AGREEMENT

Between

Long Beach
Public Transportation Company

and

American Federation of State, County and Municipal Employees, Local 3620

General and Supervisory Units

Effective:

July 1, 2023 to June 30, 2027

TABLE OF CONTENTS

Page

AGREEMENT 1

WITNESSETH 1

PREAMBLE 2

Article 1 AFSCME RECOGNITION 2

Article 2 TERM / EFFECTIVE DATE / TERMINATION DATE 3

Article 3 FULL UNDERSTANDING / MODIFICATION / SEVERABILITY / ASSIGNABILITY 3

Article 4 COMPANY RIGHTS 4

Article 5 AFSCME SECURITY AND RIGHTS 6

Article 6 CONTINUITY OF SERVICE 7

Article 7 COMPENSATION 8

Article 8 HEALTH AND WELFARE, LEAVES AND RETIREMENT 12

Article 9 REPRESENTATION 20

Article 10 PROBATIONARY PERIOD 23

Article 11 DISCIPLINARY PROCEDURES 24

Article 12 PERSONNEL FILES 27

Article 13 GRIEVANCES AND ARBITRATION 28

Article 14 GENERAL SCHEDULING: MAINTENANCE DEPARTMENT SUPERVISORS AND GENERAL UNIT EMPLOYEES (EXCEPT FOR CUSTOMER CARE UNIT EMPLOYEES) SCHEDULING 30

Article 15 TRANSIT SERVICES DELIVERY / OPERATIONS DEPARTMENTAL BIDDING – WORK ASSIGNMENTS, REGULAR DAYS OFF AND WORK LOCATIONS 33

Article 16 HOLIDAYS, EXTRA WORK AND WORK ON DAYS OFF 35

TABLE OF CONTENTS
(CONTINUED)

Page

Article 17 LAYOFF AND CONTRACTING OUT 37

Article 18 ISSUANCE OF PAYCHECKS AND OTHER COMPENSATION 38

Article 19 COURT APPEARANCES AND JURY DUTY 39

Article 20 CALIFORNIA DRIVER'S LICENSE (CDL) FEES AND RELATED PHYSICAL EXAMS 40

Article 21 UNIFORM AND SAFETY SHOE ALLOWANCE 40

Article 22 DISTRIBUTION OF CONTRACT 43

Signature Page 43

Appendix A Wage Scales 44

Appendix B Specific Employee Provisions 46

AGREEMENT

This Agreement made and entered into by and between Long Beach Public Transportation COMPANY, DBA Long Beach Transit, a California non-profit corporation, its successors and assigns hereinafter called "COMPANY" and Local 3620 of the American Federation of State, County and Municipal Employees, hereinafter called "AFSCME."

WITNESSETH

That the parties hereto contract and agree as follows:

PREAMBLE

COLLECTIVE BARGAINING AGREEMENT BETWEEN COMPANY AND AFSCME

This Collective Bargaining Agreement ("Agreement") was entered into between COMPANY and AFSCME in a spirit of cooperation between AFSCME and COMPANY in recognition of the need to maintain safe and efficient operation of the transit system.

All matters pertaining to the management of operation, including the type and kind of service to be rendered to the public, the equipment used, the maintenance of discipline and efficiency, the hiring, promotion and transfer of employees, and their discharge or discipline, are the prerogatives of COMPANY, subject to such limitations as set forth elsewhere in this Agreement and applicable state and federal law.

COMPANY recognizes its duty to negotiate any change that affects hours, wages and working conditions of AFSCME Bargaining Unit members.

Article 1

AFSCME RECOGNITION

1.1 COMPANY hereby recognizes the American Federation of State, County and Municipal Employees Local 3620 (AFSCME) as the exclusive representative of the following bargaining units for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment:

1.1.1 Supervisory Unit consisting of the following positions: Transit Services Delivery/Operations Supervisor, Maintenance Supervisor, Training Supervisor, Infrastructure Supervisor, Utilities Supervisor, Money Room Supervisor, Payroll Supervisor, Revenue Supervisor, Stops and Zones Supervisor, Customer Service Supervisor, and Quality Assurance Specialist. This Bargaining Unit was recognized on May 25, 2016 pursuant to the Certification issued by the State of California Public Employment Relations Board (PERB), in Case No. LA-RR-1247-M. The Inventory Controller was added in March 2021 by agreement of the Parties.

1.1.2 General Unit consisting of the following positions: Stops and Zones Assistant, Stops and Zones Lead, Parts Storekeeper, and Facilities Maintenance Technician. This Bargaining Unit was recognized on September 30, 2020.

1.1.3 Effective July 1, 2021, the General Unit also includes the Customer Service Unit Members, which include Customer Care Agent and Customer Care Escalation Agent.

1.2 The number of positions in each position will vary in accordance with COMPANY's requirements and will be established by COMPANY.

1.3 Assignment of personnel to each position and between these positions will be made by COMPANY, subject to the bidding process set forth in Articles 14 and 15.

1.4 For purposes of administering the terms and provisions of this Collective Bargaining Agreement ("Agreement"):

1.4.1 Management's principal authorized agent shall be COMPANY's Chief Executive Officer or his/her duly authorized representative. Addressed to: 4801 Airport Plaza Drive, Long Beach, CA 90815.

1.4.2 AFSCME's principal authorized agent shall be its Business Agent. Addressed to: AFSCME Local 3620. Addressed to: 3375 E. Slauson Avenue, Vernon, CA 90058; (213) 487-9887.

Article 2

TERM / EFFECTIVE DATE / TERMINATION DATE

2.1 Duration and Termination

Except as otherwise provided herein, this Agreement shall be in effective July 1, 2023 and shall remain in full force and effect to and including June 30, 2027, and from year to year thereafter, except that at the expiration of the contract term or of any renewal thereof either party may terminate the Agreement by giving notice to the other party of its intention to terminate the Agreement or to negotiate changes to its terms. Said notice shall be in writing and be delivered to the other party not more than ninety (90) and not less than sixty (60) days before the expiration of the contract term or of any renewal thereof. If such notice is given by either party, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new contract.

2.2 Participation in Negotiations

Up to three (3) employee representatives will be selected by AFSCME to attend and participate in successor contract negotiations, without loss of compensation, and AFSCME shall provide a final list of the names of bargaining committee members to the Executive Director/Vice President, Organizational Development and Administration. It is understood that members of AFSCME negotiations team may change from time to time, but AFSCME will not abuse its right to determine who will represent it at the table.

Article 3

FULL UNDERSTANDING / MODIFICATION / SEVERABILITY / ASSIGNABILITY

3.1 The parties agree that this Agreement constitutes the full and final agreement of the parties on all subjects covered in this Agreement.

3.2 Neither party waives any of its rights or obligations under existing state or federal law, with regard to their duty to negotiate over subjects not covered in this Agreement.

3.3 It is understood and agreed that there exists within the COMPANY, in written form, a Staff Handbook, department procedures and guidelines and other administrative policies and procedures (hereinafter collectively "Rules"). Such Rules may, at the sole discretion of COMPANY, stay in full force and effect or be modified as it sees fit, provided, however, that nothing therein shall be enforceable which is in direct conflict with this Agreement. New provisions or amendments to the Rules may be adopted and/or implemented by COMPANY. COMPANY will meet and confer with AFSCME before implementing any changes to the Rules that would conflict with provisions of this Agreement or that otherwise fall within the scope of bargaining.

3.4 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement.

It is the express intention of the parties that all other provisions of this Agreement shall remain in full force and effect and that the parties agree to begin meeting within thirty (30) calendar days to negotiate a resolution to the issues created by the court's decision.

3.5 This Agreement shall be binding on the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change, geographical or otherwise, in the location or place of business of either party hereto.

Article 4

COMPANY RIGHTS

In order to ensure that the COMPANY is able to carry out its functions and responsibilities imposed by law, the COMPANY has and will retain the exclusive right to manage and direct the performance of COMPANY services and the workforce performing such services, subject to certain limitations contained elsewhere in this Agreement. Therefore, except for matters that AFSCME has a right to meet and confer upon, the following shall be within the exclusive authority of the COMPANY. The consideration of the merits, necessity, or organization of any service activity conducted by the COMPANY shall include, but not be limited to the COMPANY's right to:

(a) Determine issues of public policy;

(b) Determine the mission of its constituents, departments, committees and boards;

(c) Determine and change the facilities, methods, technology, means, and organized structure pursuant to which the COMPANY's operations are to be conducted;

(d) Set standards and levels of service, and to expand or diminish services;

(e) Determine and change the number of locations, relocations, and types of operations, and the processes and materials to be employed in carrying out all COMPANY functions, including but not limited to, the right to contract for or subcontract for any reason any work or operations of the COMPANY, subject to any legal limitations; and as provided in Article 17.6.

(f) Determine the content and intent of job descriptions, to develop new job positions, and determine appropriate levels of compensation, subject to the compensation requirements set forth in Article 7.

(g) Determine size and composition of the workforce, and allocate and assign work to employees in accordance with requirements as determined by the COMPANY, subject to the bidding process set forth in Article 14 and Article 15.

(h) Appoint, transfer, promote, demote and lay off employees for lack of work or other appropriate reasons;

(i) Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with the procedures set forth in Article 11;

(j) Determine policies, procedures and standards for selection, training and promotion of employees;

(k) Assign work to and schedule employees in accordance with requirements as determined by the COMPANY, and to establish and change work schedules and assignments upon reasonable notice;

(l) Direct its employees;

(m) Establish and enforce employee dress and grooming standards, and to determine the style and/or types of COMPANY-issued wearing apparel, equipment or technology to be used;

(n) Determine the methods, means, numbers and kinds of personnel by which COMPANY operations are to be conducted;

(o) Establish employee performance standards, including but not limited to, quality and quantity criteria, and to require compliance therewith;

(p) Maintain the efficiency of COMPANY operations;

(q) Exercise complete control and discretion over the organization and the technology of performing COMPANY work and services; and

(r) Determine any and all necessary actions to carry out its missions in emergencies.

AFSCME recognizes that the COMPANY has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its services and workforce performing those services in all respects, subject to this Agreement and the Meyers-Milias-Brown Act.

The exclusive decision-making authority of the COMPANY on matters involving COMPANY rights and authority shall not be in any way, directly or indirectly, be subject to the grievance procedure set forth in this Agreement. An employee may only grieve the impact of the exercise of exclusive COMPANY rights and authority that directly relate to matters within the scope of representation.

Article 5

AFSCME SECURITY AND RIGHTS

5.1 Dues Deduction

During the term of this Agreement, and as provided in Article 9.5, upon receipt of an executed certification by AFSCME, the COMPANY shall deduct Association dues from the pay of employees represented by AFSCME. The form for this purpose shall be provided by AFSCME and the amounts to be deducted for AFSCME dues shall be certified to the COMPANY by the appropriate AFSCME official. A copy of an employee's written authorization shall be provided to COMPANY if there is a dispute about the existence or terms of the written authorization.

AFSCME hereby agrees to indemnify and hold harmless the COMPANY for any loss or damages, claims or causes of action, arising from the operation of this provision of the Agreement. It is also agreed that neither any employee nor AFSCME shall have any claim for error against the COMPANY for any deductions made or not made, as the case may be.

5.2 Information to Employees

COMPANY shall inform all new hires and all employees promoted into the bargaining unit, at the time of hire or promotion, of the existence of this Agreement. An AFSCME officer or designee will be afforded time to meet with new hires in compliance with state law and subject to further negotiations about structure, time and means of access to new employee orientation.

5.3 Use of Bulletin Boards

5.4 Bulletin boards shall be provided for the exclusive use of AFSCME on COMPANY property, as determined by COMPANY, for the proper display of official bulletins, notices, etc. AFSCME will be provided two (2) keys to the bulletin board and will monitor such bulletin boards to ensure that only official notices are posted.

AFSCME will be provided a bulletin board for AFSCME-related postings in the Customer Service work area and TVIC.

Bulletin boards may be used by AFSCME for posting AFSCME-approved notices.

Notices shall not contain materials that are derogatory, slanderous or obscene.

Notices posted that are not AFSCME-approved shall be removed immediately.

Management shall not post any materials on an AFSCME bulletin board.

5.5 Non-Discrimination

5.5.1 In accordance with the Meyers-Milias-Brown Act (MMBA), the COMPANY and AFSCME agree that employees shall not be interfered with, intimidated, restrained, coerced or discriminated against because of their participation in or refusal to participate in AFSCME activity.

5.5.2 COMPANY and AFSCME agree not to discriminate against an employee because of race, color, sex, age, marital status, religious creed, national origin, ancestry, disability, medical condition, sexual orientation or for lawful political activity, or any other reason prohibited by law.

5.6 New Employee Orientation

5.6.1 The COMPANY will provide at least ten (10) calendar days' notice to the Union of new employee orientation.

5.6.2 Union will be provided up to one-half hour at the new employee orientation to speak with new employees about Collective Bargaining Agreement and other items as allowed by law.

5.6.3 The COMPANY will provide the Union with an electronic copy of the name, personal and work email address, and personal cell phone number of all new employees within 30 days of hire and shall provide this same information for all bargaining unit employees every one hundred and twenty (120) days, unless the employees inform the COMPANY that they do not consent to the release of their personal email or cell phone number.

Article 6

CONTINUITY OF SERVICE

6.1 No Work Stoppage

During the term of this Agreement, AFSCME agrees that it shall not engage in any strike, slowdown, or any other concerted activity that will stop, hinder, or impair COMPANY's ability to provide safe and efficient public transportation.

6.2 No Lockout

COMPANY agrees that it shall not lock out employees during the term of this Agreement.

6.3 Emergency

The COMPANY may suspend terms and provisions of this Agreement only in an emergency. However, such suspension shall not extend beyond forty-eight (48) hours and shall be limited to those provisions necessary for an adequate response to the emergency. In these events, work assigned will be of the type normally performed by the employee, and will not be in situations that create undue safety concerns. "Emergency" is defined where any city in the COMPANY service area declares an emergency in response to an unforeseen circumstance or event, natural calamity, civil disorder, or community need. Should the emergency extend beyond forty-eight (48) hours, COMPANY shall notify AFSCME of those provisions that may be suspended for the necessary and adequate response to the emergency and the estimated duration of the suspension.

6.4 Designated Essential Responders

The Parties recognize and agree that all members of the bargaining unit are designated as essential responders for COMPANY operations and if the COMPANY declares a state of emergency, bargaining unit members may be mandated to report to work. In these events, work assigned will be of the type normally performed by the employee, and will not be in situations that create undue safety concerns. "Emergency" is defined as an unforeseen circumstance or event, natural calamity, civil disorder, or community need, or any other circumstance where any city in the COMPANY service area declares an emergency.

Article 7

COMPENSATION

7.1 Salary Setting

7.1.1 The positions in RANGE 1 Supervisor are: Customer Service Supervisor, Stops and Zones Supervisor, Utilities Supervisor, Money Room Supervisor and Inventory Controller.

7.1.2 The positions in RANGE 2 Supervisor are: Quality Assurance Specialist, Infrastructure Supervisor, Maintenance Supervisor, Payroll Supervisor, Revenue Supervisor, Training Supervisor, and Transit Services Delivery/Operations Supervisor.

7.1.3 The positions in General Unit 1 are: Parts Storekeepers and Stops and Zones Assistants

7.1.4 The positions in General Unit 2 are: Stops and Zones Leads

7.1.5 The positions in General Unit 3 are: Facility Maintenance Technician

7.1.6 The positions in Customer Service Unit 1 are: Customer Care Agent

7.1.7 The positions in Customer Service Unit 2 are: Customer Care Escalation Agent

From July 1, 2022 to June 30, 2023 Unit Members are in one of the following salary ranges:

- General Unit 1: $47,147.85 to $60,835.94
- General Unit 2: $54,579.80 to $70,425.55
- General Unit 3: $63,183.15 to $81,526.65
- Customer Service Unit 1: $40,728.75 to $52,553.23
- Customer Service Unit 2: $47,147.85 to $60,835.94
- Range 1 Supervisor: $62,166.32 to $80,214.61
- Range 2 Supervisor: $72,594.68 to $93,670.56

7.2 Ten-Step Progression

7.2.1 COMPANY has established a ten-step (10) progression for salaries. There shall be a two and one-half percent (2.5%) differential between each step.

7.2.2 Employees shall be eligible to move to the next step of the progression on September 1 of each year as described below.

7.2.2.1 Employees shall only be eligible to move to the next step of the progression if:

- He/She has worked a minimum of one thousand five hundred and sixty (1,560) hours in the preceding twelve (12) month-period in an AFSCME-represented position. Workers' compensation leaves and cash outs of vacation, holiday or any other leave shall not be counted as hours worked; and

- He/She has achieved a "satisfactory" or above performance evaluation

7.2.2.2 COMPANY has the discretion to move an employee more than one-step on the progression at the annual review process. The decision by COMPANY to move an employee more than one step is not appealable and is not subject to the grievance procedure.

7.2.3 COMPANY shall issue performance evaluations to employees no later than September 1 of each year. If an evaluation is not issued by September 1, the Employee will be deemed to have received a "satisfactory" review and be eligible for movement to the next step in the progression.

7.2.4 Effective July 1, 2024, a newly hired or promoted employee into an AFSCME-represented position, or employee moving from one AFSCME position to another AFSCME position, is eligible to move to the next step upon the passage of their

AFSCME probationary period. The step increase will be implemented in the pay period following the passage of probation. Thereafter, employees are eligible for step increases as set forth in 7.2.2.1 and 7.2.3.

First example: a new employee, with no prior work at COMPANY, is hired on October 1, 2024. This employee is eligible for a step increase on October 1, 2025, if they pass probation, and the step increase would be implemented on the first day of the first pay period following October 1, 2025. The employee would then also be eligible for another step increase in September 2026, if they have satisfied the conditions of 7.2.2.1 and 7.2.3.

Second example: a new employee, with no prior work at COMPANY, is hired on February 1, 2025. This employee is eligible for a step increase on February 1, 2026, if they pass probation, and the step increase would be implemented on the first day of the first pay period following February 1, 2026. The employee would then also be eligible for another step increase in September 2026, if they have satisfied the conditions of 7.2.2.1 and 7.2.3.

Third example: an employee is promoted into a position within their AFSCME bargaining unit and is to serve a six-month probationary period. The employee is promoted on February 1, 2025 and placed into a new step within their promoted classification. This employee serves a six-month probationary period and is eligible for a step increase upon passage of probation on August 1, 2025. The step increase would be implemented on the first day of the first pay period following August 1, 2025. This employee is not eligible for the regular step increase in September 2025 because they have not served in the promoted position for at least twelve months. This employee would be eligible for a step increase in September 2026, if they have satisfied the conditions of 7.2.2.1 and 7.2.3.

Fourth example: an employee is employed by LBT for ten years in a non-AFSCME position (e.g. bus operator) and is then appointed/hired into an AFSCME position on February 1, 2025. This employee serves a 12-month probationary period and is eligible for a step increase upon passage of probation on February 1, 2026. The step increase would be implemented on the first day of the first pay period following February 1, 2026. This employee is not eligible for the regular step increase in September 2025 because they have not served in the AFSCME position for at least twelve months and passed probation. Thereafter, this employee would be eligible for a step increase in September 2026, if they have satisfied the conditions of 7.2.2.1 and 7.2.3.

Fifth example: an employee is employed by LBT in General Unit 1 bargaining position and has passed their initial probation. (e.g. Parts storekeeper). This employee is hired/transferred into another General Unit 1 position (e.g. Stops & Zones Tech Assistant) on October 1, 2024. This Employee serves a 6-month probationary period and is eligible for a step increase upon passage of probation on April 1, 2025. The step increase would be implemented on the first day of the first pay period following April 1, 2025. The employee would then also be eligible for another step increase in September 2025, if they have satisfied the conditions of 7.2.2.1 and 7.2.3.

Sixth example: an employee is employed by LBT in General Unit 2 bargaining position and has passed their initial probation. (e.g. Stop and Zones Lead person). This employee is

hired/transferred into General Unit 1 position (e.g. Stops & Zones Tech Assistant) on March 15, 2024. This Employee serves a 6-month probationary period and is eligible for a step increase upon passage of probation on September 15, 2024. The step increase would be implemented on the first day of the first pay period following September 15, 2024. This employee is not eligible for the regular step increase in September 2024 because they have not served in the new position for at least six months. This employee would be eligible for a step increase in September 2025 if they have satisfied the conditions of 7.2.2.1 and 7.2.3.

7.3 Increase in Salary Scale

7.3.1 Effective April 16, 2024, the Salary Scales for employees covered by this Agreement shall be increased by Six Percent (6%) retroactive to July 1, 2023.

7.3.2 Effective July 1, 2024, the Salary Scales for employees covered by this Agreement shall be increased by Three Percent (3%).

7.3.3 Effective July 1, 2025, the Salary Scales for employees covered by this Agreement shall be increased by Three Percent (3%).

7.3.4 Effective July 1, 2026, the Salary Scales for employees covered by this Agreement shall be increased by Four Percent (4%).

The applicable salary scales are attached as Appendix A.

Retention Lump Sum Compensation

Effective April 30, 2024, Employees who have worked 1560 hours in the 12 months from March 31, 2023 to April 1, 2024 and who are employed as of April 1, 2024, will receive a one-time compensation of $2,000 (Two Thousand Dollars). Worker's compensation leave does not count as hours worked.

7.4 COMPANY retains the discretion to place newly hired Employees into any step.

7.5 Effective on July 1, 2019, an Employee who promotes to a position from Range 1 Supervisor to Range 2 Supervisor, shall be placed at the step on Range 2 which provides at least a five percent (5%) increase from their base salary.

7.6 An employee who promotes from a position in Customer Service Unit 1 to Customer Service Unit 2 shall be placed at the salary step in Customer Service Unit 2 that provides for at least a five percent (5%) increase.

7.7 An employee who promotes from a position in General Unit 1 to General Unit 2 shall be placed at the salary step in General Unit 2 that provides for at least a five percent (5%) increase.

7.8 Shift Differential: Effective April 16, 2024, Employees who are assigned to work graveyard hours, shall receive a shift differential of Three Percent (3%). Graveyard shift is any shift that starts between 8:00 p.m. and midnight 12:00 a.m. Employees who are

assigned to work swing shift hours, shall receive a shift differential of Two and One-Quarter Percent (2.25%). Swing shift is any shift that starts between 12 noon and 7:59 p.m. Employees who qualify for Graveyard or Swing Shift who are assigned to work earlier or later than their assigned shift shall receive the Shift Differential for the entire time they work that particular shift. Employees who are not assigned to a Graveyard or Swing Shift (as defined in this Section) shall not be paid Shift Differential pay simply because they may work hours that fall within these start times.

Article 8

HEALTH AND WELFARE, LEAVES AND RETIREMENT

COMPANY shall provide the administration of the Group Insurance Plan to be offered to employees. The COMPANY may change insurance carriers at any time, as long as a comparable level of insurance benefits is maintained.

8.1 Health, Dental, Vision and Life Insurance

Employees and their eligible dependents may participate in the COMPANY's health care programs. COMPANY offers group medical, dental, and vision insurance coverage to full-time employees on the first day of the month following five (5) calendar days of continuous employment. Once an employee becomes eligible for group insurance, the coverage and premiums required will be explained to them.

The COMPANY provided health plan will include a twenty-dollar ($20) co-payment for doctor visits, for urgent care visits, and a twenty-dollar ($20) brand or ten dollar ($10) generic co-payment for prescriptions. Effective October 1, 2018, the COMPANY provided health plan brand prescription co-pay will increase to thirty-five dollars ($35).

8.1.1 Cost Sharing

COMPANY will pay ninety percent (90%) of the premium cost for each employee's own medical coverage, plus eighty-five percent (85%) of the cost of eligible dependent coverage. Dependent coverage shall include domestic partners registered with the State of California.

8.1.2 Different Plan Options

COMPANY shall designate an HMO health plan as the Company Health Plan. The COMPANY may offer additional health plan options. Employees who choose any of the other health plan options shall pay the difference between the COMPANY's contributions for the Company Health Plan premium cost and the alternative health plan option premium cost.

8.1.3 Cessation of Payment of Premiums

An employee who has been absent from work for a period of unpaid leave exceeding eighteen (18) months shall not be eligible to participate in the COMPANY health, dental

and vision group plan. An employee who has been absent from work for a period of unpaid leave exceeding eighteen (18) months shall be allowed to continue to participate in the COMPANY health, dental, and vision group plan only if he/she pays for such coverage under COBRA. Workers' compensation leaves and cash outs of vacation, holiday or any other leave shall be considered an unpaid leave of absence.

An employee who is on unpaid leave of absence must continue to pay the employee portion of the insurance premium during the unpaid leave of absence. Failure by the employee to make the employee portion of the insurance premium will result in a loss of benefits. COMPANY shall mail notices regarding insurance co-payments, re-payments and cessation of payments to an employee's home. Failure of COMPANY to provide such notices shall not be the basis of a grievance nor relieve the employee from his/her obligation to pay his/her portion of the insurance premium or COBRA payments.

8.1.4 Life Insurance

COMPANY shall provide group term insurance to employees in the amount to two and one-half (2.5) times their annual salary up to a limit of four-hundred thousand dollars ($400,000). Employees are eligible to participate in the life insurance program on the first day of the month following five (5) calendar days of continuous employment. Life insurance coverage shall terminate upon the employee's separation of employment with COMPANY. This benefit shall be administered as provided by the insurance carrier's terms and conditions. Employees shall be allowed to participate in the supplemental voluntary life insurance program, offered by COMPANY. Employees shall pay for any supplemental life insurance premiums and this benefit will be administered as provided by the insurance carrier's terms and conditions.

8.2 Free LBT Bus Transportation

Employees covered by this Agreement shall be provided free bus transportation over all the COMPANY's routes upon presentation of proper identification to be furnished to the Employee by the COMPANY without charge. COMPANY agrees to issue annual passes to the spouse of each Employee covered by this Agreement. COMPANY further agrees to issue passes to totally dependent children of Employees covered by this Agreement under nineteen (19) years of age. All passes remain the property of COMPANY and must be relinquished when employment ends, except in the case of retirement.

Upon retirement, passes will be issued for the retired employee and their eligible spouse/registered domestic partner for life and the employee's dependent children up to the age of nineteen (19). Upon the death of any retired employee, or an active employee who has ten (10) years or more of service, the spouse will be granted free transportation for life or until the remarriage of the spouse and the dependent children will be granted free transportation until they reach nineteen (19) years of age.

8.3 Leaves of Absences

8.3.1 Sick Leave

Employees shall be provided a maximum of ninety-six (96) total Sick Leave hours per year. Employees shall accrue Sick Leave at the rate of eight (8) hours for each full calendar month of paid employment. Sick Leave is not credited to employees' sick leave balance during a period of layoff of service or unpaid leave of absence.

Employees may use sick leave for personal illness or injuries which are non-job related or to attend to the illness of a child, parent, spouse, or registered domestic partner of the employee in accordance with applicable laws, as mandated by law.

Employees shall not receive compensation for any accrued, unused Sick Leave upon termination, resignation or other separation of employment.

Except, however, Employees who are eligible and retire from COMPANY shall have any balance of accumulated and unused sick leave converted to a cash account maintained by COMPANY. These monies are to be used to pay monthly premiums for health insurance of an Employee's choosing for employee, spouse, registered domestic partner and eligible dependents or for other verifiable medical expenses incurred by employee, spouse or eligible dependent. For purposes of eligibility for the sick leave bank, at the time the employee retires from the COMPANY, he/she has either: (a) attained at least fifty-four (54) years of age and rendered at least ten (10) years of service to COMPANY; or (b) attained a combination of age and years of service with COMPANY that equals seventy (70) or eighty (80). Eligibility for retirement is in accordance with the requirements set forth in the Retirement Plan for Salaried Employees of COMPANY.

COMPANY requires that an employee on sick leave for more than five (5) days submit a doctor's report to the Human Resources Department prior to their return to work. However, COMPANY reserves the right to require a doctor's report at any time after an employee has been absent for more than forty (40) within a twelve (12) month rolling period.

8.3.1.1 Sick Leave Buy-Back Program

COMPANY reserves the sole right to determine if a sick leave buy-back program will be offered and the timing of when it may be offered. COMPANY agrees that if the sick leave buy-back program is offered to non-represented employees, it shall be offered to AFSCME-represented employees on the same terms as offered to non-represented employees. If offered, employees must meet the following criterion to be eligible for the sick leave buy-back program:

8.3.1.1.1 An employee must accumulate and maintain a sick leave reserve of at least 208 hours after cash out; and

8.3.1.1.2 An employee must be employed by Long Beach Transit on November 1 of each year.

If the sick leave buy-back program is offered, eligible employees may elect to cash-out up to eighty (80) hours, or more at COMPANY discretion, at 75% of the employee's wage rate in effect at that time of the cash out multiplied by the number of hours being cashed out.

8.3.2 Vacation Leave

Employees will earn vacation leave as provided below:

Years of Continuous Service	
Years Completed	**Hours**
1 through 4 Years	96 Hours
5 Years	120 Hours
10 Years	160 Hours
15 Years	200 Hours
25 Years	240 Hours

Employees are eligible to begin earning vacation the first workday of the month following the month in which they were hired or re-hired. The amount of vacation increases on an Employee's anniversary date after completion of the number of years of continuous service in accordance with the table shown above from an employee's most recent date of hire or re-hire.

Except for employees covered by Articles 14 and 15, all vacation time must be scheduled in advance and approved by the employee's supervisor before vacation benefits will be paid out.

Vacation time does not accrue during a period of layoff of service or unpaid leave of absence.

8.3.2.1 Vacation Carry-Over. Employees may accrue Vacation Leave up to a maximum of two (2) times their normal annual accrual rate. Once an employee reaches this maximum amount, the Employee will cease to accrue Vacation Leave until his or her balance falls below the maximum accumulation amount.

8.3.2.2 Calculation of Vacation Pay. Vacation time will be paid at the rate being earned at the time the vacation is taken or cashed out, if COMPANY offers a cash out program.

8.3.2.3 Vacation Pay at Termination. Unused accrued vacation time up to the maximum allowed by this Agreement, will be paid out upon an employee's termination of employment with COMPANY.

8.3.2.4 Posting of Vacation Leave. Effective the first full pay period in January 2019, vacation hours will be recorded in each pay period, as accrued, during each pay period. Vacation hours will no longer be reported in one lump sum in January of each year.

8.3.3 Bereavement Leave

An employee who needs time off due to the death of an immediate family member, must notify their supervisor immediately. The employee will be allowed to take limited leave with pay when a death occurs in the immediate family, if the employee provides satisfactory verification. A copy of the obituary, death certificate or a statement from the mortuary will be accepted as satisfactory verification.

Up to forty (40) hours of leave with pay may be granted to an employee when a death occurs in their immediate family. The immediate family is considered to be the employee's spouse, registered domestic partner, father, mother, parents of the spouse, child, step-children, brother, sister, and grandparents.

If the need for bereavement leave occurs while an employee is absent from work on other paid leave, such as vacation, sick leave, or COMPANY paid holiday, the employee will be paid the bereavement leave upon acceptable verification, and the records will be adjusted to reflect the correct need for the leave. In no event shall an employee receive both paid time off and bereavement leave at the same time, nor shall they receive payment in an amount that exceeds their regular earnings.

8.3.4 Family Medical Leave

COMPANY shall provide federal Family Medical Leave Act ("FMLA") and/or California Family Rights Act ("CFRA") as required by law.

Eligible Employees may qualify for Military Caregiver Leave or Military Qualifying Exigency Leave under the FMLA, as prescribed by law. All leaves under this policy are referred to as "Medical or Family Care LOA." Unless stated otherwise, the maximum allowable time for any Medical or Family Care Leave of Absence under this policy is twelve (12) weeks per a rolling twelve (12) month period measured backward from the date the employee uses any family or medical care leave. Applicable COMPANY, state, and federal leaves of absence, such as, but not limited to CFRA, FMLA, Workers' Compensation, and Kin Care run concurrently, as allowed by law.

Employees not eligible for a Medical or Family Care LOA may be eligible for an unpaid leave of absence due to their own disability or medical condition, which will be assessed by COMPANY on a case-by-case basis and be determined as required by applicable law. COMPANY cannot guarantee reinstatement to employment at the conclusion of such a leave.

8.3.4.1 Use of Leave During Medical or Family Care Leave of Absence (LOA)

When an employee is taking an unpaid Medical or Family Care LOA for the employee's own serious health condition, the employee must use available sick time. If the employee is receiving State Disability Insurance (SDI), the employee may supplement SDI with available sick time. In no event shall an employee receive combined payment in an amount that exceeds their regular earnings. If the employee runs out of sick time, or has no sick time available, the employee is required to use their vacation time during the leave.

When an employee is taking an unpaid Medical or Family Care LOA to care for a seriously ill family member, as defined by law, the Employee is not eligible to use available sick time. The employee must use a minimum of two (2) weeks' vacation time. The employee may use Kin Care, if eligible.

In order to use any accrued paid leave time, employees must comply with COMPANY's paid leave policies.

During a Medical or Family Care LOA, COMPANY will continue to pay all applicable group health insurance premiums which it ordinarily pays on behalf of the Employee. Employees must continue to pay the Employee portion of the insurance premium during the leave of absence. Failure by an employee to make their portion of the premium payment may result in a loss of benefits. If the Employee fails to return from this leave, COMPANY may attempt to recoup the cost of the insurance premiums paid on behalf of the employee during the leave.

Employees need not use their Medical or Family Care LOA entitlement in one block. Such a leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt COMPANY's operations.

8.3.5 Military Leave

COMPANY shall provide Military Leave in accordance with federal and state regulations concerning re-employability/leaves of absence for veterans. A copy of the employee's official military orders must accompany the Leave Without Pay request.

8.3.5.1 Military Spouse/Registered Domestic Partner Leave

The spouse or registered domestic partner of a "qualified member" of the Armed Forces who works an average of twenty (20) hours per week, may be eligible to take up to ten (10) days of unpaid leave during the time in which the employee's spouse or registered domestic partner is on leave from deployment during a period of military conflict. To be eligible for the leave, the Employee must provide notice within two (2) business days of receiving official notice that the employee's spouse or registered domestic partner will be on leave from deployment and that the employee intends to take leave. Additionally, the Employee may be required to submit written documentation to COMPANY certifying that the employee's spouse or registered domestic partner will be on leave from deployment.

8.3.6 Pregnancy Disability Leave

A pregnancy-related leave of absence will be granted in accordance with the regulations of the State of California Department of Fair Employment and Housing.

COMPANY requires an Employee on a pregnancy-related leave of absence to use all available sick time. If the employee is receiving State Disability Insurance (SDI), the employee may supplement SDI with available sick time. In no event shall an employee receive combined payment in an amount that exceeds their regular earnings. The employee may opt to take all accrued vacation during the leave. Pregnancy leaves of absence will run concurrently with time off under the FMLA but will not be counted against an employee's time off under the CFRA.

COMPANY will continue to pay all applicable group insurance premiums during the leave of absence. The employee must continue to pay the employee portion of the insurance premium during the leave of absence. Failure by the employee to make this premium payment may result in a loss of benefits.

At the conclusion of the pregnancy-related leave of absence, a medical certification from the health care provider stating the employee is released to return to work will be required. All requests for pregnancy-related leaves of absence should be received, if possible, at least thirty (30) days prior to the start of the leave. Returning employees should notify COMPANY at least five (5) work days prior to return. Employees failing to return on the assigned date may be considered to have voluntarily resigned, unless the employee is not released to return to work by the Company doctor.

8.3.7 Leaves Required by Law

COMPANY shall provide leaves as required by law.

8.3.8 Return from Leave of Absence

An Employee who has been absent from work for more than thirty (30) continuous calendar days, for any reason, may be required to participate in a refresher course or any other training that COMPANY determines is needed to ensure the employee can perform the essential functions of their position.

Further, an Employee who has been absent from work for more than thirty (30) continuous calendar days, for any reason, may be required to obtain a return to work certification from a COMPANY designated medical provider.

8.4 Retirement Plans

8.4.1 Defined Benefit Plan

Employees hired on or before March 31, 2011, participate in a defined benefit plan titled Retirement Plan for Salaried Employees of COMPANY. Effective July 1, 2011, employees shall make a five percent (5%) of salary contribution for this benefit.

8.4.2 Defined Contribution Plan [401(a)]

Employees hired on or after April 1, 2011, are eligible to participate in a defined contribution plan under the terms and conditions of the plan. Employees shall self-direct their investments. Effective upon adoption by the Board of Directors of

Amendment 2019-1 to the Long Beach Transit 401(a) Matching Contribution Plan, COMPANY shall make matching contributions to the Plan equal to the amount of the eligible employee's salary deferrals to the COMPANY's 457(b) Deferred Compensation Plan, up to a maximum matching contribution of five percent (5%) of the participating employee's compensation, as defined in the Plan, excluding overtime and bonuses.

In addition, effective upon adoption by the Board of Directors of Amendment 2019-1 to the Long Beach Transit 401(a) Matching Contribution Plan, a participant in the Plan will receive an annual non-elective contribution equal to five percent (5%) of their compensation, as defined in the Plan excluding overtime and bonuses, regardless of whether or not they make salary deferrals to the COMPANY's 457(b) Deferred Compensation Plan for the Plan Year. The terms and conditions of this benefits are specified in the Long Beach Transit 401(a) Matching Contribution Plan.

8.4.2.1 Effective July 1, 2019, COMPANY will pay the administrative fees for the VOYA-administered 401(a) and 457(b) accounts.

8.5 Long-Term Disability

During the term of this Agreement, COMPANY will research Long-Term Disability Insurance coverage to be offered to employees. If offered, employees shall pay for the cost of the premium for the Long-Term Disability Insurance via a payroll deduction.

8.6 Deferred Compensation Plan (457(b))

During the term of this Agreement, Employees are eligible to participate in the deferred compensation plan offered by COMPANY.

8.7 Catastrophic Leave

Employees may apply for and receive up to a maximum of four-hundred eighty (480) hours of paid sick leave donations from other employees employed by COMPANY. An employee who applies for benefits must be unable to work due to a personal catastrophic illness or injury, and they must have exhausted all accrued sick leave, vacation and any other compensatory or applicable time off. A personal catastrophic illness is defined as one that is life threatening, and which generally requires aggressive medical treatment (such as cancer, chemotherapy, kidney disease, organ transplant). Medical certification of the catastrophic illness or injury from the attending physician may be required.

Employees may voluntarily donate up to twenty-four (24) hours of accumulated sick-leave in any one calendar year provided that their donation does not cause their own accumulated

sick leave bank to fall below two-hundred and eight (208) sick hours. Only donations made from accumulated sick leave banks will be considered for the purposes of this provision.

Benefits shall be coordinated with California State Disability Insurance. In no event shall an employee receive combined payment in an amount that exceeds their regular earnings. Such leave shall run concurrent with state and federal leave (FMLA/CFRA) for the employee's own serious health condition.

8.8 Cell Phones and Other Electronic Devices

If an employee's manager requires an employee to maintain a cell phone or other electronic device to perform their duties, the manager shall submit, in writing, such authorization to the Executive Director/Vice President of the respective department. With respect to the required use of a cell phone, COMPANY may, at its discretion, offer the employee the option of being issued a COMPANY cell phone or being given twenty-five dollars ($25) per month allowance to help defray the costs of the use of their personal cell phone while conducting COMPANY business. Employees shall only use the COMPANY-issued cell phone to perform their job duties.

Employees who are issued a COMPANY cell phone or any other electronic device, are responsible for maintaining such devices in good working order and stored in a secure location against theft, vandalism or damage due to negligence. Employees shall immediately notify their manager if the device is lost or stolen. Employees shall only use the COMPANY-issued device to assist the employee to perform their job duties.

Employees must return the device to COMPANY upon demand or at the end of their employment. Employee may be held responsible for the value of the device if it is stolen, lost, or damaged due to an employee's negligence. If an employee does not return the device to COMPANY upon termination of employment, or if the device is lost, stolen or damaged due to an employee's negligence, the employee agrees that COMPANY may withhold from their paycheck the depreciated value of the device.

Article 9

REPRESENTATION

9.1 List of AFSCME Stewards/Authorized AFSCME Employee Representatives

AFSCME shall provide a written list of names of authorized AFSCME employee representatives and AFSCME Stewards to COMPANY's Executive Director/Vice President, Organizational Development and Administration or designee, as well as changes in such list at least five (5) business days prior to the effective date of assuming the duties of office. The Parties agree that there shall be four (4) designated employee Stewards.

9.2 Working Stewards

9.2.1 It is agreed and understood that employee AFSCME Stewards are employed to perform full-time productive work for COMPANY. Stewards will be required to

observe all safety and other rules and regulations of COMPANY. Nothing herein regarding rules of conduct shall be construed to prevent the Steward from conducting AFSCME business in a responsible manner.

9.2.2 AFSCME Stewards may only leave their work during working hours with prior written (including email) notification and prior approval by their managers in order to investigate grievances or proposed disciplinary actions, attend grievance or pre-disciplinary hearings, provided:

9.2.2.1 such release from work does not negatively impact the safety of others or COMPANY operations; and

9.2.2.2 the employee and the employee's manager agree to set an approximate period of time the employee shall be released from work.

9.2.3 Attendance is in a paid status, provided the release time is during the regular work shift of the employee that day. Attendance outside of the normal work hours of the AFSCME Steward is in an unpaid status.

9.3 Conducting AFSCME Business on COMPANY Property

AFSCME staff representatives will be permitted access to the property for the purpose of conducting AFSCME business with AFSCME Stewards and AFSCME members. AFSCME staff representatives shall notify the Executive Director/Vice President, Organizational Development and Administration in advance of their intent to visit a worksite and the approximate duration of the visit. The representative's access will not disrupt the workflow. AFSCME staff representatives will be required to observe all safety and other rules and regulations of COMPANY. AFSCME staff representatives are employees of AFSCME.

9.4 AFSCME Business Leave

COMPANY shall allow up to a cumulative total of eighty (80) hours of unpaid leave in each calendar year for employees to conduct AFSCME business. No more than two (2) employees may be off work at the same time for this leave and individual leaves shall not exceed one (1) week. Employees must submit a written request for such leave at least two (2) weeks in advance and obtain approval from their manager.

Employees on AFSCME Business Leave of absence shall retain status as a regular employee with COMPANY and their wage and benefit payments shall not be impacted due to this leave. AFSCME shall reimburse COMPANY for all benefit and wage payments for the employees who use AFSCME Business Leave within two (2) weeks of COMPANY's written request for reimbursement.

9.5 Dues Deductions

9.5.1 As required by law, COMPANY agrees to honor all authorization for payroll deduction of payments to AFSCME and to remit such payments promptly to

AFSCME pursuant to such authorization. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions. Furthermore, any employee inquiries to cancel or change deductions shall be referred to AFSCME. COMPANY agrees it shall not deter or discourage employees or applicants from becoming or remaining AFSCME members.

9.5.2 AFSCME hereby certifies that each individual whose name is presented for deductions has signed a written authorization, which authorizes AFSCME to request that the COMPANY deduct from his or her salary or wages the amount specified by AFSCME. AFSCME has and will maintain an authorization on behalf of each such individual. AFSCME agrees that it shall provide COMPANY with the dues authorization information as allowed by law.

9.5.3 AFSCME understands and acknowledges that COMPANY will rely upon the foregoing representations in making deductions, in the amounts specified by AFSCME from the salaries or wages of the individuals whose names are presented for deductions and that the COMPANY shall not be required to make further investigation or inquiry regarding the accuracy of these representations prior to making such deductions. AFSCME will indemnify the COMPANY for any claims made by employees for deductions made in reliance on this certification.

9.6 Voluntary Deductions

9.6.1 Effective the second full pay period in July 2025, it is agreed that COMPANY shall allow for other voluntary deductions from AFSCME members wages for AFSCME-sponsored benefits as allowed by law and as provided in this Section 9.6.1.

9.6.2 COMPANY makes no representation as to whether these voluntary deductions for AFSCME-sponsored benefits are pre-tax deductions.

9.6.3 AFSCME hereby certifies that each individual whose name is presented for voluntary deductions has signed a written authorization, which authorizes AFSCME to request that the COMPANY deduct from his or her salary or wages the amount specified by AFSCME. AFSCME has and will maintain an authorization on behalf of each such individual. AFSCME agrees that it shall provide COMPANY with the dues authorization information upon written request.

9.6.4 AFSCME understands and acknowledges that COMPANY will rely upon the foregoing representations in making deductions, in the amounts specified by AFSCME from the salaries or wages of the individuals whose names are presented for voluntary deductions and that the COMPANY shall not be required to make further investigation or inquiry regarding the accuracy of these representations prior to making such deductions. AFSCME will indemnify the COMPANY for any claims made by employees for deductions.

9.6.5 AFSCME shall provide a list of employees who have authorized these voluntary deductions, with the amount of the deduction(s) for each employee quarterly basis. COMPANY shall make payment to AFSCME for the amounts provided by AFSCME in the second pay period following the end of the quarter.

9.6.6 AFSCME agrees to indemnify and hold the COMPANY harmless from any liabilities which may result from the application of the provisions of this Article. AFSCME also specifically agrees that any claim by an employee about their eligibility for AFSCME-sponsored benefits is solely the legal responsibility of AFSCME, including, but not limited to claims that deductions were not accurate or delayed.

Article 10

PROBATIONARY PERIOD

10.1 Application

All regular, newly hired, promoted and rehired employees (except those recalled from layoff) are subject to the probationary period.

10.2 Definitions

Initial Probationary Period – The initial probationary period shall be one (1) year of continuous service from the date a new employee is hired. The probationary period shall be extended by the period of an employee's absences, if the absences total five (5) days or more.

Promotional Probationary Period – The promotional probationary period shall be one (1) year of continuous service from the date an employee is promoted or six (6) months if the employee has successfully completed a probationary period in a supervisory position. The probationary period shall be extended by the period of an employee's absences, if the absences total five (5) working days or more.

Lateral Probationary Period – The lateral probationary period shall be six (6) months of continuous service from the date an employee is transferred. The probationary period shall be extended by the period of an employee's absences, if the absences total five (5) working days or more.

10.2.1 Failure of Initial Probation

A new employee may be terminated at any time and for any reason during the initial probationary period, without right of appeal.

10.2.2 Failure of Promotional or Transfer Probation

An employee on promotional probation may be removed from the position at any time without right of appeal.

In the event that a bargaining unit employee is promoted or transfers laterally within the bargaining unit, and fails his/her promotional probationary period, the employee shall be given the option to return to his/her previous position without loss of any type of seniority if the position is still vacant and funded.

10.3 Performance Evaluation

During the initial and promotional probationary period, the employee's performance shall be evaluated periodically. The employee will be provided with a written copy of the performance evaluation. If an evaluation is not issued by the employee's probationary completion period, the Employee will be deemed to have received a "satisfactory" review.

10.4 Extension of Probationary Period

The Executive Director/Vice President of the respective department may extend the probationary period for up to thirty (30) additional calendar days. The Executive Director/Vice President of the respective department will notify the employee in writing prior to the extension of the probationary period.

10.5 Current Employees Who Have Been Employed Less Than One Year

Employees who have been employed for less than one (1) year at the time this Agreement is ratified by COMPANY, shall continue to be at-will employees and be considered to be serving the initial probationary period. Employees in this situation shall be informed of the day their probationary period will end.

Article 11

DISCIPLINARY PROCEDURES

11.1 Application

This provision of this Article shall not apply to newly hired or newly promoted employees who have not completed their initial probationary period. It is understood that the probationary period is a part of the selection process and designed to allow evaluation of an employee's fitness for regular employee status.

11.2 Definition of Discipline Subject to These Procedures

All suspensions (greater than two (2) workdays), demotions, reductions in salary, and dismissals of persons who have successfully completed the probationary period of the position they occupy shall be made in accordance with this Article. Verbal counseling, written reprimands, performance evaluations and suspensions of two (2) working days or less shall not constitute discipline for purposes of this Article. Performance evaluations of overall below standards and suspensions of two (2) working days or less may be appealed as set forth in Article 11.4 below.

11.3 Cause for Suspension, Demotion, Reduction in Salary, Dismissal

An employee who has successfully completed the probationary period for the position the employee occupies may be demoted, suspended, reduced in salary, or dismissed only for just cause.

11.4 Performance Evaluations of Overall Below Satisfactory and Suspensions of Two (2) Working Days or Less

An employee who receives a performance evaluation that is below satisfactory or receives a two (2) working day suspension or less may appeal the evaluation or suspension to the Chief Executive Officer. The decision of the Chief Executive Officer, or his/her designee, shall be final and binding.

11.5 Disciplinary Process

11.5.1 Notice of Proposed Disciplinary Action and Pre-Disciplinary Hearing

Prior to the issuance of a written order to either suspend (for greater than two (2) workdays), demote, reduce in salary, or dismiss an employee, written notice of at least ten (10) business days of the proposed disciplinary action shall be given before such action is to be taken and must include:

11.5.1.1 Notice of proposed disciplinary action;

11.5.1.2 Reasons for the proposed action;

11.5.1.3 A copy of the written materials pertaining to those incidents or course of conduct;

11.5.1.4 A notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before said discipline is imposed. The notice to the employee of the right to respond must inform the employee that he/she has at least ten (10) business days to respond and that he/she has the right to AFSCME representation at the pre-disciplinary hearing. A longer notice might be warranted, as determined by COMPANY, in specific cases because of the volume of material or complexity of the issues involved; and

11.5.1.5 The notice of proposed disciplinary action must be in writing and be signed by a Superintendent/Manager or his/her designee. The notice will include a proposed time and date for the pre-disciplinary hearing.

11.5.2 An employee shall be allowed to bring an AFSCME representative to his/her pre-disciplinary hearing.

11.5.3 The Final Notice of Disciplinary Action shall be issued within twenty (20) business days of the receipt of the employee's written or oral response to the Notice of

Proposed Disciplinary Action or within twenty (20) business days of the pre-disciplinary hearing, whichever is later.

11.6 Exception

Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. Extraordinary circumstances include, but are not limited to, situations involving: misappropriation of public funds or property; working while under the influence of intoxicating liquor or drugs; open insubordination; commission of a crime involving moral turpitude punishable as a misdemeanor or felony; or disruption of COMPANY's business through willful misconduct (altercations, etc.).

11.7 Final Notice of Disciplinary Action

After issuance of the Notice of Proposed Disciplinary Action and receipt of the employee's written/verbal response, the Executive Director/Vice President, Organizational Development and Administration shall review the response and determine the appropriate course of action and issue a Final Notice of Disciplinary Action. This may include imposing the same level of disciplinary action, modifying with less severe disciplinary action, or rescind the notice of proposed disciplinary action. The Final Notice of Disciplinary Action to suspend, demote, reduce in salary, or dismiss is similar to the Notice of Proposed Disciplinary Action in that it contains the effective date of disciplinary action, the right of appeal, and specific charges upon which the disciplinary action is based.

The Final Notice of Disciplinary Action shall be signed by the Executive Director/Vice President, Organizational Development and Administration or that individual's designee and shall be issued within twenty (20) business days of receipt of the employee's written or oral response, whichever is later. Notice of the time allowed for appeal shall be stated in the Final Notice of Disciplinary Action. A copy of the Final Notice of Disciplinary Action shall be personally served on the employee or sent by certified mail to the employee's last known address and placed in his/her personnel file.

11.8 Appeal to Chief Executive Officer

Within ten (10) business days of the issuance of the Final Notice of Disciplinary Action issued by the Executive Director/Vice President, Organizational Development and Administration, an employee may appeal the Final Notice of Disciplinary Action to the Chief Executive Officer. The Chief Executive Officer may impose the same level of disciplinary action, modify it with less severe disciplinary action, or rescind the notice of disciplinary action. The Chief Executive Officer shall issue his/her decision from the appeal within twenty (20) business days of the receipt of the employee's appeal.

11.9 Appeal of the Chief Executive Officer's Decision

11.9.1 An employee covered by these provisions governing discipline may appeal the Chief Executive Officer's decision on an appeal of a Final Notice of suspension, demotion, reduction in salary, or dismissal to an outside impartial hearing officer

(arbitrator) and request a hearing. The notice to appeal must be in writing and must be submitted to the Executive Director/Vice President, Organizational Development and Administration within ten (10) business days of receipt of the Chief Executive Officer's decision of the appeal of the Final Notice of Disciplinary Action. The employee shall have the right to a closed hearing.

11.9.2 The costs of the arbitration shall be shared equally between AFSCME and the COMPANY. The costs of the arbitration, including the court reporter, shall be divided in half (i.e., 50/50) by the parties. Attorney fees, staff time and witness fees shall not be shared between the parties and shall be paid by the party that incurred the cost.

11.9.3 The COMPANY shall request a list of seven (7) arbitrators registered with the California State Conciliation Service or some other mutually agreed upon source within ten (10) business days of AFSCME's request. AFSCME and COMPANY shall strike alternating names from the list. The order of striking shall occur through a Flip-Of-A-Coin. The remaining arbitrator shall serve as the hearing officer.

11.9.4 The decision of the arbitrator shall be binding on both parties. The arbitrator shall issue his/her decision within thirty (30) business days of the closing of the hearing.

11.10 Conduct of the Appeal Hearing

The appeal hearing shall be conducted in accordance with those rules and procedures traditionally applicable to labor arbitration.

Article 12

PERSONNEL FILES

12.1 Confidentiality

Personnel files are confidential and only those persons who are authorized by the Executive Director/Vice President, Organizational Development and Administration or his/her designee are permitted to review the files.

12.2 Request to Review File(s)

An employee or his/her authorized AFSCME representative, with the employee's written permission, may request to review his/her own personnel files and make copies, of any documents contained therein as specified below.

12.2.1 An employee must make the request in writing. The Human Resources Department will make the employee's file, located in the Human Resources Department, available for inspection no later than twenty-one (21) business days from the receipt of the written request.

12.2.2 The Human Resources Department will schedule the time of inspection during the regular business hours of the Human Resources Department. If the inspection is scheduled during the employee's scheduled work hours, the inspection may be scheduled when the employee is on a break. A representative from the Human Resources Department must be present during the inspection.

12.2.3 An employee or his/her representative may request and obtain copies of any document in the file except for records relating to an investigation of a possible criminal offense, pre-employment references, and ratings, reports or records that were obtained prior to the employee's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

12.2.4 At the discretion of the COMPANY, an employee may be required to pay reasonable copying costs.

12.3 Performance evaluations and disciplinary documents shall be placed in an employee's personnel file.

12.4 An employee may submit a rebuttal to any document placed in the file.

Article 13

GRIEVANCES AND ARBITRATION

13.1 Definition

A grievance is defined as any dispute concerning the interpretation or application of this Agreement. Appeals of discipline do not constitute grievances and are governed by Article 11. Grievances may be filed by AFSCME on behalf of an individual member, or for groups of members as necessary. Grievances may also be filed by individual bargaining unit members, but unless the grievant is represented by AFSCME at each step of the process, the grievance cannot be appealed to arbitration.

Throughout this Article, if the Chief Executive Officer, Executive Director/Vice President, Organizational Development and Administration or Department Manager delegates the grievance to a designee, the designee shall not be a party to the incident giving rise to the grievance.

13.2 Grievance Procedure

No grievance shall be entertained or considered unless it is presented in the following manner:

13.2.1 Step One – Informal Step

The employee or AFSCME shall confer with the employee's manager or his/her designated representative, within ten (10) business days after an incident occurred

which the employee knew, or by reasonable diligence could have known, the facts upon which the grievance was based. The manager or his/her designee shall give his/her answer to the employee no later than ten (10) business days after the conference with the employee.

13.2.2 Step Two – Executive Director/Vice President, Organizational Development and Administration

If the answer of the employee's manager or his/her designee in Step One is unsatisfactory, the grievance shall be presented in writing and contain a statement of the pertinent facts and the provisions of the Agreement allegedly violated and remedy sought to the Executive Director/Vice President, Organizational Development and Administration within ten (10) business days of the manager's answer at Step One.

Upon the filing of the grievance, a settlement conference will be scheduled within ten (10) business days of receipt of the Step Two grievance. If the grievance is not settled at the settlement conference, the Executive Director/Vice President, Organizational Development and Administration will hold a grievance meeting with the employee and/or his/her AFSCME representative to discuss the grievance within fifteen (15) business days of the settlement conference. A written answer to the grievant and the AFSCME representative will be provided within ten (10) business days after the meeting.

13.2.3 Step Three – Review by Chief Executive Officer

If the Step Two answer is not satisfactory, AFSCME, at its option, may request, in writing, that the matter be heard by the Chief Executive Officer, or designee. The request shall state the nature of the dispute and the resolution sought. The request for Step Three review must be made within fifteen (15) business days after the issuance of the Step Two answer.

The Chief Executive Officer, or his or her designee, shall meet with AFSCME within ten (10) business days of receipt of the notice to appeal to Step Three. Within ten (10) business days of hearing the grievance, the Chief Executive Officer shall provide his/her decision, in writing, to AFSCME and the employee(s).

13.2.4 Step Four — Request for Arbitration

If the Step Two or Step Three answer is not satisfactory, AFSCME may request, in writing, that the matter be heard by an impartial hearing officer (arbitrator). The request shall state the nature of the dispute and the resolution sought. The request for Step Four review must be made within fifteen (15) business days after the issuance of the Step Two or Step Three answer.

The costs of the arbitration shall be shared equally between AFSCME and the COMPANY. The costs of the arbitration, including the court reporter, shall be divided in half (i.e., 50/50) by the parties. Attorney fees, staff time and witness fees

shall not be shared between the parties and shall be paid by the party that incurred the cost.

The COMPANY shall request a list of seven (7) arbitrators registered with the California State Conciliation Service or some other mutually agreed upon source within ten (10) business days of AFSCME's request. AFSCME and COMPANY shall strike alternating names from the list. The order of striking shall occur through a Flip-Of-A-Coin. The remaining arbitrator shall serve as the hearing officer.

The decision of the arbitrator shall be final and binding.

13.3 Failure to Respond and Extensions of Time

13.3.1 Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level. If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

13.3.2 All time periods specified in this procedure may be extended by mutual written (including email) consent of the AFSCME representative and the designated management representative.

13.3.3 The time limits specified in this Article shall be calculated by excluding Saturdays, Sundays and holidays.

Article 14

GENERAL SCHEDULING: MAINTENANCE DEPARTMENT SUPERVISORS AND GENERAL UNIT EMPLOYEES (EXCEPT FOR CUSTOMER CARE UNIT EMPLOYEES) SCHEDULING

14.1 Employee work schedules may vary throughout the organizations. Except as provided in Article 15 or 14.7 below, an employee's Superintendent/Manager shall advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

14.2 In the event of staffing problems, employees may be temporarily reassigned for up to thirty (30) calendar days.

14.3 An employee shall not leave their department or COMPANY property during work hours without authorization from their Superintendent/Manager. COMPANY recognizes that there are certain positions that require employees to work outside of COMPANY property during work hours.

14.4 Existing practices regarding the scheduling of breaks and lunches shall be maintained.

14.5 The Parties agree that COMPANY, at its option only, may request to Re-Open the terms of this Agreement to discuss changing the work schedules of Employees. The Parties agree that they shall commence negotiations on this topic within thirty (30) calendar days of COMPANY's notice to AFSCME that it is exercising this option.

14.6 Maintenance Department Supervisors and General Unit Employees (except for Customer Care Unit Employees): Work Assignment, Regular Days Offs, and Work Location

14.6.1 The selection of work assignments, regular days off and work locations shall take place in May and November of each year (during the first week of the month) in the Superintendent/Manager's office or as designated by the Superintendent/Manager. The work assignments, regular days off and work locations that have been selected will go into effect in the second Sunday in January and July of each year.

14.6.2 A position seniority list will be provided and posted in advance with dates and times for each employee to know when and what time to report for the bid. Position seniority is defined in Article 17.

14.6.3 A copy of the biddable employee's work schedule will be posted a minimum of two (2) weeks in advance. A copy of the work schedule will also be provided to AFSCME.

14.6.4 COMPANY will determine the number of positions and available shifts, functions and days off. COMPANY shall provide to AFSCME all positions and projected schedules.

14.6.5 Employees shall be allowed the opportunity to bid, in order of position seniority, except for employees who have been on an unpaid leave of absence of greater than six (6) months shall not be allowed to bid. Upon return from the unpaid leave of absence, the employee will be allowed to bid an available open assignment position. An unpaid leave of absence includes any circumstance in which the employee is not earning regular wages for actual work. Worker's compensation leave and cash outs of any accrued leaves are deemed unpaid leaves of absence.

14.6.6 Those on vacation or otherwise not at work during the bid process shall be responsible to contact the Superintendent/Manager prior to the bid to provide contact information or designate, in writing, a proxy or telephone communication.

Employees (or designated proxy) shall be provided ten (10) minutes, at the designated time, to bid on their work schedules. If the employee or designated proxy exceeds the ten (10) minute designated bidding time, then the Superintendent/Manager shall assign the employee an available open assignment position.

Effective April 16, 2024, an employee who has not showed up to bid and has not submitted a proxy in writing shall be deemed to automatically designate the union representative as their proxy.

AFSCME Stewards can provide assistance to the Superintendent/Manager in the bidding process per current practice.

14.6.7 COMPANY may temporarily assign an Employee to a shift based on operational needs for no more than thirty (30) calendar days. Reassignment shall be in accordance with the Mini-Bid Procedure.

14.6.8 If an employee is promoted to another position outside of their bargaining unit or separates from employment more than thirty (30) days before the next scheduled bid, his/her assignment position will become vacant. Such assignment will be posted and filled in accordance with the Mini-Bid Procedure.

14.6.9 If an employee is absent for over thirty (30) calendar days, that employee's schedule will be posted and filled in accordance with the Mini-Bid Procedure.

14.6.10 Mini-Bid Procedure Defined

When a mini-bid is required by this Agreement, the COMPANY shall post the position/assignment available for bid in a common area of the facilities where employees have general access. Employees shall be notified of such positions/assignments by Company email. The posting shall identify the shift days off and location of the position and the opening and closing dates for the bid. The bid shall occur through a posted signup sheet. All employees shall be given preference to bid and fill the same, according to their respective job classification. Position seniority shall prevail in the award of the position/assignment.

If, after the close of the bid period, there are no bids for the position/assignment, COMPANY can assign an employee to the position by reverse position seniority order.

14.7 Vacation and Holiday Bidding for Maintenance Department Supervisors and General Unit Employees (except Customer Service Employee)

14.7.1 Vacation and holiday bids for each calendar year will be conducted at the same time as the shift assignment bid. Employees may use vacation leave as casual vacation days in six (6) month increments to align with the May and November bids. Vacation shall be bid based on position seniority order.

14.7.2 The Superintendent/Manager will post the holiday work schedules for bid seven (7) calendar days in advance of the holiday and will determine the staffing needed to fill the holiday work schedule. Holiday work schedules will be bid in position seniority order. Holiday work schedules not bid will be assigned in reverse position seniority order.

Article 15

TRANSIT SERVICES DELIVERY / OPERATIONS DEPARTMENTAL BIDDING - WORK ASSIGNMENTS, REGULAR DAYS OFF AND WORK LOCATIONS

15.1 Work Assignment, Regular Days Off, and Work Location

15.1.1 The selection of work assignments, regular days off and work locations shall take place in May and November of each year (on the first week of the month) in the Superintendent's/Manager's office or as designated by the Superintendent/Manager. The work assignments, regular days off and work locations that have been selected will go into effect on the second Sunday in January and July of each year.

15.1.2 A position seniority list will be provided and posted in advance with dates and times for each Supervisor to know when and what time to report for the bid. Position seniority is defined in Article 17.

15.1.3 A copy of the biddable Supervisors' work schedule will be posted a minimum of two (2) weeks in advance for review. A copy of the work schedule will also be provided to AFSCME.

15.1.4 COMPANY will determine the number of positions and available shifts, work assignments and days off. These may include some mixed work assignments such as, but not limited to, when a Supervisor is assigned to Road Supervisor, Communications Supervisor, Dispatcher Supervisor, Events/Detours Supervisor, Extra Board Supervisor or Hold Down Supervisor. COMPANY shall provide to AFSCME all positions and projected schedules.

15.1.5 Supervisors shall be allowed the opportunity to bid, in order of position seniority, except for Supervisors who have been on an unpaid leave of absence of greater than six (6) months shall not be allowed to bid. Upon return from the unpaid leave of absence, the Supervisor will be allowed to bid an available open assignment position. An unpaid leave of absence includes any circumstance in which the Supervisor is not earning regular wages for actual work. Workers' compensation leave and cash outs of any accrued leaves are deemed as unpaid leaves of absence.

15.1.6 Those on vacation or otherwise not at work during the bid process shall be responsible to contact the Superintendent/Manager prior to the bid to provide contact information or designate, in writing, a proxy. Employees (or designated proxy) shall be provided ten (10) minutes, at the designated time, to bid on their work schedules. If the Supervisor or designated proxy exceeds the ten (10) minute designated bidding time, then the Superintendent/Manager shall assign the Employee an available open assignment position.

Effective April 16, 2024, A Supervisor who has not showed up to bid and has not submitted a proxy in writing shall be deemed to automatically designate the union representative as their proxy.

AFSCME Stewards can provide assistance to the Superintendent/Manager in the bidding process per current practice.

15.2 If a Supervisor goes on long-term absence or temporary reassignment over thirty (30) calendar days during the effective bid, that employee's schedule will be offered to the "Hold Down" Supervisor in position seniority order. If all "Hold Down" Supervisor decline the schedule, the Superintendent/Manager will assign the schedule at his/her discretion amongst the "Hold Down" Supervisors and/or Supervisors on the day-off rotation by reverse position seniority order. Upon the return from a leave of absence, the Supervisor shall be entitled to return to the same assignment position, provided a bid has not been held.

15.3 If a Supervisor is promoted to another position outside of their bargaining unit or separates from employment more than thirty (30) days before the next scheduled bid, his/her assignment position will become vacant. Such assignment will be posted and filled in accordance with the Mini-Bid Procedure.

15.4 Vacation and Holiday Bidding

15.4.1 Vacation for each calendar year will also be conducted at the same time as the shift assignment bid. Supervisors may use vacations as casual vacation days in six (6) month increments to align with the May and November bids. Vacation shall be bid by position seniority.

15.4.2 Holidays for each calendar year will also be conducted at the same time as the shift assignment bid. Based on the number of holiday work assignments, the Superintendent/Manager will determine the minimum number of supervisors required to bid at the holiday sign-up to fulfill each holiday. Holiday work schedules will be bid in position seniority order. Each Supervisor is required to select two (2) holidays to work in each calendar year. Holiday work schedules remaining open will be re-posted for a mini-bid as set forth in Section 14.6.10.

15.4.3 If any additional holiday position work schedules are required, the Superintendent/Manager will post the open holiday work schedules for bid seven (7) calendar days in advance of the holiday to fill the holiday work schedule. Holiday work schedules will be bid in position seniority order. Holiday work schedules not bid will be assigned in reverse position seniority order.

15.5 Extra Work and Work on Days Off

15.5.1 Day-off work and extra work will be assigned to those Supervisors who voluntarily sign up for day-off work. The list will be initially established at the time of the general sign up in position seniority order and shall thereafter operate on a rotational basis until the next general sign up. A Supervisor who signs up for day-off or extra work after the list is initially established will be placed at the bottom of

the list. A Supervisor who refuses such work assigned in accordance with this procedure shall be rotated as if he/she had worked. Such assignments will be provided by Company email to employees.

15.5.2 A Mandatory Extra Work Days Off list will be composed of all Supervisors on their day off. Mandatory Extra Work on Days Off will be assigned to Supervisors in reverse position seniority order based on position assignment.

15.5.3 Supervisors not available for voluntary day-off work or overtime shall notify the Superintendent/Manager one (1) week before the regular schedule is posted by twelve (12) noon.

15.5.4 Supervisors on a Voluntary Extra Work List will be assigned first as available. Those Supervisors on the "Mandatory Extra Work Days Off List" will be assigned work, in reverse position seniority order, only once the Voluntary Extra Work List is exhausted.

Article 16

HOLIDAYS, EXTRA WORK AND WORK ON DAYS OFF

16.1 Holidays

AFSCME employees will observe the following paid holidays:

New Year's Day

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

16.2 Observance of Holidays

In the event any of the above holidays fall on a Saturday or Sunday, the holiday will be observed on either the preceding Friday or the following Monday.

16.2.1 Employees in the Transit Services Delivery and Maintenance Departments will be required to work observed holidays as applicable in Article 14.7 and 15.4. If an employee works on the observed holiday, the employee shall be paid at 1.5 times their regular rate of pay for the hours worked on the observed holiday and shall also be paid eight (8) hours at their regular rate of pay of holiday pay.

16.2.2 Employees in the Finance, Customer Service, Money Room and Training Departments do not work on observed holidays and no leave time will be charged

that day. If the holiday falls on their regular day off, employees in these Departments may take another day off during the week, after coordination with their manager, in lieu of the holiday and no leave time will be charged that day.

16.3 Floating Holiday Selections

Employees shall have forty (40) hours of floating holiday leave posted to their holiday leave bank on January 1 of each calendar year. Except, however, that an employee hired on or after July 1 of the calendar year, shall have twenty (20) hours posted to their holiday leave bank at their initial hire.

16.3.1 Floating holidays must be used by the end of the calendar year in which they are posted and do not carry over to the following calendar year.

16.3.2 Floating holiday leave shall be used before an employee's vacation leave.

16.4 Holiday Pay During a Vacation, Floating Holiday, Paid or Unpaid Leave of Absence

16.4.1 A holiday occurring during a pre-approved vacation leave, or floating holiday leave will be observed as a holiday and neither vacation nor floating holiday leave will be charged on that day. Workers' compensation leave does not count as paid leave of absence.

16.4.2 A holiday occurring while an employee is on a paid leave (excluding vacation and floating holiday) prior to and after the holiday will be observed as a holiday and no leave time will be charged that day, except as provided in Section 16.4.4 below. Workers' compensation leave does not count as paid leave of absence.

16.4.3 Employees on unpaid leave of absence on the day before the holiday or the day after the holiday shall not receive holiday pay for that holiday. Workers' compensation leave does not count as paid leave of absence.

16.4.4 Employees who are assigned/scheduled to work on the holiday and who subsequently call out on the holiday shall not be paid any holiday pay, unless they provide a note from a physician that they received treatment on the date missed, or the date before the holiday or the date after the holiday. Failure to provide a physician's note will require the employee to use sick leave. If the employee does not have sufficient sick leave to cover the missed holiday shift, they will be charged vacation or floating holiday leave. If the employee has no sick, vacation or floating holiday leave, then the holiday shall be unpaid.

Article 17

LAYOFF AND CONTRACTING OUT

17.1 Definition of Layoff

A "layoff" means a separation resulting from lack of work, lack of funds or other economic reasons, abolishment of a position, reorganization, or elimination or reduction in service level as considered necessary by the Chief Executive Officer. An employee may be laid off or demoted without the right of appeal (except that employees may grieve misapplication of seniority and/or order of such action). A layoff is not disciplinary action. A layoff may affect one or more departments and/or positions as the needs of the COMPANY dictate.

17.2 Notice to AFSCME

COMPANY and AFSCME shall meet and confer on the effect of COMPANY's action to lay off employees. This will occur prior to implementation of layoffs, except in emergency circumstances including wherein the COMPANY declares a fiscal emergency. The agreement to meet and confer over the effect of the exercising of a COMPANY right shall not in any way impair the right of the COMPANY to exercise and implement any of its rights to layoff.

COMPANY shall give AFSCME at least four (4) weeks' notice when it is considering layoffs. COMPANY and AFSCME shall commence negotiations regarding the impacts of the layoffs within three (3) calendar days of the notice.

17.3 Order of Layoff

17.3.1 In the event of layoff, probationary employees within the position being reduced shall be the first to be laid off. For each subsequent layoff within the position being reduced, reduction shall be made in inverse order of Position Seniority. All persons affected shall be given at least seven (7) business days' notice of such layoff.

17.3.2 "Position Seniority" is defined as the day the employee begins work in his/her current position. If two (2) or more employees hold the same Position Seniority, seniority shall be determined by Company seniority. If the employees who hold the same Position Seniority also have the same Company seniority or have no Company seniority, Position seniority shall be determined by alphabetical order by last name. Time worked in an acting or interim status shall not count towards Position Seniority.

17.3.3 "COMPANY seniority" is defined as the cumulative time worked by an employee for COMPANY and is calculated to start on the day the employee begins work for the COMPANY.

17.4 Protection of Seniority

Employees laid off shall hold all seniority and recall rights for a period of twelve (12) months following layoff or displacement. Employees shall be required to accept any supervisory position offered by COMPANY in accordance with the displacement and recall provisions outlined herein. Failure to accept an offered position shall constitute a waiver of recall rights.

17.5 Recall

17.5.1 When COMPANY makes the decision to fill a position which becomes vacant, restore a position that was previously reduced, or create new positions, COMPANY shall recall the employee who was laid off or displaced, with the highest COMPANY seniority within the position of the position to be filled within the bargaining unit within the twelve (12) months of the layoff. If no employee with the same position is available, COMPANY shall recall the employee with the highest COMPANY seniority that previously held the position within the bargaining unit.

17.5.2 Employees on layoff lists shall be given preference in filling any vacant position within the AFSCME bargaining unit at a lateral or lower level for which the employee is qualified. COMPANY will make every effort to minimize loss of pay by recalling the employee to the same salary step, or if in a lower range, to the step closest to their pay at layoff.

17.5.3 The layoff list for purposes of recall shall include all employees who have been laid off, displaced or recalled to a lower position.

17.6 Contracting Out

The COMPANY and AFSCME share a common public interest in maintaining the stability and the security of the COMPANY's workforce. As such, the COMPANY agrees to notify AFSCME prior to any decision to contract with an outside party if such contracting out will have a significant, long-term impact on work performed by employees in positions represented by AFSCME. Such notification will be given before a decision to contract out is made, and AFSCME will have an opportunity to comment prior to a determination by the COMPANY to enter into contracting arrangements. If such contracting out will result in potential layoff of any unit member(s), the COMPANY shall meet and confer over the impact and effect such contracting out will have on the membership. This provision shall not apply to contracts already established at the time this Agreement is adopted, unless such programs are expanded.

Article 18

ISSUANCE OF PAYCHECKS AND OTHER COMPENSATION

18.1 COMPANY will issue paychecks semimonthly on the 15th and the last day of the month. For full-time employees, each paycheck will include earnings for all work performed up to

the payroll cut-off dates. In the event that regularly scheduled payday falls on a day off (e.g., a weekend or holiday), the Payroll Department will make every effort to ensure that employees will receive pay on the last business day before the regularly scheduled payday.

18.2 COMPANY will maintain its direct deposit program, by which an employee's net payroll check will be deposited into his/her designated account at his/her financial institution and will be available on payday. No live checks will be issued. Employees can have up to three (3) direct deposit locations.

Article 19

COURT APPEARANCES AND JURY DUTY

19.1 Court or Administrative Hearings

19.1.1 Whenever COMPANY requires an AFSCME member to attend a court or administrative hearing on behalf of COMPANY, COMPANY shall compensate the member at the regular rate of pay, less any compensation received by the member as a result of the appearance.

19.1.2 Whenever an AFSCME member is a plaintiff in a court hearing filed against COMPANY, other than a PERB hearing or grievance hearing held pursuant to the terms of this Agreement where the employee is the grievant or AFSCME representative, the member shall be placed on authorized unpaid leave to attend such hearing.

19.1.3 As required by the Meyers-Milias-Brown Act, whenever an AFSCME member is required to testify or appear in a PERB hearing or grievance proceeding, the employee shall not suffer any loss of compensation.

19.1.4 Whenever an AFSCME member under a court subpoena is required to testify in a matter directly or indirectly involving COMPANY, COMPANY agrees to compensate the employee at the employee's base rate of pay, less any other compensation received by the employee as a result of such appearance, for all time spent in court during the employee's regularly scheduled workday. Time spent in court on regularly scheduled days off or after the regularly scheduled workday is not compensable.

19.2 Jury Duty

19.2.1 When an AFSCME member receives notice of a call to jury duty, the member will notify his/her manager within five (5) business days of the notice.

19.2.2 When an AFSCME member is required to serve as a juror on a regularly scheduled workday, the member will be excused from work on that day. The member shall receive pay equal to the member's regular daily pay less the fee for service as a juror. Total compensation shall not exceed eighty (80) hours in any twelve (12) month period.

19.2.3 An employee must furnish COMPANY with advance notice of service as a juror and submit official records of jury pay received to be eligible for supplemental jury pay.

19.2.4 Supplemental jury pay shall be paid only for days on which the employee was scheduled to work, but did not work due to service as a juror.

19.2.5 An employee shall report for the regularly scheduled shift on days for which he/she is not on jury duty.

19.2.6 Employees receiving notices of call to jury duty will be temporarily reassigned to the first shift during the week of jury summons, provided that the employee provides fifteen (15) business days' advance notice of jury duty is given.

19.2.7 If the employee has other than Saturdays and Sundays off and serves on a jury for more than five (5) consecutive days, COMPANY shall change the employee's days off to Saturday and Sunday during the week(s) of jury service.

19.2.8 If the employee is assigned a swing or graveyard shift, COMPANY shall change the employee's shift to a day shift during the week(s) of jury service.

Article 20

CALIFORNIA DRIVER'S LICENSE (CDL) FEES AND RELATED PHYSICAL EXAMS

20.1 The basic medical examination required to renew the applicable Class B Driver's License shall be performed by COMPANY's designated physician and will be paid for by COMPANY.

20.2 Any current employee in a job position requiring a California Class B Driver's License who does not pass the medical examination given by COMPANY's designated physician will not be allowed to drive COMPANY vehicles until the medical examination has been passed. In this circumstance, COMPANY may temporarily assign the employee other non-driving duties or may place the employee on an unpaid leave of absence. If an employee cannot pass the medical examination within thirty (30) calendar days, COMPANY may terminate the employee's employment for failure to meet the qualifications for the position, subject to reasonable accommodations as required by applicable laws.

Article 21

UNIFORM AND SAFETY SHOE ALLOWANCE

21.1 Transit Services Delivery/ Operations Supervisors are required to wear uniforms which meet the following requirements:

21.1.1 Pants must be black or gray.

21.1.2 Shirts must be white, gray or black. Black vests, red sweaters, black sweaters and black jackets are also permitted.

21.1.3 Pants and shirts of the same color cannot be worn together (e.g., gray pants and gray shirts or black pants and black shirts). Members shall be permitted to wear an AFSCME emblem on their service shirts or jackets to be placed on the left shoulder. The size of the emblem is subject to COMPANY approval.

21.1.4 Black shoes and neck ties are to be worn at all times. Clip-on ties are acceptable. Tennis shoes of any kind and beanies are not permitted.

21.1.5 COMPANY logo and Employee numbers shall be placed on COMPANY shirts and jackets and placed on the right shoulder and be visible to customers, Operators and COMPANY personnel at all times. COMPANY shall pay for the cost of the embroidery.

21.1.6 Black approved caps with the COMPANY logo may be worn.

21.1.7 Polo shirts can only be worn from July 1 to September 30 of each year. Neck ties shall not be required when and employee wears a polo shirt. COMPANY may designate other days when polo shirts can be worn.

21.2 Uniform Program for Transit Services Delivery/ Operations Supervisors

21.2.1 Effective April 30, 2024, purchases of the prescribed uniform shall be made at the uniform supplier(s) designated by COMPANY. COMPANY will pay to the designated vendor directly the amount of four hundred dollars ($400) to each eligible full-time employee on the employee's start date and on the employee's anniversary date each year thereafter for the purchase of the uniform.

21.2.2 Uniform payments shall not be issued to employees who have performed no service for COMPANY, as covered by this Agreement, since his/her previous position anniversary date.

21.2.3 No uniform payment shall be issued to an employee who leaves the service of COMPANY prior to his/her next position anniversary date.

21.2.4 Employees will be required to wear and properly maintain prescribed uniforms while on duty. Employees must wear their shirt inside his/her trousers with a belt.

21.2.5 Upon termination from employment, employees shall return all COMPANY shirts and jackets containing COMPANY emblems. If an employee does not return the emblems on the COMPANY shirts and jackets, one-hundred dollars ($100) total shall be deducted from their final paycheck.

21.3 Uniforms for Maintenance Supervisors, Utilities Supervisors, Stops and Zones Supervisors, Quality Assurance Specialists, Infrastructure Supervisors, Maintenance

Training Supervisors, and Money Room Supervisors, Inventory Controller, and General Unit employees (excluding Customer Service).

21.3.1 COMPANY shall furnish two-piece uniforms. Employees wearing two-piece uniforms must wear their shirt inside his/her trousers with a belt.

21.3.2 Each employee shall be provided with a maximum of eleven (11) pairs of two-piece uniforms and two (2) lab coats.

21.3.3 COMPANY shall pay the cost of two-piece uniform laundry service for the two-piece uniform and lab coats.

21.3.4 Upon termination from employment, employees shall return all COMPANY shirts and jackets containing COMPANY emblems. If an employee does not return the emblems on the COMPANY shirts and jackets, one-hundred dollars ($100) total shall be deducted from their final paycheck.

21.3.5 The Money Room Supervisor will be provided two (2) sets of coveralls, laundered by the COMPANY.

21.4 COMPANY shall provide an all-weather jacket to Maintenance Training Supervisors, Utilities Supervisors, Stops & Zones Supervisor, Quality Assurance Specialists, Infrastructure and Maintenance Supervisors, Facilities Maintenance Technician, Stops and Zones Lead, Stops and Zones Assistants, and Parts Storekeepers. If a jacket has not been provided to an employee before April 1, 2024, a jacket will be provided to employees by July 1, 2024 and can be replaced every three years if employee shows that the jacket is no longer in good condition, as determined by the applicable Executive Director/Vice President.

21.5 Safety Shoe Allowance for Maintenance Supervisors, Utilities Supervisors, Stops and Zones Supervisor, Quality Assurance Specialists, Money Room Supervisor, Infrastructure and Maintenance Training Supervisors, Stops and Zones Assistant, Stops and Zones Lead, Parts Storekeeper and Facilities Maintenance Technician and Inventory Controller.

21.5.1 COMPANY will issue vouchers in the amount of two-hundred and fifty dollars ($250) to each eligible employee for the purchase of a pair of safety shoes in August of each calendar year.

21.5.2 Purchases of safety shoes shall be made at the shoe supplier(s) and of the type designated by COMPANY.

21.5.3 No subsequent safety shoe voucher shall be issued to an employee who leaves the service of COMPANY prior to August of the calendar year.

21.5.4 Unit members will be required to wear and properly maintain prescribed safety shoes while on duty.

21.5.5 Within six (6) months of ratification of this Agreement (July 1, 2021 to June 30, 2023) by the parties, COMPANY will conduct a risk assessment of required footwear for Utilities, Stops and Zones, Quality Assurance, Infrastructure, Maintenance Training, Money Room, and Maintenance supervisory positions.

Article 22

DISTRIBUTION OF CONTRACT

AFSCME and COMPANY agree to equally share costs in order to have this Agreement printed in pocket-sized booklet form printed at a union print shop. AFSCME will provide each current and new bargaining unit employee a copy of this Agreement during the time it is in effect.

Signature Page

Signed this 28th day of May, 2026.

American Federation, State, County, Municipal Employees, Local 3620

Andres Alva-Cardenas
Business Representative

Dana La Roche
President

Ignacio Pimental
Vice President

Bobby Warren
Treasurer

Thelma Zaras-Medrano
Executive Board Member

Long Beach Public Transportation Company

Kenneth A. McDonald
President and CEO

Lisa Patton
Executive Director/VP, Finance and Budget

Lee Burner
Executive Director/VP, Transit Service Delivery and Planning

James Scott
Executive Director/VP, Maintenance and Infrastructure

Elizabeth Brown
Executive Director/VP, Organizational Development and Administration

Appendix A
Wage Scales

Supervisors (FY 2024-2027)

FY 2024	6.00%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	77.50%	80.00%	82.50%	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%
Range 1	$65,896.30	$68,021.99	$70,147.68	$72,273.37	$74,399.05	$76,524.74	$78,650.43	$80,776.12	$82,901.80	$85,027.49
Range 2	$76,950.36	$79,432.63	$81,914.90	$84,397.17	$86,879.44	$89,361.71	$91,843.98	$94,326.25	$96,808.52	$99,290.79

FY 2025	3.00%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	77.50%	80.00%	82.50%	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%
Range 1	$67,873.19	$70,062.65	$72,252.11	$74,441.56	$76,631.02	$78,820.48	$81,009.94	$83,199.39	$85,388.85	$87,578.31
Range 2	$79,258.87	$81,815.61	$84,372.35	$86,929.08	$89,485.82	$92,042.56	$94,599.30	$97,156.03	$99,712.77	$102,269.51

FY 2026	3.00%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	77.50%	80.00%	82.50%	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%
Range 1	$69,909.39	$72,164.53	$74,419.67	$76,674.81	$78,929.95	$81,185.09	$83,440.24	$85,695.38	$87,950.52	$90,205.66
Range 2	$81,636.64	$84,270.08	$86,903.52	$89,536.96	$92,170.40	$94,803.84	$97,437.28	$100,070.72	$102,704.16	$105,337.60

FY 2027	4.00%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	77.50%	80.00%	82.50%	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%
Range 1	$72,705.76	$75,051.11	$77,396.46	$79,741.81	$82,087.15	$84,432.50	$86,777.85	$89,123.20	$91,468.54	$93,813.89
Range 2	$84,902.10	$87,640.88	$90,379.66	$93,118.44	$95,857.21	$98,595.99	$101,334.77	$104,073.55	$106,812.32	$109,551.10

General Unit (FY 2024-2027)

FY 2024	6.00%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	77.50%	80.00%	82.50%	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%
General Unit 1	$49,976.73	$51,588.88	$53,201.03	$54,813.19	$56,425.34	$58,037.49	$59,649.64	$61,261.80	$62,873.95	$64,486.10
General Unit 2	$57,854.59	$59,720.86	$61,587.14	$63,453.42	$65,319.70	$67,185.97	$69,052.25	$70,918.53	$72,784.80	$74,651.08
General Unit 3	$66,974.14	$69,134.60	$71,295.06	$73,455.51	$75,615.97	$77,776.43	$79,936.88	$82,097.34	$84,257.79	$86,418.25

FY 2025	3.00%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	77.50%	80.00%	82.50%	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%
General Unit 1	$51,476.03	$53,136.54	$54,797.06	$56,457.58	$58,118.10	$59,778.61	$61,439.13	$63,099.65	$64,760.16	$66,420.68
General Unit 2	$59,590.22	$61,512.49	$63,434.75	$65,357.02	$67,279.28	$69,201.55	$71,123.81	$73,046.08	$74,968.34	$76,890.61
General Unit 3	$68,983.37	$71,208.64	$73,433.91	$75,659.18	$77,884.45	$80,109.72	$82,334.99	$84,560.26	$86,785.53	$89,010.80

FY 2026	3.00%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	77.50%	80.00%	82.50%	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%
General Unit 1	$53,020.31	$54,730.64	$56,440.97	$58,151.31	$59,861.64	$61,571.97	$63,282.30	$64,992.64	$66,702.97	$68,413.30
General Unit 2	$61,377.93	$63,357.86	$65,337.80	$67,317.73	$69,297.66	$71,277.60	$73,257.53	$75,237.46	$77,217.40	$79,197.33
General Unit 3	$71,052.87	$73,344.90	$75,636.92	$77,928.95	$80,220.98	$82,513.01	$84,805.04	$87,097.06	$89,389.09	$91,681.12

FY 2027	4.00%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	77.50%	80.00%	82.50%	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%
General Unit 1	$55,141.12	$56,919.86	$58,698.61	$60,477.36	$62,256.10	$64,034.85	$65,813.59	$67,592.34	$69,371.08	$71,149.83
General Unit 2	$63,833.05	$65,892.18	$67,951.31	$70,010.44	$72,069.57	$74,128.70	$76,187.83	$78,246.96	$80,306.09	$82,365.22
General Unit 3	$73,894.98	$76,278.69	$78,662.40	$81,046.11	$83,429.82	$85,813.52	$88,197.23	$90,580.94	$92,964.65	$95,348.36

Customer Service (FY 2024-2027)										
FY 2024	6.00%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	77.50%	80.00%	82.50%	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%
Cust Service 1	$43,172.48	$44,565.14	$45,957.80	$47,350.46	$48,743.12	$50,135.78	$51,528.44	$52,921.10	$54,313.76	$55,706.42
Cust Service 2	$49,976.73	$51,588.88	$53,201.03	$54,813.19	$56,425.34	$58,037.49	$59,649.64	$61,261.80	$62,873.95	$64,486.10
FY 2025	3.00%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	77.50%	80.00%	82.50%	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%
Cust Service 1	$44,467.65	$45,902.09	$47,336.53	$48,770.97	$50,205.41	$51,639.85	$53,074.29	$54,508.73	$55,943.17	$57,377.61
Cust Service 2	$51,476.03	$53,136.54	$54,797.06	$56,457.58	$58,118.10	$59,778.61	$61,439.13	$63,099.65	$64,760.16	$66,420.68
FY 2026	3.00%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	77.50%	80.00%	82.50%	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%
Cust Service 1	$45,801.68	$47,279.15	$48,756.63	$50,234.10	$51,711.57	$53,189.05	$54,666.52	$56,143.99	$57,621.47	$59,098.94
Cust Service 2	$53,020.31	$54,730.64	$56,440.97	$58,151.31	$59,861.64	$61,571.97	$63,282.30	$64,992.64	$66,702.97	$68,413.30
FY 2027	4.00%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	77.50%	80.00%	82.50%	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%
Cust Service 1	$47,633.75	$49,170.32	$50,706.89	$52,243.47	$53,780.04	$55,316.61	$56,853.18	$58,389.76	$59,926.33	$61,462.90
Cust Service 2	$55,141.12	$56,919.86	$58,698.61	$60,477.36	$62,256.10	$64,034.85	$65,813.59	$67,592.34	$69,371.08	$71,149.83

Appendix B
Specific Employee Provisions

SECTION 1: CUSTOMER SERVICE UNIT PROVISIONS

1.1 Higher Class Pay: A Customer Care Agent who is assigned to perform the duties of the Customer Care Escalation Agent, shall be paid at three percent (3%) above their regular pay for time worked in the Customer Care Escalation Agent position. Employees assigned to higher class pay shall be guaranteed at least one hour of higher class pay. After one hour of work at the higher class, employees shall be paid for actual time worked in the higher class assignment, rounded to the closest quarter hour.

1.2 Call Back Pay: Effective April 7, 2024 an employee who is called back to work will be paid at their overtime rate for all called back hours worked.

1.3 Bilingual Pay: COMPANY has implemented a program to provide bilingual pay compensation for Customer Care Agents and Escalation Clerks as of November 28, 2024. The COMPANY retains the sole discretion to determine the number of positions that will be eligible for the bilingual pay, the languages that are needed and the development of the testing. The bilingual bonus will be 0.50 cents per hour for employees in active pay status. The specific eligibility and testing requirements are set forth in the Bilingual Pay Policy.

1.4 The Customer Care Unit employees are subject to the TVIC and Attendance Policies that have been negotiated.

1.5 Work Assignments, Regular Days Off, and Work Location: COMPANY shall have discretion to assign employees to assignments, work shifts and work locations.

1.6 All employees in the Customer Service 1 and 2 Units shall work a 5/8 schedule.

1.7 Employees in the Customer Care units have been converted to 26 pay periods effective in September 2022, or as soon thereafter as practicable.

1.8 Uniforms and Shoes: COMPANY shall reimburse Customer Service Unit employees up to Five Hundred Dollars ($500) per calendar year for the purchase of uniforms, including pants, an all-weather jacket and shoes. As part of the reimbursement, COMPANY shall provide a voucher (at COMPANY-selected vendors) for uniform items with an LBT emblem which shall be purchased from LBT-approved vendors. The amount available for reimbursement/voucher is a combined maximum of $500 total. Customer Care Unit Employees can use their $500 allotment to purchase an all-weather jacket.

SECTION 2: Facilities Maintenance Technician Provisions

2.1 Standby Pay: Effective November 1, 2021, when a Facilities Maintenance Technician is required to be on standby duty for purposes of being on call to handle emergency situations arising at times other than during normal working hours, they shall be compensated for such assigned stand-by hours at Two Dollars and Fifty Cents ($2.50) per hour. Starting in the first full pay period after approval of this Agreement, assignment of Standby shall be on weekly rotation. The selection of the initial start of the rotation will be based on position seniority. The first Facilities Maintenance Technician is assigned the first week of coverage, the second tech the second week and so on until all techs have served one week of on-call service and then the rotation begins again. Employees may not refuse their assigned rotation, but may, upon approval of the manager, arrange for another Facilities Maintenance Technician to cover their assigned standby week.

2.1.1. Project completion: Effective November 1, 2021, Facilities Maintenance Technicians can be required to stay past their regular shift hours to complete repairs/jobs that were started during their normal shift. This project completion time will be compensated as required and will not qualify as standby, call out or call back pay.

2.1.2. Penalty for Non-response: A Facilities Maintenance Technician who is on standby and does not respond to a call within 20 minutes will be subject to discipline. In addition, a Facilities Maintenance Technician who is on standby and does not respond to a call within 20 minutes shall forfeit the standby pay for that day.

2.2 Call Back Pay: Effective November 1, 2021, an employee who is on standby and is called back to work will be paid a minimum of three (3) (including travel time) hours pay at overtime rate.

2.3 Call Out Pay: Effective November 1, 2021, Facilities Maintenance Technicians shall receive a minimum of three (3) hours (including travel time) pay at overtime rates when called in for work after going home from a shift. Call Out Time shall be calculated from the time the employee answers the call. Call Out Pay is contingent on the employee coming into work within one hour of answering the call.

2.4 Telephonic Pay: Effective November 1, 2021, an employee shall receive a minimum of two (2) hours pay at overtime rates when answering a phone call while on standby in which the employee provides assistance over the phone or computer so long as the assistance provided addresses the issue. These hours of Telephonic Pay shall not count as hours worked for purposes of eligibility for overtime pay.

2.5 Out of Class Pay: An employee may be assigned to work in a higher class position by the Manager. When an employee has served in the acting position, the employee shall be paid at three percent (3%) above his/her regular pay for each hour worked in the higher class position.

SECTION 3: Stops and Zones Assistants and Stops and Zones Lead Provisions

3.1 Commercial Vehicle Pay: Effective May 15, 2024, Stops and Zones employees who hold a Commercial Vehicle License and who are assigned by their Manager or Executive Vice President to perform work requiring a Commercial Vehicle License shall be paid Two Percent (2%) of their base rate of pay for each hour worked when actually performing work requiring commercial vehicle license and will be paid a minimum of one-hour and thereafter rounded to the nearest quarter-hour.

3.2 Out of Class Pay for Stops and Zones Tech/Assist: An employee may be assigned to work in a higher class position by the Manager. When an employee has served in the acting position, the employee shall be paid at three percent (3%) above his/her regular pay for each hour worked in the higher class position.

3.3 Out of Class Pay for Stops & Zones employees only: Effective April 30, 2024, Stops & Zones Assistants, Stops & Zones Lead are eligible for Out of Class Pay. When an employee is assigned by their Manager to perform the full-time duties of a higher-level position (Lead, Supervisor or Manager) they shall be paid an additional three percent (3%) of their base rate of pay for each hour worked, in the higher-level position, rounded up to the nearest quarter of an hour. Employees shall be guaranteed one (1) hour of out of class pay.

SECTION 4: Parts Storekeepers Provisions

4.1 Out of Class Pay: Effective April 30, 2024, Parts Storekeepers are eligible for Out of Class Pay. When an employee is assigned by their Manager to perform the full-time duties of a higher-level position (Lead, Supervisor or Manager) they shall be paid an additional three percent (3%) of their base rate of pay for each hour worked, in the higher-level position, rounded up to the nearest quarter of an hour. Employees shall be guaranteed one (1) hour of out of class pay.