

NORTH COUNTY TRANSIT

SAN DIEGO RAILROAD

Agenda

Thursday, December 18, 2025

Regular Meeting: 2:00 P.M.

**Location: NCTD Administrative Offices,
810 Mission Avenue, Oceanside, CA 92054**

View Live Stream at:
<https://www.youtube.com/GoNCTD>

MISSION

North County Transit District, operating as North County Transit – San Diego Railroad’s mission is to operate an environmentally sustainable and fiscally responsible transit network that provides seamless mobility for all while achieving organizational and operational excellence.

VISION

NCTD envisions a comprehensive transit and mobility system that connects all North County San Diego residents and visitors to a healthy, economically vibrant, and thriving region.

For individuals with disabilities, NCTD will provide assistive services. To obtain such services or copies of documents in an alternate format, please call or write, a minimum of 72 hours prior to the event, to request these needed reasonable modifications. NCTD will make every attempt to accommodate requests that do not give 72-hour notice. Please contact the Clerk of the Board at (760) 966-6696 or clerk@nctd.org.

For individuals with sensory disabilities, this document is available in alternate formats. For information, please contact the Clerk of the Board at 760/966-6696 or clerk@nctd.org. Persons with hearing impairment, please use the California Relay Service (CRS): 800/735-2929 TTY; 800/735-2922 voice; 800/855-3000 Spanish. CRS Customer Service: 877/632-9095 English or 877/419-8440 Spanish.

Agenda materials can be made available in alternative languages upon request. To make a request, please call (760) 966-6696 or email clerk@nctd.org at least 72 hours in advance of the meeting.

Los materiales de la agenda de NCTD están disponibles en otros idiomas. Para hacer una solicitud, llame al (760) 966-6696 o por correo electrónico a clerk@nctd.org al menos 72 horas antes de la reunión.

Any writings or documents provided to a majority of the members of the NCTD Board of Directors regarding any item on this agenda will be made available for public inspection at the office of the

Clerk of the Board located at 810 Mission Avenue, Oceanside, CA 92054, during normal business hours.

PUBLIC COMMENT

IN-PERSON PARTICIPATION AT THE BOARD MEETINGS: All persons wishing to address the Board of Directors during the meeting can do so in-person. Speakers must complete a "Request to Speak" form provided before entering the Board Room at NCTD, 810 Mission Avenue, Oceanside, CA. The completed form must be given to the Clerk of the Board before that agenda item is called. Members of the public may also submit their comments via email at publiccomment@nctd.org. All comments received prior to the start of the Board or Committee meeting will be provided to the Board/Committee and made available for public inspection on the NCTD website at: <https://gonctd.com/about-nctd/board-information/> prior to the meeting and included in the record of the Board/Committee Meeting.

VIRTUAL PARTICIPATION AT THE BOARD MEETINGS: Pursuant to Government Code section 54953, NCTD is providing alternatives to in-person attendance for viewing and participating in NCTD Board and/or Committee meetings.

Zoom Participation:

Members of the public may view or participate in the meeting through Zoom from a PC, MAC, iPad, iPhone, or Android device, at the following URL: <https://nctd.zoom.us/j/82846871954?pwd=ePwWP5oOePYu8jLGGr4qBW7AVaTH9h.1>
Passcode: 507406

Phone Participation:

To join the meeting by phone, dial 669-900-6833
Webinar ID: 828 4687 1954
Passcode: 507406

If you would like to speak on an agenda item via Zoom during the meeting, you must email the Clerk of the Board at clerk@nctd.org. Please provide the Clerk your name and item number you wish to comment on. *If you plan on calling into the Zoom meeting rather than videoconferencing, you must also provide the telephone number you will be using.* You must be logged on to the Zoom meeting by phone or online to speak. When it is your turn to comment, the Clerk of the Board will call you by name or phone number. Members of the public may register with the Clerk of the Board to speak on an agenda item until the public comment period for that item is closed.

The public may also provide oral comments on agenda items by calling (760) 966-6560. When prompted, the caller should identify the agenda item they wish to speak about and leave a message not to exceed three minutes. All telephonic comments received prior to the start of the Board or Committee meeting will be provided to the Board/Committee prior to the meeting and made available for public inspection on the NCTD website at: <https://gonctd.com/about-nctd/board-information/>.

REGULAR MEETING BEGINNING AT 2:00 PM

- **CALL TO ORDER**
- **ROLL CALL OF BOARD MEMBERS**
- **PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- **SAFETY BRIEF & EVACUATION PROCEDURES – Suheil Rodriguez, Director of Administration/Clerk of the Board**
- **CHANGES TO THE AGENDA**
- **PUBLIC COMMUNICATIONS**

There is a time limit of 15 minutes for this section of Public Communications and each speaker is limited to three minutes for their presentation.

All written and/or telephonic comments received by 5:00 p.m. the day before the meeting will be shared with the Board of Directors and made available for public inspection prior to the meeting. Written and/or telephonic comments may not be read aloud or played for the Board of Directors during the meeting. All telephonic and written comments will be made part of the record.

A. MINUTES

Approve Minutes for NCTD's Regular Board Meeting of November 20, 2025
(*Suheil Rodriguez, Director of Administration/Clerk of the Board*)

B. CONSENT ITEMS 1 – 9

Items reviewed and recommended for approval by the Executive Committee (EXEC), Marketing, Service Planning and Business Development Committee (MSPBD), Performance, Administration and Finance Committee (PAF), Staff (S), or Board (B)

All matters listed under CONSENT are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion on these items prior to the time the Board votes on the motion, unless members of the Board, the Chief Executive Officer, or the public, request specific items to be discussed and/or removed from the Consent Calendar for separate action. A request from the public to discuss an item must be filed with the Clerk of the Board on the "Request to Speak" form before that agenda item is called.

ITEMS PULLED FROM CONSENT WILL BE MOVED TO THE END OF THE AGENDA

1. Receive the Monthly Intergovernmental Affairs Report (S) (Attachment 1A and 1B)
(*Mary Dover, Chief of Staff*)
2. Receive the Monthly Transit Operations Performance Report for October 2025 (S)
(Attachment 2A)
(*Ioni Tcholakova, Manager of Service Planning*)
3. Approve FY2027-2031 Capital Improvement Plan (S) (Attachments 3A – 3F)
(*Tracey Foster, Chief Development Officer*)
4. Authorize the Exercise of Options for the Purchase of Two Zero Emission Battery Electric Buses Pursuant to Agreement No. 06719-01 Between the State of Washington and New Flyer Industries (S)
(*Jeff Hiott, Deputy Chief Operating Officer – Bus and Security*)
5. Receive Nominations for the NCTD's Board Leadership Positions for Calendar Year 2026 (S)
(*Suheil Rodriguez, Director of Administration/Clerk of the Board*)

6. Adopt Regular Board and Committee Meeting Schedule for Calendar Year 2026 (S)
(Attachment 6A)
(Suheil Rodriguez, Director of Administration/Clerk of the Board)
7. Approve Revised FY26 Class and Compensation Schedule (S) (Attachment 7A and 7B)
(Adrienne Johnson, Deputy Chief People Officer)
8. Approve Labor Agreement between NCTD and the Teamsters Local No. 542 for Maintenance Employees (S) (Attachment 8A)
(Adrienne Johnson, Deputy Chief People Officer)
9. Approve Labor Agreement between NCTD and the Amalgamated Transit Union for Road Supervisor/Dispatch Supervisor, Operations Control Supervisor, and Maintenance Clerks (S) (Attachment 9A)
(Adrienne Johnson, Deputy Chief People Officer)

C. INFORMATION ITEMS 10 AND 11

10. Receive an Update on Current NCTD Redevelopment Projects (Attachment 10A)
(Lillian Doherty, Director of Land Use, Planning and Asset Control)
11. Receive Employee Service Recognition Presentation (Attachment 11A)
(Adrienne Johnson, Deputy Chief People Officer)

- **CHIEF EXECUTIVE OFFICER'S REPORT**
- **BOARD MEMBER REPORTS, COMMENTS, AND CORRESPONDENCE**
- **REMAINING PUBLIC COMMUNICATIONS**
 - For any remaining speakers who have completed a "Request to Speak" form.
- **ADJOURNMENT**
- **CERTIFICATIONS AND RULES (FOR BOARD AND PUBLIC INFORMATION)**
 - Posting of Board Agenda (Page 6)
 - Rules for Public Speakers at meetings of the North County Transit District (Page 7)
 - Quorum and Voting Information (Page 8)

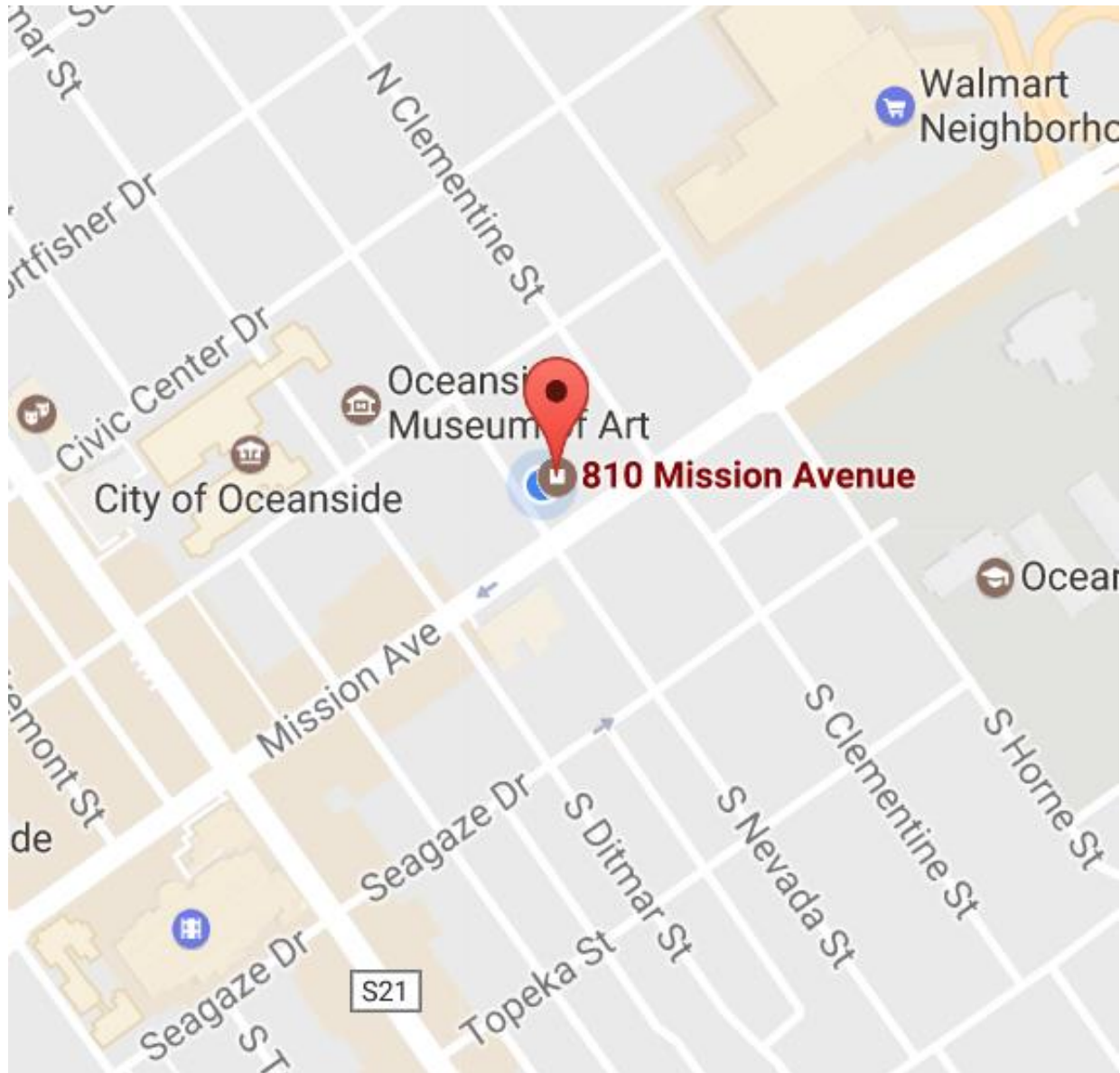
Upcoming Meetings:

- ***Regular Board Meeting: Thursday, January 15, 2026 at 2:00 p.m.***
All Regular Board and Committee Meetings will be held at NCTD Administrative Offices, 810 Mission Ave., Oceanside CA, unless otherwise provided on public notice.

NORTH COUNTY TRANSIT

SAN DIEGO RAILROAD

MAP OF NORTH COUNTY TRANSIT DISTRICT OFFICES



The NCTD Board Chambers is located at NCTD Administrative Offices, 810 Mission Avenue, Oceanside, CA 92054 and is accessible by the COASTER (NCTD Commuter Rail), SPRINTER (NCTD Hybrid Rail), and the BREEZE (NCTD Bus).

Please log onto www.goNCTD.com to check our current routes and schedules, or call 1-800-COMMUTE.

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

December 11, 2025

To: North County Transit – San Diego Railroad Board Members
From: Suheil Rodriguez, Clerk of the Board
Subject: POSTING OF REGULAR BOARD AGENDA

In Compliance with the Ralph M. Brown Act, as Amended, the following information is provided.

The Agenda for this Regular meeting of the Board was posted as follows:

Regular Meeting: December 18, 2026 at 2:00 p.m.

Posted At: 810 Mission Avenue, Oceanside, CA

Posted Online At: www.goNCTD.com

Date & Time of Posting: December 11, 2025 by 5:00 p.m.

Posted By: Suheil Rodriguez, Clerk of the Board

NORTH COUNTY TRANSIT

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Rules for Public Speakers at Meetings of the North County Transit District

Per Board policy, all public communications at meetings of the North County Transit District shall be made and received in accordance with the following procedures:

1. COMMENTS FOR MATTERS NOT ON AGENDA

- A. Total time limit for telephonic comments:
 - Beginning of meeting: 15 minutes
 - End of meeting: No time limit.
- B. Time limit per speaker per meeting: Three minutes, with no donation of time allowed.
- C. Priority: First come, first served. Speakers who registered to speak with the Clerk will be able to address the Board of Directors in the order they were received.
- D. Order on agenda: Comments for matters not on the agenda will be heard at the beginning of the meeting and if the time limit stated in Paragraph A is exhausted, comments that were unable to be heard due to time limit stated above, will be heard at the end of the meeting under “*Remaining Public Communications.*”

2. TIME LIMITS FOR ADDRESSING MATTERS ON THE AGENDA

- A. Total time limit: None.
- B. Time limit per speaker: Three minutes, with one donation of three minutes, for a maximum of six minutes.
- C. These rules apply to both public hearing and non-public hearing items listed on the agenda.
- D. Comments made not germane to the subject matter of the agenda item being considered are out of order.

3. CUTOFF FOR TURNING IN SPEAKER SLIPS

- A. Members of the public may register with the Clerk to speak on an agenda item up until the public comment period is closed.

4. MODIFICATION OF RULES BY CHAIR

- A. The Board Chair may, in his or her absolute discretion, relax the requirements of these rules. However, a decision of the Chair to do so in one instance shall not be deemed a waiver of the rules as to any other instance or matter.

NORTH COUNTY TRANSIT

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Quorum and Voting

Pursuant to Public Utilities Code § 125102, a majority of the Board members eligible to vote shall constitute a quorum for the transaction of business and all official acts of the Board shall require the affirmative vote of a majority of the members of the Board eligible to vote; however, after a vote of the members is taken, a weighted vote may be called by any two members eligible to vote.

In the case of a weighted vote, the County of San Diego and each city (with exception of the City of San Diego), shall, in total, exercise 100 votes to be apportioned annually based on population. Approval under the weighted vote procedure requires the vote of the representatives of not less than three jurisdictions representing not less than 51 percent of the total weighted vote to supersede the original action of the Board. When a weighted vote is taken on any item that requires more than a majority vote of the Board members eligible to vote, it shall also require the supermajority percentage of the weighted vote. County population: The population of the County of San Diego shall be the population in the unincorporated area of the county within the area of jurisdiction of the Board pursuant to Public Utilities Code § 125052.

Jurisdiction	2023 Estimate	Percentage	Vote
Carlsbad	115,045	12.1%	12
Del Mar	3,918	0.4%	1
Encinitas	61,254	6.4%	6
Escondido	150,571	15.8%	16
Oceanside	172,186	18.1%	18
San Marcos	94,823	10.0%	10
San Diego County	240,653	25.3%	25
Solana Beach	12,831	1.3%	1
Vista	100,113	10.5%	11
Total	951,394	100.0%	100
<i>Source: 2023 Estimate via SANDAG Open Data Portal – Updated November 2024</i>			

NORTH COUNTY TRANSIT

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MINUTES OF THE REGULAR MEETING OF THE NORTH COUNTY TRANSIT – SAN DIEGO RAILROAD BOARD OF DIRECTORS HELD ON NOVEMBER 20, 2025

CALL TO ORDER

Vice Chair Sannella called the Regular Meeting to order at 2:00 p.m.

ROLL CALL OF BOARD MEMBERS

1. Kevin Shin (City of Carlsbad) – Board Alternate
2. Mike Sannella (City of San Marcos)
3. Tracy Martinez (City of Del Mar)
4. Jim O'Hara (City of Encinitas)
5. Joe Garcia (City of Escondido) – absent
6. Eric Joyce (City of Oceanside)
7. Jim Desmond (County of San Diego)
8. Jewel Edson (City of Solana Beach)
9. Corinna Contreras (City of Vista)
10. Kent Lee (City of San Diego) – absent

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Board Alternate Shin led the Pledge of Allegiance to the American Flag.

SAFETY BRIEF AND EVACUATION PROCEDURES

Suheil Rodriguez, Clerk of the Board, reviewed emergency evacuation procedures.

CHANGES TO THE AGENDA

None

PUBLIC COMMUNICATIONS

Silvia Sanchez, Valley Center, expressed concern regarding BREEZE routes 304, 388 and 604. She and other riders depend on these routes to get to work and would like NCTD to reinstate last year's schedule for those routes that used to allow them better connectivity to take the SPRINTER to get to work and return home in the evening. Increased cost in Ubers and long wait times connecting to the SPRINTER has made it challenging for her work commute. She wishes that

prior service schedules were reinstated, including the stop on Saxony Road on BREEZE route 304.

Mark Stephens, San Diego, spoke regarding the proposed COASTER train platform in downtown San Diego. He would like more outreach to the community and more information shared outside of just the renderings shared thus far.

APPROVAL OF THE MINUTES OF THE OCTOBER 23, 2025 REGULAR BOARD MEETING

ON THE MOTION OF BOARD MEMBER O'HARA TO APPROVE THE MINUTES OF THE OCTOBER 23, 2025 REGULAR BOARD MEETING, SECONDED BY BOARD MEMBER CONTRERAS.

AYES: SANNELLA, SHIN, MARTINEZ, O'HARA, JOYCE, DESMOND, EDSON, CONTRERAS

NOES: NONE

ABSENT: GARCIA

ABSTAIN: NONE

MOTION PASSES.

APPROVAL OF CONSENT ITEMS 1 – 5

1. Receive the Monthly Intergovernmental Affairs Report
2. Receive the Monthly Transit Operations Performance Report for September 2025
3. Receive the Marketing, Service Planning and Business Development Committee Chair Report for the October 28, 2025 Meeting
4. Award Agreement No. 26000 to Moffatt and Nichol for As-Needed Rail and Transit Engineering and Environmental Services for SPRINTER Corridor Infrastructure Improvements
5. Approve Calendar Year 2026 Board Leadership Nominating Committee

ON THE MOTION OF BOARD MEMBER DESMOND TO APPROVE CONSENT ITEMS 1 – 5, SECONDED BY BOARD MEMBER EDSON.

AYES: SANNELLA, SHIN, MARTINEZ, O'HARA, JOYCE, DESMOND, EDSON, CONTRERAS

NOES: NONE

ABSENT: GARCIA

ABSTAIN: NONE

MOTION PASSES.

OTHER BUSINESS ITEM NO. 6

6. Conduct Public Hearing for Weekend Service Standardization Modifications and COASTER Connection Service Change

Shawn Donaghy, CEO, Mary Dover, Chief of Staff, and Ioni Tcholakova, Manager of Service Planning, provided an update on the proposed modifications to bus and train service. In September, the Board approved staff's recommendation to set a public hearing for November 20, 2025 to consider modifications to weekend BREEZE service and proposed changes to the Sorrento Valley COASTER connection service.

Staff proposed adding Sunday service to BREEZE Routes 304 and 318 and eliminating Saturday service on BREEZE Routes 325 and 347 to create one weekend schedule as opposed to two separate Saturday and Sunday schedules. The weekend standardization efforts will support NCTD's initiative to balance weekend service levels systemwide. Additionally, the COASTER Connection service has seen low ridership since June 2024 when NCTD took over the routes after the San Diego Metropolitan Transit System (MTS) decided to eliminate the service. Staff recommended maintaining the two highest-performing routes, FLEX 473 and 479, and eliminating the other three. FLEX 473 connects the Sorrento Valley COASTER Station to smaller businesses east of I-805 that may not have the resources to provide their own employer-sponsored shuttles. FLEX 479 connects the UTC area and UCSD – maintaining this route allows NCTD to expand on its partnership with UCSD to provide students with access to all of NCTD's transit services.

Glen Leider, public speaker, resident of Carlsbad was concerned with the service modification for BREEZE Route 325.

Jack Lee, public speaker, spoke regarding the proposed elimination of the Sorrento Valley COASTER Connection. He recommended that Routes 471, 472 and 473 cover the east side of Sorrento Valley and Routes 478 and 479 cover the west side, so no riders are without transit.

In response to public speaker, Glen Leider, Mary Dover responded that Route 315 will be deviated to cover existing service for Route 325.

Board Member Edson understands the difficult position that NCTD is in considering the elimination of the Sorrento Valley COASTER Connection service but was concerned with the 78 public comments regarding the service change. She hopes that NCTD can find creative ways to continue to serve the impacted customers. CEO Donaghy responded that NCTD has looked at ways to continue the service but may face operational challenges with factors like distance and connectivity to the COASTER schedule. NCTD will continue to work with the cities, businesses, SANDAG and MTS to find alternative ways to serve that community.

Board Member Joyce asked regarding the several deviations for Route 315. CEO Donaghy responded that although it is not uncommon in the transit industry, significant outreach will need to be done so that riders know where the deviations occur. The deviations will now add three trips on each Saturday and Sunday. This will take effect in February 2026.

Board Member Contreras asked if the Board could receive an update on the service since modifications are made. Mary Dover responded that each month, the Board receives a report that outlines ridership on each mode. However, staff can provide a report on routes that are being modified due to this particular service change within six months. Board Member Contreras further asked about the frequency of Route 347 and about the possibility of eliminating that route and instead having microtransit service that area versus a fixed route bus. CEO Donaghy responded that it runs Monday through Saturday, and it is an important route because it connects Palomar College with California State University, San Marcos and many students use the service. Mary Dover added that NCTD finds that it is more efficient to have a high-capacity vehicle, like a BREEZE bus, to transport students, instead of NCTD+. Board Member Contreras asked if Sorrento Valley COASTER Station is still the most highly used station; CEO Donaghy said it's one of the least. However, NCTD values its partnership with UCSD and does not wish to eliminate it altogether.

Board Alternate Shin asked why MTS eliminated the Sorrento Valley COASTER Connection service. CEO Donaghy explained that after MTS eliminated the service, NCTD resumed it to help get customers to their employment centers, even though it is not in its service area. NCTD has not seen a resurgence in ridership after the COVID-19 pandemic and it has become challenging to keep the service. Board Alternate Shin recommended that NCTD place on their website the exact amount of trip costs and subsidized costs to run each service, that way people are aware. CEO Donaghy mentioned that NCTD plans to revamp its website to include more details and real-time information for the public. Board Alternate Shin also recommended that NCTD consider emerging technology in order to assist in finding solutions to their service challenges.

Board Member O'Hara wondered if NCTD is focusing too much on getting riders to high-value job areas, where they may be using their own vehicle, and instead allocate funds to the service areas where there is, in fact, a need. NCTD will not be able to serve everyone but rather focus on the riders that do want and need bus service.

Board Member Martinez agreed with Board Member O'Hara in that NCTD must provide service but also needs to be fiscally responsible with their funds and resources.

ON THE MOTION OF BOARD MEMBER CONTRERAS TO APPROVE ITEM 15, SECONDED BY BOARD MEMBER DESMOND.

AYES: SANNELLA, SHIN, O'HARA, JOYCE, DESMOND, EDSON, CONTRERAS

NOES: NONE

ABSENT: GARCIA

ABSTAIN: NONE

MOTION PASSES.

CHIEF EXECUTIVE OFFICER'S REPORT

Shawn Donaghy reported the following:

- Holiday Express begins on Saturday December 6th at 9:00 a.m. Tickets sold out in just a couple hours.
- He will be in DC to discuss the DOT proposal on the highway trust fund.
- FTA Administrator, Mark Molinaro, approved a grant where NCTD will receive \$16M to replace some of its aging bus vehicles.
- A safety and security update was discussed at the Marketing, Service Planning and Business Development Committee in October. NCTD has seen a decrease in arrests and an increase in the homeless outreach thanks to the Transit Enforcement Security Unit with the San Diego Sheriff's Office.
- Pedestrian Tunnel Artwork ribbon cutting and press conference will be held at the Oceanside Transit Center on Monday, November 24th at 4:00 p.m.
- The Oceanside Transit Center walkway improvement project from the SPRINTER to COASTER is almost complete. A ticket vending machine will also be installed nearby.

BOARD MEMBER REPORTS, COMMENTS, AND CORRESPONDENCE

Board Member Joyce reported that the City of Oceanside voted to move forward with the Oceanside Transit Center Redevelopment Project. He also recommended that NCTD prepare packets ahead of the legislative advocacy season, so that the Board is in sync with potential projects and funding requests. CEO Donaghy responded that he would be happy to advocate for the Board's respective city projects and requests. Mary Dover, Chief of Staff, will prepare a legislative update very soon.

Board Alternate Shin mentioned a happy belated 250th birthday for all Marines and happy Veterans Day for those who have served. He also wishes Board Chair Bhat-Patel the best with the arrival of her new baby.

Board Member Martinez asked if the Board could get a monthly email with important dates of NCTD events. Mary Dover will send one out going forward.

REMAINING PUBLIC COMMUNICATIONS

None

ADJOURNMENT

Vice-Chair Sannella adjourned the meeting at 3:17 p.m. Submitted by Suheil Rodriguez, Clerk of the Board, for the North County Transit – San Diego Railroad (NCTD).

BOARD CHAIR

North County Transit – San Diego Railroad

CERTIFICATION

I, Suheil Rodriguez, duly appointed and qualified, Clerk of the Board of NCTD, do hereby certify that the above is a true and correct copy of the Minutes of the Regular Board Meeting held on November 20, 2025 approved by the Board of Directors of NCTD adopted at a legally convened meeting of the Board of Directors of NCTD held on December 18, 2025.

CLERK OF THE BOARD

North County Transit – San Diego Railroad

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STAFF REPORT

RECEIVE THE MONTHLY INTERGOVERNMENTAL AFFAIRS REPORT

Time Sensitive: ☐ Consent: ☒

**STAFF
RECOMMENDATION:**

Receive the Monthly Intergovernmental Affairs Report for November 2025.

**BACKGROUND
INFORMATION:**

Attached are the Monthly Intergovernmental Affairs Reports for November 2025 (Attachments A and B) submitted by Manatt and Townsend Public Affairs. The monthly reports provide updates on federal and state legislative activity impacting North County Transit – San Diego Railroad (NCTD). Highlights of the November reports include:

Legislative Activity and Updates – Federal:

Shutdown Agreement Reached: On November 12, President Trump signed legislation to end the federal government shutdown after eight Senate Democrats voted with all Republican Senators to pass a continuing resolution (CR) that extends existing funding levels through January 30, 2026. The legislative package also included a “minibus” of three fiscal year (FY) 2026 appropriations bills: Agriculture-Food and Drug Administration, Military Construction-Veterans Affairs, and Legislative Branch. As part of the agreement, Senate leadership committed to a vote in December on legislation to extend *Affordable Care Act* premium tax credits. With Congress back in session, the Legislature will resume work on completing the remaining FY 2026 appropriations bills.

NCTD Receives Bus Grant Award: On November 20, the Federal Transit Administration announced the award of \$2 billion from the Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive Program. The awards covered 165 transit projects in 45 states and Washington, D.C. NCTD received a \$16.8 million grant award from the Low or No Emission Grant Program to replace 30 end-of-life compressed natural gas (CNG) buses. These buses will primarily operate on BREEZE routes dispatched out of NCTD’s East Division facility in Escondido.

FTA Removes Immigration Enforcement Requirements: On November 16, the FTA removed the Immigration Enforcement Condition (IEC) from its Master Grants Agreement following a decision issued by the U.S. District Court for the District of Rhode Island that declared the IEC unlawful and no longer enforceable. FTA’s Master Grant Agreement contains the standard terms and conditions that apply to every grant, cooperative agreement, and loan authorized by federal transportation law or administered by the FTA.

Legislative Activity and Updates – State:

CA Voters Approve Proposition 50 – On November 4, California voters passed Proposition 50, which authorized the temporary use of new Congressional District maps through 2030. As a result of Prop. 50’s passage, NCTD’s service area will be represented primarily by the 48th and 49th Congressional Districts, with some portions of southern Escondido now represented by the 50th District.

State Budget Update – On November 19, the Legislative Analyst’s Office (LAO) released its annual Fiscal Outlook for the State’s 2026-27 budget cycle. Despite the strength of recent state revenues, the LAO projects an \$18 billion budget deficit, which represents an increase of \$5 billion from previous expectations. Additionally, the LAO anticipates structural deficits of approximately \$35 billion per year starting in 2027-28 due to spending growth continuing to outpace revenue growth. In its Fiscal Outlook, the LAO advises the Legislature to prioritize ongoing solutions, including spending reductions and/or revenue increases, rather than one-time or temporary fixes to address future deficits.

Grant Activity

Below is an overview of successful grant awards in Calendar Year (CY) 2024, as well as successful and pending awards year-to-date in CY 2025. NCTD was the lead applicant for these grant applications, except where otherwise noted.

CY 2024		CY 2025	
Successful Awards		Pending Awards	Successful Awards
San Dieguito Double Track Phase 2 (INFRA) \$53.9 million		SPRINTER Improvements (Congressionally Directed Spending) \$1.2 million	Bus Replacement Project (Low or No Emission Grant Program) \$16,774,170
Battery Electric Buses (Community Project Funding) \$500,000		San Diego Subdivision PTC (Community Project Funding) \$600,000	
San Dieguito Double Track Phase 2 (SANDAG – ITIP) \$62 million		Bus Stop Improvements (Community Project Funding) \$250,000	
SPRINTER Double Tracking – East (RAISE) \$10.2 million			
San Dieguito Double Track Phase 2 (SB 125) \$36.4 million			
Eastbrook to Shell Double Track and DMB5 (TIRCP) \$38.5 million			
Gender Action Plan (Caltrans) \$367,591			
Transit Signal Priority – 303 (Caltrans) \$344,521			
Total Successful: \$218,986,282		Total Pending: \$2,050,000	

ATTACHMENT: 1A – Federal Monthly Legislative Report (Manatt) – November 2025
1B – State Monthly Legislative Report (Townsend) – November 2025

FISCAL IMPACT: This staff report has no fiscal impact.

COMMITTEE REVIEW: None

STAFF CONTACT: **Mary Dover, Chief of Staff**
E-mail: mdover@nctd.org Phone: 760-967-2895



To: North County Transit District
From: Manatt, Phelps & Phillips LLP
Re: Federal Update – November 2025

The following memorandum summarizes recent federal developments of importance to the North County Transit District:

- Federal Government Shutdown Ends After Bipartisan Agreement Reached
- DOT Awards NCTD Low-No Grant
- DOT Releases BUILD NOFO
- APTA, T&I Committee Condemn Reported Trump Plan to Shift Highway Dollars from Transit
- FTA Releases Finalized Guidance for CIG Program
- Trump Administration Considers Ending Weekly Transit Reporting
- Streamline Transit Projects Act Introduced

Federal Government Shutdown Ends After Bipartisan Agreement Reached

- On November 12, Congress enacted legislation to end the longest federal government shutdown in U.S. history. For over a month, Congress was deadlocked as Senate Democrats demanded that any continuing resolution (CR) include enhanced premium tax credits (PTCs) for the Affordable Care Act (ACA) to prevent millions of Americans from experiencing price hikes in their healthcare premiums.
- Eight Democratic Senators joined all Republicans in voting for a continuing resolution that extends funding through January 30. They argued that the growing operational harm of the shutdown—particularly to federal workers, Supplemental Nutrition Assistance Program (SNAP) beneficiaries, and national transportation systems—outweighed the strategic value of continuing to hold out for a guaranteed extension of the enhanced PTCs at this stage. While the agreement does not include an extension of the enhanced PTCs, it does secure a commitment to hold a Senate vote in December on the measure.
- Included in the CR are three FY26 appropriations bills: Agriculture–FDA, Military Construction–VA, and the Legislative Branch. Bill language also requires the Trump Administration to reverse shutdown-related firings dating back to October 1 and prevents additional firings through January 30. In addition, along with a mid-December vote on the PTCs, the CR negotiations yielded the following political commitments:

- A commitment to include language in future appropriations bills clarifying Congress's funding intent to prevent administrative reprogramming of funds.
- A commitment to process remaining FY 2026 funding bills to avoid a year-long CR.
- House Appropriations Chairman Tom Cole (R-OK) indicated this week that he had reached consensus with his Senate counterpart, Senate Appropriations Chair Susan Collins (R-ME) on topline numbers for five of the six following bills: Transportation-HUD, CJS, Interior-Environment, State-Foreign Operations, Homeland Security, and Financial Services. Currently included in the Senate's Transportation-Housing and Urban Development bill is NCTD's SPRINTER Platform and Track Enhancement Project for \$1.5 million. Given the size of Defense, Labor-HHS and Energy & Water, they are still discussing topline numbers for those bills. While Senate Majority Leader John Thune (R-SD) indicated he would like to have another minibuss appropriations bill on the floor this month, he acknowledged this week that is unlikely to happen given that the Senate has only 7 legislative days remaining in their schedule this month. There also seems to be competing ideas between the House & Senate as to which bills they would like to see in the next minibuss. The House appropriations leadership has indicated they want to move a minibuss that does not include DoD and Labor-HHS (they prefer to move those separately), while the Senate has indicated they would like to move a combination of the DoD, Labor-HHS, CJS and Transportation-HUD.

DOT Awards NCTD Low-No Grant

- The U.S. Department of Transportation (DOT) and Federal Transit Administration (FTA) [announced](#) its award selections through the Buses and Bus Facilities/Low or No-Emission Grant Programs. Among the awards is a \$16 million award for NCTD. Historically, the Bus Facilities/Low-No grant program has received more applications than funding available, leading DOT to only select projects demonstrating outstanding merit.
- FTA's Grants for Buses and Bus Facilities Program supports capital projects to replace, rehabilitate, buy, or lease buses and related equipment and to rehabilitate, buy, build, or lease bus-related facilities. The Low or No Emission Program awards funds on a competitive basis for transit agencies to buy or lease low-emission or zero-emission transit buses, along with related equipment and facilities. Notably, FTA did not award applicants seeking funding for zero-emission buses in the FY25 funding round.

DOT Releases BUILD NOFO

- On November 26, DOT released the FY 2026 Notice of Funding Opportunity (NOFO) for the Better Utilizing Investments to Leverage Development (BUILD) Grant Program. The goal of the BUILD program is to fund transportation infrastructure projects with significant local or regional impact. There is \$1.5 billion in available funding through this round. All applications are due by February 24, 2026 at 5 PM ET. Award selections are expected to be announced by June 28, 2026. The NOFO can be found on [grants.gov](https://www.grants.gov).
- BUILD funds can support a variety of different transportation initiatives. These include projects for transit authorities. DOT intends to release an amended NOFO soon, clarifying its priorities and eligible uses. However, it is expected that most of the acceptable activities under BUILD are to remain the same.

APTA, T&I Committee Condemn Reported Trump Plan to Shift Highway Dollars from Transit

- The American Public Transportation Association (APTA) [condemned](#) recent reporting asserting that the Trump Administration is considering new policy to eliminate the Mass Transit Account of the Highway Trust Fund and prohibit States from using their highway funds for public transit. The two proposals were sent to the White House Office of Management and Budget (OMB) for evaluation. The Trump Administration is also hoping Republicans on Capitol Hill consider the changes and include them in the upcoming Surface Transportation Reauthorization bill.
- Despite backing from the White House, some Republicans and all Democrats are expected to oppose this measure. Rep. Sam Graves (R-MO), Chair of the House Transportation and Infrastructure Committee, insisted that the proposal would not be part of the bipartisan reauthorization. Rep. Rick Larsen (D-WA), Ranking Member of the House Transportation and Infrastructure Committee, also condemned the Trump Administration's proposal.

FTA Releases Finalized Guidance for CIG Program

- The FTA released finalized [guidance](#) for its Capital Investment Grants (CIG) program, which included eliminating calculations for a 'social cost of carbon' criteria. The new guidance replaces FTA's December 2024 CIG Policy Guidance. FTA cited Trump Administration priorities and the feedback provided by 16 entities, including transit agencies, that guided its decision-making. FTA requested comments on its preliminary proposal in August and will begin implementing the guidance, starting with the CIG program's FY26 Annual Report ratings. For the comprehensive set of CIG guidance, click [here](#).

Trump Administration Considers Ending Weekly Transit Reporting

- FTA is considering ending the weekly collection and reporting of data on the nation's transit ridership. Information on Americans' use of trains, buses, and other transit options would no longer be reported weekly by transit agencies. In a request for comment on the [Federal Register](#), FTA suggests that weekly reports are no longer fiscally responsible or necessary.
- During the COVID-19 pandemic, FTA determined it necessary to collect ridership data to track nationwide trends in public transportation. FTA notes that with the end of the federal response to the COVID-19 pandemic, weekly reports are "not required by statute, and after two years of experience with this data collection, FTA has now determined the WE-20 reporting requirement no longer offers sufficient value relative to the administrative burden on transit agencies and is inconsistent with this Administration's deregulatory priorities." Going forward, FTA suggests that recipients of federal transit dollars will report data on an annual or monthly basis.

Streamline Transit Projects Act Introduced

- Sen. Mike Lee (R-UT) introduced legislation to streamline environmental reviews for transit projects. The Streamline Transit Projects Act ([S. 3284](#)) would authorize the Secretary of Transportation to enter into a memorandum of understanding with interested state transit agencies to assume responsibility under the National Environmental Policy Act (NEPA) for one or more transit projects.
- Participating states would be required to determine whether certain activities are included within classes of action identified by the Secretary that are categorically excluded from requirements for environmental assessments or environmental impact statements. Proponents of the bill hope its reforms will accelerate project delivery timelines and reduce costs for transit projects.
- Cosponsoring the legislation are Sens. John Curtis (R-UT), Mark Kelly (D-AZ), and Raphael Warnock (D-GA). Additionally, the APTA issued a statement of support, asserting that "this legislation brings long-overdue modal parity by providing public transit agencies with the same authority long afforded to our highway partners. Empowering transit agencies to approve their own categorical exclusions will cut red tape, speed project delivery, and help communities realize the benefits of better public transportation sooner."

**MEMORANDUM**

To: North County Transit District
From: Townsend Public Affairs
Date: December 3, 2025
Subject: November 2025 Legislative Monthly Report

STATE UPDATES**November 2025 Recap**

Activity at the Capitol remained relatively limited as the Legislature continued its interim recess, focusing primarily on district-based responsibilities and constituent outreach. With formal legislative business paused, most statewide attention centered on the November 4 special election, during which voters approved Proposition 50. The measure shifts responsibility for drawing congressional district boundaries from the independent redistricting commission to the Legislature through 2030, affirming the redistricting framework previously enacted in [AB 604](#) (Aguiar-Curry/Gonzalez, 2025). Immediately following its approval, Proposition 50 became the focus of two federal lawsuits that contest the legality of the Legislature's role in drawing the new congressional maps.

On the Executive Branch front, Governor Newsom traveled to the United Nations Climate Change Conference to participate in scheduled events and meetings. His attendance included discussions with international delegates, presentations on California's climate policies, and participation in forums related to global emissions and clean-energy initiatives.

Meanwhile, activity intensified around the emerging 2026 governor's race; with Governor Newsom term-limited, attention is turning to a widening field of potential successors. Candidates vying to succeed Governor Newsom have been facilitating statewide conversations about housing, affordability, education, and infrastructure.

Statewide political attention will continue to intensify as the gubernatorial campaign moves into a more active phase, with candidates increasing public appearances, policy rollouts, and fundraising efforts. Several other statewide and legislative races are also progressing, with campaigns beginning to solidify their messaging and organizational structures ahead of the 2026 election cycle.

While major legislative action will remain limited during the recess, December is poised to be a month of heightened political positioning as candidates and policymakers prepare for a busy election year and the return to formal legislative activity.

California's Proposition 50 Maps at the Center of Expanding Federal Litigation

The statewide special election on November 4 resulted in voter approval of Proposition 50; however, the measure has since become the subject of two separate federal lawsuits that could

significantly affect its implementation for the 2026–2030 election cycles. With Proposition 50's passage, California is positioned to advance new congressional districts pursuant to the provisions enacted in [AB 604](#) (Aguilar-Curry/Gonzalez, 2025).

California's new congressional map is now facing parallel legal challenges that question its validity. The actions, filed independently by the U.S. Department of Justice and the California Republican Party, argue that the Legislature relied too heavily on racial data when drawing the new districts.

The first lawsuit was [filed](#) on November 5 by Assemblymember David Tangipa, the California Republican Party, and several individual plaintiffs in the U.S. District Court for the Central District of California, naming Governor Newsom and Secretary of State Shirley Weber as defendants. The plaintiffs argue that the Legislature engaged in an unauthorized mid-decade redistricting, contrary to state constitutional limits that allow redistricting only once per census cycle. They further contend that race was used as a predominant factor in the map-drawing process, citing an expansion of Latino-majority or "Voting Rights Act" districts without what they view as adequate legal justification. The lawsuit asks the court to declare Proposition 50 unconstitutional and reinstate the prior congressional district map before the 2026 election cycle.

A second lawsuit, [filed](#) on November 13 by the U.S. Department of Justice, mirrors and broadens many of these challenges. The DOJ argues that the newly adopted map relies too heavily on racial demographics, particularly in its treatment of Hispanic voters, in ways that may violate the Equal Protection Clause and the Voting Rights Act. While the DOJ's challenge follows the Republican Party's lawsuit, it signals heightened federal scrutiny of California's redistricting process and increases the potential legal exposure facing the State.

Together, the lawsuits introduce substantial legal and political uncertainty for the proposed changes to California's congressional landscape. From a legal standpoint, the cases will test the boundaries of permissible consideration of race in the redistricting process and clarify whether Proposition 50 permits the mid-cycle replacement of district lines. Politically, the outcomes could affect the competitiveness of several congressional districts and may influence how states approach both racial and partisan considerations when redrawing maps in future cycles.

Both cases are pending, and no timeline has been set for resolution. Until the courts determine the fate of Proposition 50 and the resulting congressional map, the State's redistricting framework and the districts that will be used in upcoming elections remain uncertain.

LAO Releases Fiscal Outlook for 2026-27

On November 19, the Legislative Analyst's Office (LAO) [released](#) its annual Fiscal Outlook for the State's 2026-27 budget cycle, offering an independent assessment of California's budget condition for the coming fiscal year along with multi-year projections of revenues, expenditures, and structural balance. As always, the analysis reflects existing state and federal policies and does not anticipate future actions by the Administration, Legislature, or federal government. Despite stronger personal income tax collections, the LAO now projects an \$18 billion budget deficit, which is larger than previously expected.

Recent state revenues have strengthened, driven largely by stock-market gains linked to AI-related growth in the tech sector. However, the LAO cautions that these trends may not be sustainable and notes parallels to the dot-com bubble. Moreover, the recent revenue boost does

not improve the State's bottom line because constitutionally required increases in Prop 98 school funding and Prop 2 debt payments absorb most of the gains. Additional cost pressures across Medi-Cal, CalFresh, pensions, and corrections further widen the shortfall.

Beginning in 2027-28, the State is projected to face ongoing structural deficits of roughly \$35 billion per year as expenditure growth continues to outpace revenues, major cost increases associated with HR 1 are phased in, and one-time solutions expire. After three consecutive years of shortfalls, California's reserves have declined to approximately \$14 billion, and most temporary measures have already been exhausted, leaving the State less prepared for an economic downturn.

The Governor's January budget will provide updated economic and revenue assumptions produced by the Department of Finance, but the LAO advises the Legislature to prioritize ongoing solutions rather than temporary fixes. They recommend treating any unexpected revenue gains as one-time in nature and directing them toward rebuilding reserves or reducing budgetary debt rather than expanding ongoing program commitments.

LAO Releases Overview of HR 1 and Its Implications for CalFresh

On November 13, the Legislative Analyst's Office (LAO) [released](#) an assessment of the federal HR 1, the One Big Beautiful Bill Act, outlining its anticipated impacts on CalFresh. The analysis highlights significant changes to program eligibility, benefit levels, and state and county administrative costs.

CalFresh, the State's implementation of the federal Supplemental Nutrition Assistance Program (SNAP), provides monthly food benefits to low-income individuals and families to help them purchase groceries. Benefits are distributed via an electronic benefits card and play a central role in addressing food insecurity and supporting basic nutritional needs across the State.

According to the LAO, [HR 1](#) proposes broad revisions to federal nutrition programs that are expected to reduce CalFresh participation and benefit amounts. A major component of the bill is the expansion of work requirements for Able-Bodied Adults Without Dependents. HR 1 would increase the age range subject to time-limited benefits, narrow several existing exemptions, and impose more stringent standards for waivers based on local economic conditions. Collectively, these changes could render a substantial share of current recipients ineligible. The measure also reduces eligibility for certain immigrant groups, which the LAO estimates would remove tens of thousands of Californians from federally funded food assistance.

Beyond eligibility changes, HR 1 includes provisions that would lower benefits for many households. The bill places restrictions on how the federal Thrifty Food Plan can be updated – limiting future increases in maximum benefits – and curtails California's ability to use its Standard Utility Allowance, which currently raises benefits for many recipients. It also eliminates federal nutrition education funding starting in October 2025. These changes are projected to result in widespread reductions in monthly support and, for some households, the complete loss of assistance.

HR 1 also shifts additional financial responsibility from the federal government to states and counties. Beginning in 2027, states with payment error rates above newly imposed thresholds would be required to cover a share of benefit costs. Based on recent performance, California could potentially be responsible for an estimated \$2 billion in annual CalFresh benefit payments

unless error rates improve. Administrative costs are also expected to rise in 2026 when the federal reimbursement rate decreases, increasing state and county obligations for program operations.

To support preparation for these potential changes, the enacted 2025–26 state budget includes funding for system updates, county implementation efforts, payment error reduction strategies, and resources for food banks. The LAO notes that the ultimate impact of HR 1 will depend on forthcoming federal guidance and the timelines for implementing the new requirements.

California Supreme Court Reverses Precedent on Police Complaint Procedures

On November 10, the [California Supreme Court](#) invalidated Penal Code section 148.6, a 1995 law that made it a misdemeanor to knowingly file a false complaint against a police officer. The Court concluded that, although preventing intentionally false allegations is a valid state interest, the statute's required warning to complainants created a meaningful risk of discouraging people from reporting potential misconduct.

The law required individuals to sign a notice acknowledging potential criminal penalties before a complaint could be submitted. The Court found that this process, administered by law-enforcement personnel and enforced by the same agency receiving the complaint, could deter even good-faith complainants and therefore placed an unconstitutional burden on protected speech. The decision also cited statewide findings, including repeated recommendations from the Racial and Identity Profiling Advisory Board, that the advisory requirement could discourage individuals from coming forward with legitimate concerns.

The ruling overturns the Court's own [2002 precedent](#) upholding the statute, rendering section 148.6 unenforceable going forward. Law-enforcement agencies will no longer administer the advisory or apply the related misdemeanor provision, and the decision is expected to prompt updates to complaint-intake procedures across the state.

Department of the Interior to Open Offshore Drilling Leases in California

On November 20, the Department of Interior (Interior) [announced](#) a [Secretary's Order](#) to reopen the National Outer Continental Shelf Oil and Gas Leasing Program after it was limited under the Biden Administration. The leases, to be granted before October 2026, would include at least six zones on the West Coast, including near California, and allow for the exploration, siting, construction, and operation of new offshore drilling platforms. The 60-day notice on the order requires a public comment period, which is expected to open by early December.

Despite new leases being issued in other parts of the country, California has not seen new drilling platforms constructed since the 1980s, largely due to public opposition and tourism and fishery-dependent economies noting the negative impacts of a potential spill. Governor Gavin Newsom has since [announced](#) his opposition to the Department of Interior's proposal.

The State has robust environmental protection laws, [including](#) the California Environmental Quality Act (CEQA), the California Coastal Sanctuary law, and the California Coastal Act, which could at least delay construction or incentivize oil and gas companies to prioritize other sites not in California.

STAFF REPORT

RECEIVE THE MONTHLY TRANSIT OPERATIONS PERFORMANCE REPORT FOR OCTOBER 2025

Time Sensitive: ☐ Consent: ☒

**STAFF
RECOMMENDATION:**

Receive the Monthly Transit Operations Report for October 2025.

**BACKGROUND
INFORMATION:**

The Monthly Transit Operations Performance Report (TOPR) provides an overview of NCTD's performance trends by mode as they relate to budgeted goals and minimum performance standards for each month of the fiscal year. NCTD's performance goals are developed as part of the annual operations budget development process. Minimum performance standards are set forth in each modal operations and maintenance contract.

The monthly TOPR is intended to provide performance reporting on key performance indicators without the detailed analysis of trends that are included in the annual TOPR. The data contained in this staff report is unaudited and subject to change. Starting in FY 2025, staff removed certain metrics from the TOPR attachment to improve legibility and allow for the inclusion of the NCTD+ mode. Metrics removed include passengers per revenue mile and metrics related to LIFT response time and pick-up windows. These metrics will continue to be tracked internally for performance management purposes.

Attached to this staff report is a table that provides information on NCTD's modal performance compared to the established goals or standards, as well as a comparison to the previous fiscal year.

Systemwide Performance

October 2025 systemwide ridership was 756,607, which is 11.0% below the budgeted goal and 6.5% below the October 2024 ridership of 809,157. October 2025 was also 75.4% of FY19 pre-pandemic levels.

BREEZE Performance

BREEZE boardings in October 2025 totaled 512,517, below the budgeted goal of 548,765 by 6.6% and a 2.1% decrease compared to October 2024. October 2025 was also 81.3% of FY19 pre-pandemic levels. BREEZE on-time performance (OTP) was 84.4% for the month, above/below the minimum performance standard of 88%.

SPRINTER Performance

SPRINTER boardings in October 2025 totaled 142,880, below the budgeted goal of 195,054 by 26.7% and 23.8% decrease compared to October 2024. October 2025 was also 60.0% of FY19 pre-pandemic levels. SPRINTER OTP was 91.7% for the month, below the minimum performance standard of 95%.

COASTER Performance

COASTER boardings in October 2025 totaled 76,549, below the budgeted goal of 77,903 by 1.7% and a 0.2% decrease compared to October 2024. October 2025 was also 66.1% of FY19 pre-pandemic levels. COASTER OTP was 89.7% for the month, above/below the minimum performance standard of 95%.

FLEX Performance

FLEX boardings in October 2025 totaled 10,363, below the budgeted goal of 10,794 by 4.0% but a 25.1% increase compared to October 2024. October 2025 was also 347.9% of FY19 pre-pandemic levels. FLEX OTP was 83.5% for the month, below/above the performance standard of 88%.

LIFT Performance

LIFT boardings in October 2025 totaled 10,106, below the budgeted goal of 11,231 by 10.0% and a 7.5% decrease compared to October 2024. October 2025 was also 62.2% of FY19 pre-pandemic levels. LIFT OTP was 88.9% for the month, below the minimum standard of 92%. LIFT Productivity, measured by passengers transported per revenue hour, was 2.59 for the month, which is above the minimum performance standard of 1.80 passengers per revenue hour.

NCTD+ Performance

NCTD+ boardings in October 2025 totaled 4,192, below the budgeted goal of 6,366 by 34.2%. Total boardings included 2,053 boardings in the San Marcos Zone and 2,139 in the Vista Zone. NCTD+ OTP was 84.7% for the month, below the minimum standard of 92%.

Youth Opportunity Pass (YOP) Performance

Youth pass usage for October 2025 totaled 110,177 a 13.9% decrease compared to October 2024.

ATTACHMENT: 2A – Monthly Transit Operations Performance Report, October 2025

FISCAL IMPACT: This staff report has no fiscal impact.

COMMITTEE REVIEW: None

STAFF CONTACT: Ioni Tcholakova, Manager of Service Planning
E-mail: itcholakova@nctd.org Phone: 760-966-6588

Transit Performance Report - October 2025

SYSTEM Performance (All Modes)	Goals/Standards ¹	October 2025	Variance from Goal	October 2024	Variance from Prior Year
Total Boardings	850,113	756,607	-11.0%	809,157	-6.5%
Average Weekday Boardings	31,304	27,903	-10.9%	29,734	-6.2%
Average Saturday Boardings	18,548	16,613	-10.4%	17,758	-6.5%
Average Sunday Boardings	14,894	13,211	-11.3%	14,576	-9.4%
BREEZE Performance	Goals/Standards ¹	October 2025	Variance from Goal	October 2024	Variance from Prior Year
Total Boardings	548,765	512,517	-6.6%	523,670	-2.1%
Average Weekday Boardings	20,153	18,794	-6.7%	19,208	-2.2%
Average Saturday Boardings	11,808	10,948	-7.3%	11,380	-3.8%
Average Sunday Boardings	9,507	9,114	-4.1%	9,094	0.2%
Boardings per Revenue Hour	14.70	13.70	-6.8%	13.88	-1.3%
On-Time Performance	88.0%	84.4%	-4.1%	80.3%	5.0%
SPRINTER Performance	Goals/Standards ¹	October 2025	Variance from Goal	October 2024	Variance from Prior Year
Total Boardings	195,054	142,880	-26.7%	187,546	-23.8%
Average Weekday Boardings	7,173	5,413	-24.5%	6,885	-21.4%
Average Saturday Boardings	4,009	2,470	-38.4%	3,917	-36.9%
Average Sunday Boardings	3,510	2,126	-39.4%	3,381	-37.1%
Boardings per Revenue Hour	96.09	71.05	-26.1%	93.48	-24.0%
On-Time Performance	95.0%	91.7%	-3.4%	97.2%	-5.6%
COASTER Performance	Goals/Standards ¹	October 2025	Variance from Goal	October 2024	Variance from Prior Year
Total Boardings	77,903	76,549	-1.7%	76,711	-0.2%
Average Weekday Boardings	2,913	2,746	-5.7%	2,804	-2.1%
Average Saturday Boardings	2,188	2,823	29.0%	2,166	30.3%
Average Sunday Boardings	1,445	1,644	13.8%	1,907	-13.8%
Boardings per Revenue Hour	38.38	73.37	91.2%	73.62	-0.3%
On-Time Performance	95.0%	89.7%	-5.5%	91.0%	-1.4%
FLEX Performance	Goals/Standards ¹	October 2025	Variance from Goal	October 2024	Variance from Prior Year
Total Boardings	10,794	10,363	-4.0%	8,286	25.1%
Average Weekday Boardings	430	390	-9.3%	323	20.8%
Average Saturday Boardings	147	181	23.0%	140	29.1%
Average Sunday Boardings	77	167	116.2%	72	131.3%
Boardings per Revenue Hour	4.62	4.44	-4.0%	3.55	25.1%
On-time Performance	88.0%	83.5%	-5.1%	79.1%	5.6%
LIFT Performance	Goals/Standards ¹	October 2025	Variance from Goal	October 2024	Variance from Prior Year
Total Boardings	11,231	10,106	-10.0%	10,926	-7.5%
Average Weekday Boardings	453	400	-11.6%	440	-9.0%
Average Saturday Boardings	124	128	3.2%	121	5.8%
Average Sunday Boardings	81	97	19.8%	79	22.8%
Boardings per Revenue Hour	1.80	2.59	43.9%	1.96	32.0%
On-Time Performance	92.0%	88.9%	-3.4%	91.6%	-3.0%
NCTD+ Performance	Goals/Standards ¹	October 2025	Variance from Goal	October 2024	Variance from Prior Year
Total Boardings	6,366	4,192	-34.2%	2,018	107.7%
Average Weekday Boardings	182	160	-12.1%	74	116.2%
Average Saturday Boardings	272	63	-76.8%	34	85.3%
Average Sunday Boardings	274	64	-76.6%	43	48.8%
Boardings per Revenue Hour	1.80	3.46	92.4%	2.76	25.3%
On-Time Performance	92.0%	84.7%	-7.9%	86.1%	-1.6%
Median Wait Time (minutes)	20	17.45	-12.8%	12.55	39.0%

¹ Budgeted goals are developed every fiscal year within budget documents and are based upon ridership projections and past performance while minimum performance standards were generally established in past contracts.

STAFF REPORT

APPROVE THE FY2027-FY2031 CAPITAL IMPROVEMENT PLAN

Time Sensitive: ☐ **Consent:** ☒

**STAFF
RECOMMENDATION:**

Staff recommends that the Board of Directors:

- 1) Approve the proposed FY2027-FY2031 Capital Improvement Program (CIP) budget based on estimated federal and non-federal funding levels (Attachments 3A and 3B);
- 2) Forward a recommendation to the San Diego Association of Governments' (SANDAG) Board of Directors to approve the proposed FY2027 CIP (Attachment 3C) and operating expenses (Attachment 3B) for inclusion in the 2026 Regional Transportation Improvement Program (RTIP); and
- 3) Approve that *TransNet* funds be used for operating expenses with a pledge that the District will expend the funds in compliance with the requirements of the *TransNet* Ordinance and Expenditure Plan.

**BACKGROUND
INFORMATION:**

Each year, North County Transit - San Diego Railroad (NCTD) prepares and submits an update of its baseline five-year CIP by ranking ongoing and new capital investments according to internally established criteria, which ranks state of good repair, regulatory requirements, and safety and security as the highest priorities. Staff also continually review previously approved capital projects to ensure that they are advancing as planned, reallocate funding from projects that have anticipated savings or are no longer being pursued for various reasons, and review capital projects spending regularly to ensure that funds are being spent according to the projects budgets.

Per federal requirements, in order to receive funding, a final list of capital projects must be submitted to SANDAG for approval and incorporated into the RTIP and, subsequently, in the State of California Transportation Improvement Plan. NCTD will have the opportunity to make adjustments to this proposed FY2027-FY2031 CIP during the FY2027 annual budget process that will take place in the first half of calendar year 2026.

CAPITAL NEEDS

For the five fiscal years FY2027-FY2031, NCTD's capital needs total \$575.6 million for primarily state of good repair projects that NCTD implements and \$1.9 billion for capacity enhancing projects implemented by SANDAG under the *TransNet* Program. NCTD's Board of Directors (Board) approves the CIP for projects that are funded and implemented by NCTD.

Attachment 3F identifies Unconstrained CIP needs of \$157.3 million for FY2027 and \$575.6 million for the five-year period. The following is an overview of some of the major needs of the District in the next five years:

- \$150 million for SPRINTER fleet replacements
- \$77.8 million for BREEZE East and West operations and maintenance facilities master plan improvements

- \$62.2 million for Positive Train Control and rail signals
- \$60.9 million for BREEZE fleet replacements
- \$14.8 million for bridge repairs and replacements
- \$8.5 million for COASTER fleet overhauls
- \$7.3 million for SPRINTER fleet overhauls
- \$8.9 million for stations and platforms improvements and wayfinding
- \$2.0 million for Buena Creek grade separation design

FUNDING FORECASTS

NCTD receives federal, state, and local revenue to support both capital projects and ongoing operations. Federal transit funding is subject to annual appropriation by Congress and is administered by the Federal Transit Administration (FTA). FTA formula programs generally provide 80% of the cost of eligible activities that are primarily capital. The formula for determining each metropolitan area's share of FTA funds involves population, density, bus and rail vehicle miles, and rail route miles. State and local funding sources provide the match to the FTA programs.

State and local sales tax revenues from the Transportation Development Act (TDA) and *TransNet* programs are a significant source of funding for NCTD. SANDAG is responsible for the apportionment of these funds, as well as forecasting revenues for the TDA and *TransNet* local sales tax programs. The share of TDA and TransNet fund is allocated to NCTD and the Metropolitan Transit System (MTS) based on the population of each transit agency's service areas.

The State of California State Controller's Office estimates the state apportionments of the State Transit Assistance (STA) and State of Good Repair (SGR) programs by January 31 of each year pursuant to statutory requirements.

Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, increased gasoline and diesel taxes and added new vehicle taxes and fees to fund transportation. SB1 also created the State Rail Assistance (SRA) Program by directing a portion of new revenue specifically to intercity rail and commuter rail operators. Most of the program funding is directed by statutory formula to rail operators.

Attachment 3B shows the preliminary grants revenue estimates for the next five fiscal years FY2027-FY2031. Final estimates and allocations of funding will be presented in May/June 2026 prior to adoption of the FY2027 proposed Operating and Capital budgets.

PROPOSED FY2027-FY2031 CIP

District staff is proposing a capital budget of \$51.4 million for FY2027, which is \$105.9 million below the unconstrained needs of \$157.3 million, \$36.4 million above the Board target of \$15 million for capital investment, and \$34.6 million below the \$86 million funded in FY2026.

The CIP investment proposed over FY2027-FY2031 (Attachment 3A) is \$65.3 million, which is \$490 million below the unconstrained needs of \$575.6 million.

A detailed list of the proposed FY2027-FY2031 projects is included in Attachments 3C through 3E. The FY2027-FY2031 CIP will be reauthorized with the approval of the FY2027 operating budget. All years beyond FY2027 are subject to change.

DISCRETIONARY GRANT PROGRAMS

The District's Discretionary Grant Program identifies grant opportunities to support projects contained in the District's CIP. Staff will continue to aggressively pursue discretionary grant opportunities to help meet the needs of NCTD's CIP.

STAFF RECOMMENDATION

Staff recommends that the Board:

- 1) Approve the proposed FY2027-FY2031 CIP budget based on estimated federal and non-federal funding levels (Attachments 3A and 3B);
- 2) Forward a recommendation to the SANDAG Board of Directors to approve the proposed FY2027 CIP (Attachment 3C) and operating expenses (Attachment 3B) for inclusion in the 2026 RTIP; and
- 3) Approve that *TransNet* funds be used for operating expenses with a pledge that the District will expend the funds in compliance with the requirements of the TransNet Ordinance and Expenditure Plan.

ATTACHMENT:

3A - FY2027-FY2031 CIP Constrained Baseline
3B - FY2027-FY2031 Grant Funding Summary
3C - FY2027 CIP Constrained Projects
3D - FY2028 CIP Constrained Projects
3E - FY2029 CIP Constrained Projects
3F - FY2027-FY2031 CIP Unconstrained Baseline

FISCAL IMPACT:

The fiscal impact for FY2027 is estimated grant revenues of \$172,224,174, with \$51,390,885 used for the FY2027 CIP and \$120,833,289 million available for operating and preventative maintenance expenditures.

COMMITTEE REVIEW:

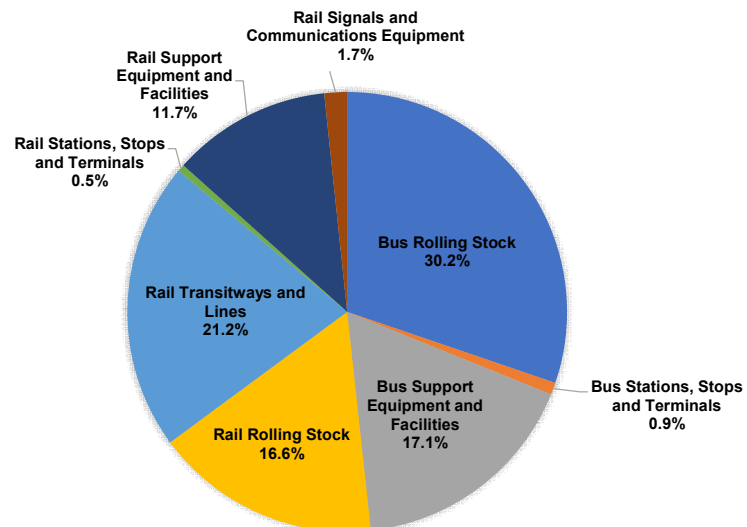
Performance, Administration and Finance
December 15, 2025

STAFF CONTACT:

Tracey Foster, Chief Development Officer
E-mail: tfoster@nctd.org Phone: 760-966-6674

**NORTH COUNTY TRANSIT DISTRICT
CAPITAL IMPROVEMENT PROGRAM
FY2027 - FY2031
CONSTRAINED BASELINE**

FTA Scope	FTA Scope Description	FY2027	FY2028	FY2029	FY2030	FY2031	5-Year
111	Bus Rolling Stock	\$ 19,734,360	\$ -	\$ -	\$ -	\$ -	19,734,360
113	Bus Stations, Stops and Terminals	\$ 575,000	\$ -	\$ -	\$ -	\$ -	575,000
114	Bus Support Equipment and Facilities	\$ 9,104,000	\$ 1,770,000	\$ 315,000	\$ -	\$ -	11,189,000
121	Rail Rolling Stock	\$ 4,787,500	\$ 2,047,500	\$ 4,000,000	\$ -	\$ -	10,835,000
122	Rail Transitways and Lines	\$ 8,580,025	\$ 5,250,025	\$ -	\$ -	\$ -	13,830,050
123	Rail Stations, Stops and Terminals	\$ 350,000	\$ -	\$ -	\$ -	\$ -	350,000
124	Rail Support Equipment and Facilities	\$ 7,176,000	\$ 475,000	\$ -	\$ -	\$ -	7,651,000
126	Rail Signals and Communications Equipment	\$ 1,084,000	\$ -	\$ -	\$ -	\$ -	1,084,000
Total Constrained CIP		\$ 51,390,885	\$ 9,542,525	\$ 4,315,000	\$ -	\$ -	65,248,410



**NORTH COUNTY TRANSIT DISTRICT
GRANT FUNDING SUMMARY
FY2027 - FY2031**

Grant	FY2027	FY2028	FY2029	FY2030	FY2031	5-Year Total
Federal Transit Administration (FTA) Section 5307	\$ 27,962,316	\$ 27,962,316	\$ 27,962,316	\$ 27,962,316	\$ 27,962,316	\$ 139,811,580
Federal Transit Administration (FTA) Section 5337	20,142,466	20,142,466	20,142,466	20,142,466	20,142,466	100,712,330
Federal Transit Administration (FTA) Section 5339	1,848,288	1,848,288	1,848,288	1,848,288	1,848,288	9,241,440
Federal Transit Administration (FTA) Section 5311	641,568	641,568	641,568	641,568	641,568	3,207,840
Federal Transit Administration (FTA) Low No	16,774,170	-	-	-	-	16,774,170
Transportation Development Act (TDA) 4.0	50,240,000	51,285,000	52,706,000	54,207,000	55,291,140	263,729,140
Transportation Development Act (TDA) 4.5	2,635,000	2,690,000	2,765,000	2,844,000	2,900,880	13,834,880
State Transit Assistance (STA)	12,042,825	12,042,825	12,042,825	12,042,825	12,042,825	60,214,125
STA State of Good Repair	2,088,577	2,088,577	2,088,577	2,088,577	2,088,577	10,442,885
State Rail Assistance (SRA)	3,900,000	3,900,000	3,900,000	3,900,000	3,900,000	19,500,000
Zero-Emission Transit Capital Program (ZETCP)	3,467,415	3,467,415	-	-	-	6,934,830
TransNet - Transit Services (Senior and Disabled)	491,000	503,000	520,000	538,000	548,760	2,600,760
TransNet - Transit Services (Operations and Capital)	18,504,000	18,981,000	19,603,000	20,279,000	20,684,580	98,051,580
TransNet - New Major Corridor Transit Operations	8,424,216	8,676,943	8,937,251	9,205,369	9,389,476	44,633,255
TransNet - Major Corridor Capital Projects	-	-	-	-	-	-
Low Carbon Transit Operations Program (LCTOP)	3,062,333	3,062,333	3,062,333	3,062,333	3,062,333	15,311,665
Total Grants Revenue	\$ 172,224,174	\$ 157,291,731	\$ 156,219,624	\$ 158,761,742	\$ 160,503,209	\$ 805,000,480
Allocations						
Capital Improvement Program	\$ 51,390,885	\$ 9,542,525	\$ 4,315,000	\$ -	\$ -	\$ 65,248,410
Minimum Capital District Goal *	-	5,457,475	10,685,000	15,000,000	15,000,000	46,142,475
Preventive Maintenance	40,103,980	41,307,099	42,546,312	43,822,701	45,137,382	212,917,474
Available for Operating Expenses	80,729,309	100,984,632	98,673,312	99,939,041	100,365,827	480,692,121
Total Allocations	\$ 172,224,174	\$ 157,291,731	\$ 156,219,624	\$ 158,761,742	\$ 160,503,209	\$ 805,000,480

* Minimum District goal of \$15 million annually

NOTE: Grant revenues subject to change based on State allocation of funding and revised estimates from SANDAG and the State Controller's Office

**NORTH COUNTY TRANSIT DISTRICT
FY2027 CAPITAL IMPROVEMENT PROGRAM
CONSTRAINED PROJECTS**

Scope and Project Name	FY2027 CIP	% of Total
111 Bus Rolling Stock	\$ 19,734,360	38.4%
CNG Buses	\$ 19,734,360	
113 Bus Stations, Stops, and Terminals	\$ 575,000	1.1%
Bus Stop Imp_ Phase II - Construction	\$ 575,000	
114 Bus Support Equipment and Facilities	\$ 9,104,000	17.7%
FY23 BREEZE Lifts	\$ 125,000	
Trapeze EAM for Bus Modes	\$ 750,000	
HASTUS Daily Modules _ EPM_Bid	\$ 750,000	
BOW Unleaded Dispensers	\$ 145,000	
BOW Veeder-Root Replacement	\$ 115,000	
BOE & BOW Pavement - Construction	\$ 1,030,000	
BOW BOE Electrical Upgrades - Construction	\$ 935,000	
Utility Carts Purchase	\$ 400,000	
ETC Wood Structures Improvements	\$ 500,000	
Portable Bus Lift Replacements	\$ 240,000	
Fire Alarm System - Construction	\$ 550,000	
BOE Steam Rack Replacement	\$ 150,000	
BOW Storeroom Fire Suppression System - Design	\$ 250,000	
FY27 Server Upgrade	\$ 64,000	
BOW Medium Duty Lift Razor Replacements	\$ 60,000	
FY27 Network Upgrades	\$ 175,000	
BOE In-Ground Lift Replacements	\$ 375,000	
BEB Charging Expansion Project	\$ 530,000	
FY27 Standby Power Systems Refresh	\$ 510,000	
BOW In-Ground Lift Replacements	\$ 500,000	
BOW Elevator Modernization	\$ 650,000	
Gas Detection-BOE Body Shop - Design	\$ 300,000	
121 Rail Rolling Stock	\$ 4,787,500	9.3%
BiLevel Overhaul Installations	\$ 2,047,500	
Bilevel Overhaul Design	\$ 480,000	
FY27 SPRINTER Powerpack Component OH	\$ 2,260,000	
122 Rail Transitways and Lines	\$ 8,580,025	16.7%
Rose Canyon Bridges - Design	\$ 1,750,000	
Br 207_6 bearing - Construction	\$ 410,000	
MP 256.5 Drainage - Design	\$ 250,000	
CP Ash Turnout - Construction	\$ 4,000,025	
Grand Avenue and Carlsbad Village Drive Grade Crossing Safety Enhancements - Construction	\$ 750,000	
Bridge 209_9 - Construction	\$ 900,000	
CP Longboard Drainage - Construction	\$ 520,000	
123 Rail Stations, Stops and Terminals	\$ 350,000	0.7%
FY24 Ticket Vending Machines	\$ 350,000	
124 Rail Support Equipment and Facilities	\$ 7,176,000	14.0%
COASTER Image Recorders BUILD	\$ 2,250,000	
Wayside Power Cabinets - Construction	\$ 281,000	
FY25 COASTER Turntables - Design	\$ 50,000	
MOW Building Tenant Improvements - Construction	\$ 200,000	
COF Pits Structural Repr Construction	\$ 395,000	
COASTER Turntables - Construction	\$ 380,000	
Maintenance-of-Way Track Charts	\$ 800,000	
COF Train Wash - Construction	\$ 1,900,000	
Solana Beach Station Storefront Improvements - Constuction	\$ 150,000	
Solana Beach Glass Canopies - Design	\$ 180,000	
COASTER Fuel Dispense Syst Cons	\$ 370,000	
COF Warehouse Improvements	\$ 220,000	
126 Rail Signals and Communications Equipment	\$ 1,084,000	2.1%
FY27 PTC Communications System Refresh	\$ 1,084,000	
TOTAL FY2027 CIP	\$ 51,390,885	100.0%

**NORTH COUNTY TRANSIT DISTRICT
FY2028 CAPITAL IMPROVEMENT PROGRAM
CONSTRAINED PROJECTS**

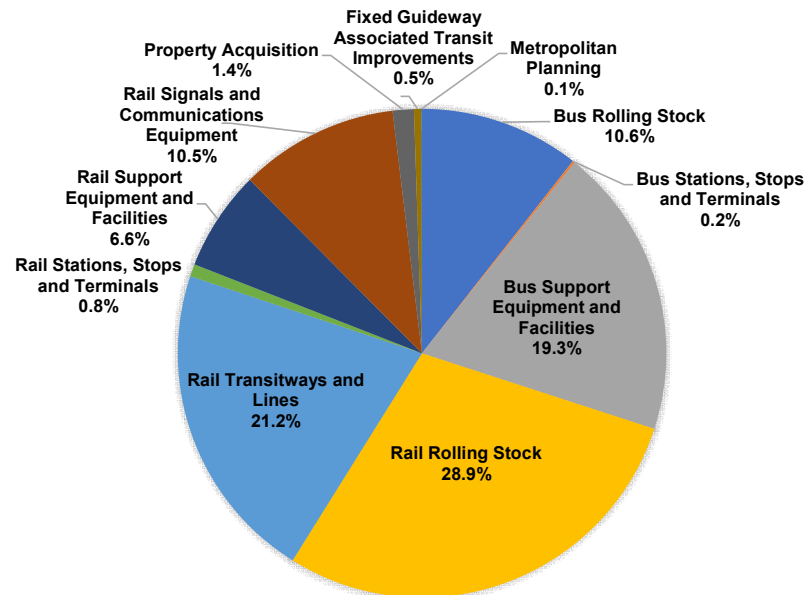
Description	FY2028 CIP	% of Total
114 Bus Support Equipment and Facilities	\$ 1,770,000	18.5%
BOE & BOW Pavement - Construction	\$ 825,000	
BOW-BOE Fleetwatch Expansion - Construction	\$ 945,000	
121 Rail Rolling Stock	\$ 2,047,500	21.5%
BiLevel Overhaul Installations	\$ 2,047,500	
122 Rail Transitways and Lines	\$ 5,250,025	55.0%
Rose Canyon Bridges - Design	\$ 500,000	
CP Ash Turnout - Construction	\$ 4,000,025	
Grand Avenue and Carlsbad Village Drive Grade Crossing Safety Enhancements - Construction	\$ 750,000	
124 Rail Support Equipment and Facilities	\$ 475,000	5.0%
COF Train Wash - Construction	\$ 475,000	
TOTAL FY2028 CIP	\$ 9,542,525	100.0%

**NORTH COUNTY TRANSIT DISTRICT
FY2029 CAPITAL IMPROVEMENT PROGRAM
CONSTRAINED PROJECTS**

Description	FY2029 CIP	% of Total
114 Bus Support Equipment and Facilities	\$ 315,000	7.3%
BOW-BOE Fleetwatch Expansion - Construction	\$ 315,000	
121 Rail Rolling Stock	\$ 4,000,000	92.7%
BiLevel Overhaul Installations	\$ 4,000,000	
TOTAL FY2029 CIP	\$ 4,315,000	100.0%

**NORTH COUNTY TRANSIT DISTRICT
CAPITAL IMPROVEMENT PROGRAM
FY2027 - FY2031
UNCONSTRAINED BASELINE**

FTA Scope	FTA Scope Description	FY2027	FY2028	FY2029	FY2030	FY2031	5-Year
111	Bus Rolling Stock	\$ 19,734,360	\$ 41,210,000	\$ -	\$ -	\$ -	\$ 60,944,360
113	Bus Stations, Stops and Terminals	\$ 875,000	\$ -	\$ -	\$ -	\$ -	\$ 875,000
114	Bus Support Equipment and Facilities	\$ 12,089,500	\$ 22,277,000	\$ 27,055,000	\$ 49,535,000	\$ -	\$ 110,956,500
121	Rail Rolling Stock	\$ 42,350,000	\$ 82,272,500	\$ 41,562,500	\$ -	\$ -	\$ 166,185,000
122	Rail Transitways and Lines	\$ 12,960,025	\$ 54,491,754	\$ 35,236,152	\$ 13,039,875	\$ 6,421,552	\$ 122,149,358
123	Rail Stations, Stops and Terminals	\$ 3,950,000	\$ 850,000	\$ -	\$ -	\$ -	\$ 4,800,000
124	Rail Support Equipment and Facilities	\$ 12,274,000	\$ 23,966,000	\$ 1,850,000	\$ -	\$ -	\$ 38,090,000
126	Rail Signals and Communications Equipment	\$ 44,784,000	\$ 15,800,000	\$ -	\$ -	\$ -	\$ 60,584,000
127	Property Acquisition	\$ 8,000,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000,000
129	Fixed Guideway Associated Transit Improvements	\$ -	\$ 2,765,900	\$ -	\$ -	\$ -	\$ 2,765,900
442	Metropolitan Planning	\$ 299,822	\$ -	\$ -	\$ -	\$ -	\$ 299,822
Total Unconstrained CIP		\$ 157,316,707	\$ 243,633,154	\$ 105,703,652	\$ 62,574,875	\$ 6,421,552	\$ 575,649,940



STAFF REPORT

AUTHORIZE THE EXERCISE OF OPTIONS FOR THE PURCHASE OF TWO ZERO EMISSION BATTERY ELECTRIC BUSES PURSUANT TO AGREEMENT NO. 06719-01 BETWEEN THE STATE OF WASHINGTON AND NEW FLYER INDUSTRIES

Time Sensitive: ☐ Consent: ☒

**STAFF
RECOMMENDATION:**

Authorize the purchase of two battery electric buses, including related items (e.g., radio installation, automatic passenger counters, driver barriers, manuals, delivery, and taxes), from New Flyer Industries, pursuant to Agreement No. 06719-01 between the State of Washington and New Flyer Industries, in an amount not-to-exceed \$2,935,420 (\$1,467,710 per bus), not including any tariffs that may be applicable.

**BACKGROUND
INFORMATION:**

The North County Transit – San Diego Railroad (NCTD) was awarded a grant to partially fund the purchase of battery electric buses to replace vehicles that have exceeded their useful life. In researching options for the acquisition of the two battery electric buses, staff identified Contract No. 006719-01, awarded by the State of Washington to New Flyer on April 1, 2021, and valid through April 1, 2026. The State of Washington contract is structured as a cooperative purchasing contract, which allows multiple agencies to take advantage of the competitively bid pricing for the buses and related items.

Included in the \$1,467,710 price for each bus are a number of upgrades necessary to ensure the new buses are consistent with the existing NCTD fleet, including video surveillance system, Regional Transit Management System (RTMS), automatic passenger counters, destination signs, driver protection barriers, BREEZE paint scheme, flush windows, as well as a change from cloth to vinyl passenger seats. Additionally, NCTD staff recommends functional upgrades to match the other six battery electric buses already in NCTD's fleet, such as upgraded permanent electromagnetic motors and inverters and an additional energy storage system. The total for all upgrades recommended by staff is \$243,945 per bus. NCTD staff has conducted a price analysis and concluded that the pricing submitted by New Flyer is fair and reasonable according to market conditions.

The two buses are projected to be delivered in late calendar year (CY) 2027 and projected to be placed into revenue service in late CY2027/early CY2028.

Staff recommends that the NCTD Board of Directors authorize the purchase of two battery electric buses, including related items (e.g., radio installation, automatic passenger counters, driver barriers, manuals, delivery, and taxes), from New Flyer Industries, pursuant to Agreement No. 06719-01 between the State of Washington and New Flyer Industries, in

an amount not-to-exceed \$2,935,420 (\$1,467,710 per bus). The contract price does not include any tariffs that may have become effective after the contract award date.

ATTACHMENT: None

FISCAL IMPACT: The fiscal impact of this procurement will total \$2,935,420, which is funded with \$500,000 in FY2024 Federal Transit Administration (FTA) Community Project Funding from U.S. Representative Scott Peters, \$1,206,518 from discretionary FTA 5339(b) Zero Emission Bus Purchase program, FTA formula funds, and matching State Transit Assistance and local Transportation Development Act (TDA) funds programmed in Project No. 124013.

COMMITTEE REVIEW: None

STAFF CONTACT: **Jeff Hiott, Deputy Chief Operating Officer – Bus and Security**
E-mail: jhiott@nctd.org Phone: 760-966-6708

STAFF REPORT

**RECEIVE NOMINATIONS FOR NCTD’S BOARD LEADERSHIP
POSITIONS FOR CALENDAR YEAR 2026**

Time Sensitive: ☒ **Consent:** ☒

**NOMINATING
COMMITTEE
RECOMMENDATION:**

The Nominating Committee reports that it recommends the following North County Transit – San Diego Railroad (NCTD) Board of Directors (Board) leadership positions for Calendar Year 2026 (CY2026):

- Priya Bhat-Patel, as Board Chair;
- Mike Sannella, as Board Vice-Chair;
- Tracy Martinez, as Marketing, Service Planning, and Business Development (MSPBD) Committee Chair; and
- Jewel Edson, as Performance, Administration, and Finance (PAF) Committee Vice-Chair.

**BACKGROUND
INFORMATION:**

At the November 20, 2025 Regular Board Meeting, the Board appointed the following Board Members to serve on the Nominating Committee for the NCTD Board leadership positions for CY2026 (Agenda Item No. 5):

1. Jewel Edson, Councilmember, City of Solana Beach
2. Tracey Martinez, Deputy Mayor, County of Del Mar
3. Jim O’Hara, Councilmember, City of Encinitas

The Nominating Committee reports that it recommends the following Board leadership positions for CY2026:

1. Priya Bhat-Patel, City of Carlsbad, as Board Chair;
2. Mike Sannella, City of San Marcos, as Board Vice-Chair;
3. Tracy Martinez, City of Del Mar, as Marketing, Service Planning, and Business Development (MSPBD) Committee Chair; and
4. Jewel Edson, City of Solana Beach, as Performance, Administration, and Finance (PAF) Committee Vice-Chair.

The election for the Board Chair and Board Vice-Chair will be conducted at the January 15, 2026 Regular Board meeting per NCTD’s enabling legislation. The MSPBD and PAF Committees will formally approve the selection of their leadership positions at their first meetings in the calendar year.

ATTACHMENT:

None

FISCAL IMPACT:

This staff report has no fiscal impact.

COMMITTEE REVIEW:

None

STAFF CONTACT:

Suheil Rodriguez, Director of Administration/Clerk of the Board
E-mail: srodriguez@nctd.org Phone: 760-966-6696

STAFF REPORT

**ADOPT REGULAR BOARD AND COMMITTEE MEETING SCHEDULE
FOR CALENDAR YEAR 2026**

Time Sensitive: ☒ **Consent:** ☒

**STAFF
RECOMMENDATION:**

Staff recommends that the North County Transit – San Diego Railroad (NCTD) Board of Directors (Board) adopt the proposed regular Board and committee meeting schedule for Calendar Year 2026.

**BACKGROUND
INFORMATION:**

Each year, NCTD's Board adopts a Board meeting schedule for the upcoming calendar year for its regular meetings. Pursuant to Board Policy No. 4 - *Rules of Procedure for the Conduct of Meetings*, the Board generally meets, with the exception of August when typically, no meetings are scheduled, on the third Thursday of every month, unless otherwise noticed in accordance with the Brown Act. Any modifications to the adopted schedule in CY2026 are considered administrative and do not require a return to the Board for adoption of the modified schedule.

Pursuant to Board Policy No. 3 - *Committees and External Appointments*, the Board Committee meeting schedules will be noticed in accordance with the Brown Act. However, a recent update to this policy sets preliminary dates and times for these committee meetings for the benefit of incoming committee members and to mitigate scheduling challenges. Proposed dates for calendar year 2026 are outlined in Attachment 4A.

All Board and Committee meetings will be held at NCTD's General Administrative Offices located at 810 Mission Avenue, Oceanside, unless otherwise noticed.

Staff recommends that the Board adopt the proposed Regular Board and Committee meeting schedule for Calendar Year 2026.

ATTACHMENT:

6A – Proposed CY2026 Regular Board and Committee Meeting Schedule

FISCAL IMPACT:

This staff report has no fiscal impact.

COMMITTEE REVIEW:

None

STAFF CONTACT:

Suheil Rodriguez, Director of Administration/Clerk of the Board
E-mail: srodriguez@nctd.org Phone: 760-966-6696

NORTH COUNTY TRANSIT

SAN DIEGO RAILROAD

CY2026 NCTD Board and Committee Meeting Schedule

Unless otherwise posted, all meetings will be held at
NCTD Administrative Offices located at:
810 Mission Avenue, Oceanside, CA 92054

BOARD: Regular Board, EXEC: Executive Committee, PAF: Performance, Administration and Finance Committee, MSPBD: Marketing, Service Planning and Business Development

Regular Board meetings will begin at 2:00 p.m., unless otherwise posted. All committee meetings will begin at 11:00 a.m., unless otherwise posted.

January 15	BOARD (2:00 p.m.)
February 12	PAF (11:00 a.m.)
February 19	BOARD (2:00 p.m.)
March 12	MSPBD (11:00 a.m.)
March 19	BOARD (2:00 p.m.)
April 7	EXEC (11:00 a.m.)
April 16	BOARD (2:00 p.m.)
May 21	PAF (11:00 a.m.)
May 21	BOARD (2:00 p.m.)
June 18	MSPBD (11:00 a.m.)
June 18	BOARD (2:00 p.m.)
July 16	BOARD Workshop (12:00 p.m.)
No Meetings in August	
September 17	MSPBD (11:00 a.m.)
September 17	BOARD (2:00 p.m.)
October 13	EXEC (11:00 a.m.)
October 22	BOARD (2:00 p.m.)
November 19	BOARD (2:00 p.m.)
December 8	EXEC (11:00 a.m.)
December 17	PAF (11:00 a.m.)
December 17	BOARD (2:00 p.m.)

STAFF REPORT

**APPROVE REVISED FY2026 CLASSIFICATION AND
COMPENSATION SCHEDULE**

Time Sensitive: ☒ **Consent:** ☒

**STAFF
RECOMMENDATION:**

Approve revisions to the FY2026 Classification and Compensation Schedule.

**BACKGROUND
INFORMATION:**

The North County Transit – San Diego Railroad (NCTD) is required to maintain a Classification and Compensation Schedule for its represented and non-represented positions that must be approved by the NCTD Board of Directors (Board). The schedule consists of individual pay grades that are grouped within career bands which reflect progressively increasing levels of responsibility and scope of authority. The Classification and Compensation Schedules are approved by the Board as part of the annual fiscal operating budget approval process and are subject to update throughout the fiscal year based on position changes and operational needs.

Since the approval of the revision to the FY2026 Classification and Compensation Schedules at the October 23, 2025, Board of Directors Meeting (Agenda Item No. 12), various updates to several non-represented and represented positions have occurred as NCTD continues to optimize District resources. Accordingly, the Classification and Compensation Schedule must be updated to remain current.

The following position is proposed to be **added** to the FY2026 Classification and Compensation Schedule:

Grade	Classification
C02	Associate Project Manager

The following positions are proposed to be **modified** in the FY2026 Classification and Compensation Schedule:

Grade	Classification
B03	Senior Administrative Assistant (formerly Senior Administrative Assistant/Deputy Clerk)
C05	Project Manager (reclass from C04)
RB04	Rail Overhaul Technician (reclass from B04)
RB04	Lead Rail Overhaul Technician (reclass from B04)

The following positions are proposed to be **removed** from the FY2026 Classification and Compensation Schedule:

Grade	Classification
C01	Assistant Manager, Customer Service
C05	Technical Manager – Train Control Systems

E02	Signal Project Manager
E02	Strategic Financial and Business Management Advisor

Staff recommends that the Board approve the revisions to the FY2026 Classification and Compensation Schedule. Should the Board approve these revisions, the updated FY2026 Classification and Compensation Schedule will be posted to NCTD's website.

ATTACHMENT:

7A – FY 2026 Represented Classification Salary Range Table
7B – FY 2026 Non-Represented Classification Salary Range Table

FISCAL IMPACT:

This staff report has no fiscal impact.

**COMMITTEE
REVIEW:**

None

STAFF CONTACT:

Adrienne Johnson, Deputy Chief People Officer
E-mail: ajohnson@nctd.org Phone: 760-966-6776

North County Transit - San Diego Railroad (NCTD)
REVISED FY 2026 CLASSIFICATION SALARY RANGE TABLE (July 1, 2025 - June 30, 2026)

Class No	POSITION CLASSIFICATIONS	HOURLY SALARY RANGE			ANNUAL SALARY RANGES		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
RA01	CLASS SALARY RANGE.....	\$16.44	\$19.73	\$23.02	\$34,203.42	\$41,044.10	\$47,884.78
RA02	CLASS SALARY RANGE.....	\$18.28	\$21.94	\$25.59	\$38,024.00	\$45,628.79	\$53,233.58
RB01	CLASS SALARY RANGE.....	\$18.57	\$23.12	\$27.68	\$38,616.76	\$48,094.42	\$57,572.08
	Control Center Technician						
	Facility Maintenance Technician I						
	Facility Custodian						
	Facilities Technician I (Bus Ops)						
	Reservationist						
	Train Attendant (SPRINTER Ops)						
	Warehouse Clerk						
RB02	CLASS SALARY RANGE.....	\$22.01	\$27.52	\$33.02	\$45,790.60	\$57,232.47	\$68,674.33
	Coach Operator						
	Code Compliance Inspector						
	Demand Response Driver						
	Facility Maintenance Technician I Lead						
	Fleet Servicer						
	Maintenance Clerk						
RB03	CLASS SALARY RANGE.....	\$24.66	\$31.23	\$37.80	\$51,283.06	\$64,953.40	\$78,623.72
	Demand Response Dispatcher						
	Facility Maintenance Technician II						
	Facilities Technician II (Bus Ops)						
	Road Supervisor / Dispatch Supervisor						
	Train Operator (SPRINTER Ops)						
RB04	CLASS SALARY RANGE.....	\$30.77	\$39.58	\$46.15	\$63,993.49	\$82,319.91	\$95,990.23
	Assistant Dispatcher						
	Assistant Signal Maintainer						
	Body Technician III						
	Conductor (COASTER)						
	Electronics Technician						
	Facility Maintenance Technician III						
	Facility Maintenance Technician III Lead						
	Facilities Technician III (Bus Ops)						
	Fleet Technician II						
	Fleet Technician III						
	Heavy Equipment Operator I						
	Material Handler/Driver						
	MOE Technician (COASTER)						
	MOE Technician (SPRINTER)						
	Operations Control Supervisor						
	Overhaul and Repair Mechanic						
	Track Maintainer						
	Track Maintainer Foreman						

North County Transit - San Diego Railroad (NCTD)
REVISED FY 2026 CLASSIFICATION SALARY RANGE TABLE (July 1, 2025 - June 30, 2026)

Class No	POSITION CLASSIFICATIONS	HOURLY SALARY RANGE			ANNUAL SALARY RANGES		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
RB05	CLASS SALARY RANGE.....	\$37.31	\$48.49	\$59.68	\$77,596.69	\$100,861.00	\$124,125.30
	Equipment Operator Foreman						
	Heavy Equipment Operator II						
	Locomotive Engineer (COASTER)						
	Rail Systems & Communications Technician						
	Signal Inspector						
	Signal Maintainer						
	Track Inspector						
	Track Welder						
	Train Dispatcher						

North County Transit - San Diego Railroad
REVISED FY 2026 CLASSIFICATION SALARY RANGE TABLE (July 1, 2025 - June 30, 2026)

Class No	POSITION CLASSIFICATIONS	HOURLY SALARY RANGE			ANNUAL SALARY RANGES		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
A01	CLASS SALARY RANGE Intern	\$16.44	\$19.73	\$23.02	\$34,203.42	\$41,044.10	\$47,884.78
A02	CLASS SALARY RANGE Receptionist	\$18.28	\$21.94	\$25.59	\$38,024.00	\$45,628.79	\$53,233.58
B01	CLASS SALARY RANGE Customer Experience Assistant	\$18.57	\$23.12	\$27.68	\$38,616.76	\$48,094.42	\$57,572.08
B02	CLASS SALARY RANGE Accounting Technician I Administrative Assistant Eligibility and Administrative Coordinator Fare Revenue Specialist Human Resources Coordinator Payroll Assistant Senior Customer Experience Assistant	\$22.01	\$27.52	\$33.02	\$45,790.60	\$57,232.47	\$68,674.33
B03	CLASS SALARY RANGE Accounting Technician II Grants Analyst Paratransit Scheduler Payroll Specialist I Senior Administrative Assistant Transit Clerk	\$24.66	\$31.23	\$37.80	\$51,283.06	\$64,953.40	\$78,623.72
B04	CLASS SALARY RANGE Help Desk Administrator I Information Technology Technician I Payroll Specialist II	\$30.77	\$39.58	\$46.15	\$63,993.49	\$82,319.91	\$95,990.23
B05	CLASS SALARY RANGE Help Desk Administrator II Information Technology Technician II	\$37.31	\$48.49	\$59.68	\$77,596.69	\$100,861.00	\$124,125.30
C01	CLASS SALARY RANGE Asset Administrator I Graphic Communication Designer Human Resources Specialist Information Technology Project Coordinator Management Analyst I Operations Instructor	\$30.53	\$38.17	\$45.80	\$63,508.02	\$79,385.03	\$95,262.03

North County Transit - San Diego Railroad
REVISED FY 2026 CLASSIFICATION SALARY RANGE TABLE (July 1, 2025 - June 30, 2026)

Class No	POSITION CLASSIFICATIONS	HOURLY SALARY RANGE			ANNUAL SALARY RANGES		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
C02	Planner						
	Quality Control Supervisor						
	Real Estate Administrator						
	Staff Accountant						
	CLASS SALARY RANGE.....	\$32.85	\$41.05	\$49.25	\$68,318.56	\$85,376.14	\$102,433.71
	Administrative Analyst						
	Associate Project Manager						
	Engineering Technician I						
	Grants Coordinator/Government Affairs						
	IT Software Training Specialist						
	Marketing & Communications Associate I						
	Procurement Contracting Officer						
	Quality Assurance/Quality Control Specialist						
	Senior Accountant I						
	Senior Planner						
	Senior Quality Control Supervisor						
	Senior Real Estate Administrator						
	Senior Right of Way Coordinator						
C03	Systems Engineer I						
	CLASS SALARY RANGE.....	\$38.35	\$49.01	\$59.68	\$79,771.19	\$101,948.25	\$124,125.30
	Asset Administrator II						
	Engineering Technician II						
	Executive Assistant/Deputy Clerk						
	Field Safety Specialist						
	General Services Supervisor						
	Human Resources Business Partner						
	Labor Relations Specialist						
	Maintenance Supervisor						
	Management Analyst II						
	Operations Supervisor (All)						
	Project Analyst						
	Recruiter						
	Senior Accountant II						
	Senior Financial Analyst						

North County Transit - San Diego Railroad
REVISED FY 2026 CLASSIFICATION SALARY RANGE TABLE (July 1, 2025 - June 30, 2026)

Class No	POSITION CLASSIFICATIONS	HOURLY SALARY RANGE			ANNUAL SALARY RANGES		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
C04	Senior Graphic Communications Designer						
	Senior Marketing and Communications Associate						
	Senior Procurement Contracting Officer						
	Senior Strategic Planner						
	System Safety & Compliance Inspector						
	Systems Engineer II						
	Training Analyst						
	CLASS SALARY RANGE.....	\$39.76	\$53.16	\$66.56	\$82,706.06	\$110,576.33	\$138,446.61
	Business Intelligence Analyst						
	Paralegal						
	Principal Contracting Officer						
	Project Manager						
	Senior Human Resources Business Partner						
	Senior Operations Instructor						
	Senior Project Analyst						
	Senior Systems Engineer I						
C05	Senior Trainer						
	Senior Training Analyst						
	Technical Trainer						
	Telecommunications Engineer						
	Transit On-Boards Systems Technician						
	CLASS SALARY RANGE.....	\$46.79	\$63.69	\$81.59	\$97,314.24	\$132,484.69	\$169,715.14
	Architect I						
	Civil Engineer I						
	Drug & Alcohol Program Administrator						
	Facilities Engineer						
	Program Manager						
	Rail Structures Engineer						
	Safety Trainer						
	Senior Network Engineer						
	Senior Quality Control Supervisor - Signals						
	Senior Systems Engineer II						
	Supervisor of Rail Operations						
	Supervisor, Maintenance of Equipment						
	System Safety Specialist (All)						

North County Transit - San Diego Railroad
REVISED FY 2026 CLASSIFICATION SALARY RANGE TABLE (July 1, 2025 - June 30, 2026)

Class No	POSITION CLASSIFICATIONS	HOURLY SALARY RANGE			ANNUAL SALARY RANGES		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
C06	CLASS SALARY RANGE	\$58.69	\$76.29	\$93.90	\$122,073.10	\$158,692.82	\$195,312.53
	Architect II						
	Civil Engineer II						
	Program Network Operations Manager						
	Senior Rail Engineer						
	Senior Systems Engineer III						
D01	CLASS SALARY RANGE	\$42.70	\$57.27	\$71.84	\$88,807.40	\$119,121.62	\$149,435.83
	Maintenance of Way Supervisor						
	Manager (All)						
	Principal Management Analyst						
D02	CLASS SALARY RANGE	\$58.69	\$76.29	\$93.90	\$122,073.10	\$158,692.82	\$195,312.53
	Manager (Operations - All)						
D03	CLASS SALARY RANGE	\$66.10	\$86.85	\$107.60	\$137,496.88	\$180,648.46	\$223,800.04
	Controller						
	Director (All)						
	Staff Attorney (All)						
E01	CLASS SALARY RANGE	\$73.53	\$97.41	\$121.29	\$152,940.91	\$202,605.59	\$252,288.81
	Deputy Chief (All)						
	Senior Legal Counsel						
E02	CLASS SALARY RANGE	\$101.41	\$122.15	\$152.12	\$210,935.78	\$254,081.73	\$316,403.66
	Chief Development Officer						
	Chief Financial Officer						
	Chief of Staff						
	Chief Operating Officer						
	Deputy General Counsel						
E03	CLASS SALARY RANGE	\$109.85	\$135.65	\$171.35	\$228,481.75	\$282,141.77	\$356,401.81
	Deputy Chief Executive Officer						
BOARD -GC	CLASS SALARY RANGE	\$116.85	\$142.10	\$179.51	\$217,780.87	\$295,577.09	\$373,373.32
	Deputy Chief Executive Officer /Chief General Counsel						
BOARD-CEO	CLASS SALARY RANGE	\$135.99	\$176.78	\$217.58	\$282,851.21	\$367,708.78	\$452,566.36
	Chief Executive Officer						

Revision Date 10/23/2025

Adoption Date:

Total Count 122

STAFF REPORT

**APPROVE LABOR AGREEMENT BETWEEN THE NORTH COUNTY
TRANSIT DISTRICT AND THE TEAMSTERS LOCAL NO. 542 FOR
MAINTENANCE EMPLOYEES**

Time Sensitive: ☒ **Consent:** ☒

**STAFF
RECOMMENDATION:**

Approve the Labor Agreement (Agreement) between the North County Transit District and the Teamsters Local No. 542 ("Teamsters" or "the Union") for Maintenance.

**BACKGROUND
INFORMATION:**

California Government Code section 3500, et seq., commonly known as the Meyers-Miliias-Brown Act, together with the North County Transit District's ("NCTD" or "the District"), operating as North County Transit – San Diego Railroad, enabling legislation at Public Utilities Code section 125000, et seq., provide that public employees have the right to organize and engage in collective bargaining with local government public employers over wages, hours, and other terms and conditions of employment.

At the time of the bus transition from contracted operations through MV Transportation, Inc. ("MV Transportation") to insourcing as direct employees of NCTD, Maintenance employees were represented by the Teamsters Union, Local No. 542 ("Teamsters"). With the pending transition, NCTD and the Teamsters entered into a Memorandum of Understanding (MOU) to extend the basic terms of the existing Agreement between MV Transportation and Teamsters through September 30, 2025. Minor modifications to the existing Agreement were included as part of the MOU, including but not limited to, transitioning to the CalPERS pension and medical insurance programs. At the same time, NCTD and the Teamsters entered into collective bargaining negotiations for a new agreement for Maintenance.

NCTD's designated labor representatives met with the Teamsters' negotiating team on multiple occasions following transition and negotiations were completed during several sessions through November 18, 2025. A draft proposed Agreement encompassing the negotiated provisions related to wages, hours, and general terms and conditions of employment that apply to the bargaining unit employees was developed. The proposed Agreement between NCTD and Teamsters for Maintenance would be effective from October 1, 2025 through September 30, 2030. The proposed draft Agreement offers:

- Hourly starting rate of pay at \$28.22 for Fleet Servicers, with general wage increases through FY2030.
- Hourly starting rate of pay at \$28.69 for Inventory Clerks, with general wage increases through FY2030.
- Hourly starting rate of pay at \$23.15 for Facilities Technician I's, with general wage increases through FY2030.
- Hourly starting rate of pay at \$34.10 for Facilities Technician II's, with general wage increases through FY2030.
- Hourly starting rate of pay at \$42.68 for Facilities Technician III's, with general wage increases through FY2030.

- Hourly starting rate of pay at \$42.11 for Fleet Technician II's, with general wage increases through FY2030.
- Hourly starting rate of pay at \$46.95 for Fleet/Body Technician III's, with general wage increases through FY2030.
- Hourly starting rate of pay at \$46.95 for Electronics Technicians, with general wage increases through FY2030.
- Eligible employees receive longevity pay based on years of service, ranging from \$0.50/hour after 10 years to \$1.00/hour after 20 years to address recruitment and retention challenges, and acknowledge employee tenure
- Employees will be enrolled in CalPERS for pension and medical benefits
- Standard benefits and employment policies and procedures generally applicable to NCTD staff remain effective in the new proposed Agreement, unless otherwise expressly provided therein

Based on the foregoing, staff recommends the Board approve the Agreement between the NCTD and the Teamsters Local No. 542 for Maintenance.

ATTACHMENT: 8A – Proposed Labor Agreement between the NCTD and the Teamsters Local No. 542 for Maintenance Employees

FISCAL IMPACT: The proposed Agreement establishes specific wage rates for Teamsters-represented NCTD employees on an annual fiscal year basis. FY 2026 budgeted resources for salaries and benefits are sufficient to fund the proposed agreement. Future years wages and benefits will be budgeted through the annual operating budget process.

COMMITTEE REVIEW: None

STAFF CONTACT: **Adrienne Johnson, Deputy Chief People Officer**
E-mail: ajohnson@nctd.org Phone: 760-966-6776

Labor Agreement



NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

&



Maintenance

October 1, 2025 – September 30, 2030

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ARTICLE 1 - PREAMBLE

This Labor Agreement ("Agreement") is made and entered into by and between the North County Transit District, operating as North County Transit – San Diego Railroad (hereinafter referred to as "NCTD" or "District") and Teamsters Local Union No. 542 (hereinafter referred to as the "Union"), representing the technicians, inventory clerks, fleet servicers, and facility technicians employed by NCTD in its TRANSIT services.

It is the purpose of this Agreement to promote and provide for harmonious labor-management relations, to establish equitable conditions of employment, to ensure the delivery of safe and reliable transit service to the public, and to set forth the full and complete understanding of the parties regarding wages, hours, and terms and conditions of employment.

The parties further commit to fostering a respectful, inclusive, and safe work environment that values employee input and recognizes the critical role of technicians, inventory clerks, fleet servicers, and facility technicians in providing essential public transit service.

ARTICLE 2 - RECOGNITION

NCTD recognizes the Union as the sole and exclusive bargaining representative for all full-time and part-time technicians, inventory clerks, fleet servicers, and facility technicians employed by NCTD in its TRANSIT services.

This Agreement shall cover any newly created classifications whose primary duties involve the operation or supervision of all technicians, inventory clerks, fleet servicers, and facility technician employed by NCTD in its TRANSIT services, regardless of job title, provided such classifications are not otherwise excluded under applicable law.

Excluded from the bargaining unit are all other NCTD employees, including but not limited to supervisors, managers, confidential employees, coach operators, paratransit operators, paratransit dispatcher/reservationists, and security guards.

ARTICLE 3 - RATES OF PAY AND CONDITIONS NOT REDUCED BY THIS AGREEMENT

NCTD agrees that no employee member of the Union, who, prior to the date of this agreement was receiving more than the rate of wages designated in this agreement, or conditions better than those herein provided for the class of work in which the employee was engaged, shall suffer a reduction in the rate of wages or conditions of employment through the operation of, or because of the adoption of, this agreement. This Article 3 will in no way modify the provisions or terms of seniority as provided in Article 21 – Seniority.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

SECTION 1: Full Negotiations & Complete Agreement

NCTD and the Union acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of their respective rights and opportunities are fully and completely set forth in this existing Agreement. Furthermore, there are no understandings or agreements by the parties which are not expressly set forth in this Agreement.

SECTION 2: Waiver of Bargaining During Term

NCTD and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject, matter or practice not specifically referred to or covered by this Agreement.

SECTION 3: Savings Clause

If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation, government regulation or order, or decree of court, the invalidation of such part of this Agreement shall not render invalid the remaining parts thereof.

It is further provided that in the event any provision or provisions to this Agreement are so declared to be in conflict with such Federal or State law, rule or regulation, both parties shall meet within 30 days for the purpose of re-negotiating the provision or provisions so invalidated.

SECTION 4: Benefits

No privileges or benefits except those specifically set forth in this Agreement are required to be granted to technicians, inventory clerks, fleet servicers, and facility technicians.

SECTIONS 5: Meaning of Certain Words

The parties agree that the term "employee" wherever used in this Agreement, whether singular or plural, means and implies only those employees of NCTD included within this bargaining unit as defined in Article 2 of this Agreement and that this Agreement shall be limited only to said Employees.

Unless specifically stated otherwise within this Agreement, the term "days" or "business days" shall mean days and hours consistent with that of NCTD's Administrative Office located at 810 Mission Ave. Oceanside, CA 92054.

A work week is defined as beginning at 0000 hours on Sunday and ending at 2359 hours on the following Saturday.

SECTION 6: Job Description and Qualifications

NCTD shall furnish to the Union a copy of the job descriptions or qualifications for the Employees. The Union shall have an advisory and consult role in the revision to these job descriptions and qualifications.

SECTION 7: Modifications

After the effective date of this Agreement, no modifications of this Agreement will be binding on either party unless in writing and signed by the authorized representative of the parties to this Agreement.

SECTION 8: Assignability Clause

This Agreement shall be binding upon NCTD herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any merger, transfer, assignment, or any other disposition of NCTD herein, or by any change geographical or otherwise, in the location of NCTD herein. NCTD agrees that it will not conclude any of the above-described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full terms hereof regardless of any change of any kind in management, location, form of business organization or ownership.

In the event of a consolidation, merger, sale or takeover, the employees covered by this Agreement shall be guaranteed geographical seniority.

ARTICLE 5 – NON-DISCRIMINATION

SECTION 1:

NCTD agrees to comply with all applicable State and Federal laws pertaining to equal employment and nondiscrimination as to its employees.

SECTION 2:

The Union agrees to comply with all applicable State and Federal laws pertaining to its relationship to its members.

ARTICLE 6 - UNION SECURITY

SECTION 1: Membership and Dues Deduction

A. Obligation to Remain Dues Paying Member:

Any employee who is a dues-paying member of Teamsters Local Union No. 542 in good standing upon the effective date of this Memorandum of Understanding and any employee who thereafter becomes a dues-paying member, shall remain a dues-paying member of Teamsters Local Union No. 542, except as provided for below:

1. If a dues-paying member of Teamsters Local Union No. 542 does not terminate his/her payment of dues, said member shall continue as a dues-paying member for the term of this Memorandum of Understanding.

B. Termination of Membership – First Time:

Within 20 working days immediately following the effective date of this Memorandum of Understanding, any employee who is a dues-paying member of Teamsters Local Union No. 542 shall have the right to terminate his/her payment of dues to Teamsters Local Union No. 542 upon written notice to the Teamsters Local Union No. 542.

C. Termination of Membership – On-Going:

Within 10 working days immediately following the termination date of this Memorandum of Agreement or within 10 working days immediately following yearly anniversary date of any year of this Memorandum of Agreement, any dues-paying member of Teamsters Local Union No. 542 may terminate his/her payment of dues to Teamsters Local Union No. 542 upon written notice to Teamsters Local Union No. 542. Teamsters Local Union No. 542 shall post notices in all Union represented buildings, as determined by this MOU, 10 working days prior to the termination of date of this MOU or 10 working days prior to the yearly anniversary date of any year, of the right of each dues-paying member of Teamsters Local Union No. 542 to terminate his/her payment of dues under this section.

D. Authorization to Deduct Dues:

During the term of this Memorandum of Agreement, NCTD shall deduct from the first monthly paycheck of each member of Teamsters Local Union No. 542 covered under this Memorandum of Agreement, who has signed an appropriate authorization of dues deduction form, as outlined by Teamsters Local Union No. 542, in accordance with Teamsters Local Union No. 542 by-laws and constitution. Teamsters Local Union No. 542 shall notify, in writing, NCTD of the dues amount to be deducted, as outlined by California State Bill 285. Teamsters Local Union No. 542 shall also give written notice to NCTD of any change in dues amount at least 30 days prior to the effective date of said change. All amounts deducted by NCTD under this article shall be remitted to Teamsters Local Union No. 542. NCTD shall also furnish to Teamsters Local Union No. 542 a list showing the name of each employee whose dues are included in the remittance and amount thereof.

SECTION 2: Delinquency

- A. The Union shall notify the Deputy Chief Operations Officer or designee in writing of the names of Employees who have failed to comply with this Article.
- B. If an employee fails to apply for membership or fails to maintain their membership in good standing or fails to pay fees, the Union may give the designated NCTD representative written notice of this fact. The thirty-day remedial period after the notification by the Union that an employee has not complied with this provision is to bring the employee into compliance and after the 30-day remedial period NCTD shall terminate the employment of the employee if they have not complied with this provision. This includes any employee seeking objector status and only paying fees.

SECTION 3: Hold Harmless Provision

The Union agrees to furnish any information requested by NCTD to fulfill the provisions of the Article. The Union agrees to reimburse NCTD for all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation and to indemnify NCTD from any claims, demands, damages, or other liability arising out of or as a result of implementation of these provisions.

ARTICLE 7 – UNION REPRESENTATION

SECTION 1: Access to NCTD Premises

A duly authorized non-employee representative of the Union shall be permitted to enter the division facilities during normal business hours of NCTD in order to transact business in connection with the administration of this Agreement subject to the following conditions:

1. That the business of such representative be transacted during an employee's scheduled break and meal periods whenever possible and providing that there is no interruption of NCTD's business or service and no undue interference with the work of any employee.
2. That such representative notifies the Operations or Maintenance Manager on duty or designee immediately upon entering and leaving any Bus Operations or Maintenance facility.
3. That such representative will observe all safety and other rules of NCTD while on the premises.

SECTION 2: Stewards

- A. NCTD agrees to recognize Stewards as appointed by the Union. The Union will make every effort to appoint one Steward and one Alternate per division at any one time during the life of this Agreement.
- B. NCTD will, upon the Union's request, permit any Steward to leave his or her work (on his/her own time) during working hours to perform any duties in connection with any grievance or dispute involving the Union, provided that timely request is given and if a replacement is available to cover work assignments. It is understood and agreed that the Shop Steward has regular productive work to perform and that they not leave their work during work hours, except as provided above. The Stewards may assist in the investigation, presentation and settling of grievances. Stewards shall not be discriminated against in discharging duties assigned to them by the Union.

If NCTD requires a steward to leave his or her work during working hours to attend to a grievance hearing, disciplinary hearing, or other NCTD-required meeting, the steward shall not lose his or her forty-hour guarantee. If NCTD requires the steward to attend to a meeting outside of his or her division (East or West) to attend to such hearings/meetings, the steward will not lose his or her hourly guarantee.

- C. Shop Stewards have no authority to take strike action or any other work stoppage interrupting the Employer's business.
- D. Time lost by Union Stewards/Officers for attending to grievance hearings, disciplinary hearings, and other NCTD-required meetings will not be counted against the calculation of hours to qualify for fringe benefits under the Agreement.

SECTION 3: Union Business and Meetings

NCTD shall grant unpaid union business leave to any union shop steward or executive board member, whenever possible, upon advance request from the Union Business Agent or other union officer.

SECTION 4: Bulletin Boards – Material

- A. NCTD has furnished one glass enclosed bulletin board at the East Division Driver's Room and one for the West Division Driver's Room for the use of the Union. Once installed, locks, keys, and maintenance of the bulletin boards shall be the responsibility of the Union. Each bulletin board shall be no less than 3 feet x 3 feet in size.
- B. Only official Union representatives, or Stewards, shall be permitted to post bulletins or notices on the board. Posting by the Union on such bulletin boards shall be confined to official union business.

- C. The Union will not post on bulletin boards any controversial, offensive, or derogatory materials.

SECTION 5: Access to Training Classes

A Steward from each division shall be given the ability to address the trainees in each training class with a minimum of 60 minutes per training class. This will be at a mutually agreed upon time between NCTD and Union.

ARTICLE 8 – DEMOCRATIC REPUBLICAN INDEPENDENT VOTERS EDUCATION (D.R.I.V.E)

Authorization and Deduction:

NCTD agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify NCTD of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. NCTD shall transmit to D.R.I.V.E. Joint Council of Teamsters No. 42, on a monthly basis, in one check, the amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s check.

ARTICLE 9 – NO STRIKE – NO LOCKOUT

It is recognized that NCTD and its employees are obligated to perform an essential public service, and that this service must be continuously preformed to the fullest extent. If, for any reason, performance of duties involves undue difficulty, members of the Union will not cease work but will immediately address the matter in an orderly way as provided in this Agreement.

During the term of this Agreement, the Grievance Procedure of this Agreement and the administrative and judicial remedies for remedying unfair labor practices shall be the sole and exclusive means for settling any dispute between the employees, the Union and NCTD. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, refusal to cross a picket line, stoppage of work, refusal to perform assigned work, or any other intentional interruption of service or production, regardless of the reason for so doing. NCTD will take appropriate action to assure the safety of employees who encounter a picket line in the course of performing their duties for NCTD.

The Union recognizes that in the event of a work action, as described above, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work. No employee who is a Union Officer or Steward shall participate in such prohibited action.

An employee who has been determined by NCTD to have violated the paragraphs above may be disciplined up to and including discharge. Such discipline shall not be subject to the Grievance and Arbitration provisions of this Agreement, however, the issue of whether the employee actually engaged in such prohibited conduct may be grieved.

Picket Lines - It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful labor dispute or refuses to go through or work behind a primary lawful picket line, provided said picket line has been sanctioned by Teamsters Joint Council 42, provided, further, that at least 72 notice of such sanction must be given to the Maintenance/Facilities Manager.

NCTD shall institute no lockout of employees during the term of this Agreement.

ARTICLE 10 – MANAGERS’ RIGHTS

Except as otherwise specifically limited by this Agreement, NCTD retains all rights to fully control all matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement, unless in violation of an express provision of this Agreement or Handbook.

NCTD’s failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude NCTD from exercising the same in some other way not in conflict with the express provisions of this Agreement.

NCTD may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations, including its employee handbook, at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Before implementation of any new or revised work rule, NCTD will discuss the change with the Union.

The relevant portions of the agreement between NCTD and its client under which an employee of NCTD performs work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions or requirements upon NCTD and/or its employees that are not required under the terms of this Agreement. In a situation in which a provision of this Agreement is in conflict with any of the provisions of said agreement or the directives of the customer, the relevant portions of said agreement or the customer directives shall prevail for all purposes. Nothing in this Section shall be construed as subjecting any of the terms of NCTD’s agreement to the Grievance and Arbitration provisions of this Agreement, nor shall anything in this Section be construed as granting any rights or authority to the union to negotiate any of the terms of said agreement, this being the sole and exclusive right of NCTD.

All employees of NCTD are employed subject to the consent of NCTD's Client. Should the client's consent be denied or withdrawn, the employee must be discharged. Such discharge shall be subject to the grievance and arbitration provision. Should the employee, if then qualified to perform another job within the bargaining unit and should an opening exist at that time, the employee may be placed in that position if the client does not specify otherwise.

ARTICLE 11 – DISPUTES, GRIEVANCES, AND ARBITRATION

For the purpose of this Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by NCTD of the express terms of this Agreement.

Step 1 – Prior to filing a grievance at Step 2, the Union and/or the Employee shall meet formally with a Maintenance/Facilities Manager to define the issue in question and to share information and joint fact-finding to resolve the issue. The maximum period allowed for the joint fact-finding is 10 calendar days after the occurrence giving rise to the grievance. If this matter remains unresolved at the end of the 10 calendar days fact-finding period, a Step 2 grievance may be filed.

Step 2 – Any grievance or dispute shall be reduced to writing setting forth the nature and circumstances of the grievance, the article and section of the Agreement alleged to be violated and the remedy sought. The Union (either on employee's behalf or the entire unit) or employee shall submit the grievance to the Director of Maintenance/Facilities within 10 calendar days of the Step 1 meeting between the Maintenance/Facilities Manager and the Union and/or Employee. The Director of Maintenance/Facilities, or designee, shall convene a meeting within 10 calendar days of receipt of the written grievance. The parties agree to make every effort to settle the grievance promptly at this level. The Director of Maintenance/Facilities, or designee, shall respond to the grievance, in writing, within 10 calendar days of such meeting to the employee and the Union.

Step 3 – If no satisfactory settlement is reached in Step 2, the grievance may be presented to the Chief Operating Officer or Deputy Chief within 10 calendar days of receipt of the written decision set forth in Step 2 above. The Chief Operating Officer or Deputy Chief, or designee, shall convene a meeting within 10 calendar days. Thereafter, the Union, shall meet with the Chief Operating Officer or Deputy Chief, or designee, for the purpose of resolving the grievance. NCTD or the Union may call on other appropriate personnel to provide information which would assist in resolving the grievance. The meeting shall be held on a mutually agreeable date after receipt of the request for the meeting. The Chief Operating Officer or Deputy Chief, or designee, shall respond to the grievance, in writing, within 10 calendar days of such meeting to the employee and the Union.

Step 4 – Termination of employment: In cases of termination, the grievance immediately goes to Step 4. The grievance must be presented to the Chief People Officer or designee, within 10 calendar days of alleged grievance. A meeting shall be held on a mutually

agreeable date between the Chief People Officer, or designee, other designated agency officials, the aggrieved employee and the Union.

Step 5 – For any grievance not settled in Step 3 or 4, the decision to request arbitration of the grievance must be made by the Union. The request for arbitration must be submitted in writing to the Chief Executive Officer or Deputy Chief Executive Officer, or designee, within 30 calendar days after the decision set forth in Step 3 or 4 is received. The arbitration shall be limited to consideration of those issues presented in the grievance or discussed during the first step of the grievance procedure. The Union will make a good faith effort to provide NCTD with 48-hours' advance notice of a list of the employees scheduled by the Union to attend arbitration. The parties will work together to minimize the amount of time employees acting as witnesses will spend away from the job.

After a demand for arbitration has been made, within 10 calendar days the Union shall submit a request to the State Mediation and Conciliation Service (SMCS) for a list of seven names of impartial Arbitrators in the region nearest to NCTD's premises. NCTD and the Union shall, as soon as reasonably practical following receipt of the list of Arbitrators from SMCS, alternately strike names from the list until only one name remains, and the Union shall strike first. The remaining Arbitrator shall act as the impartial Arbitrator who shall hear and decide the issue.

It is understood that the Arbitrator shall be without authority or jurisdiction to add to, remove from, alter, or otherwise amend in any way any provision of this Agreement. The jurisdiction and authority of the Arbitrator shall be for the determination of such grievance, expressly limited to the interpretation, application and compliance with the provisions of this Agreement.

The fees and all expenses of the Arbitration (arbitrator's fees, hearing room if applicable, court reporter fees, etc.) shall be shared equally between NCTD and Union. Unless otherwise specifically agreed in advance, each party shall be responsible for costs it incurs and for the expenses of presenting its case.

The Arbitrator's decision shall be in writing and served on NCTD and Union. The decision of the Arbitrator shall be final and binding upon NCTD and the Union.

Under no circumstances shall an employee be made more than whole. Employees that are discharged and returned to work as a result of this procedure shall have interim earnings deducted from all back pay awards.

All grievances that are settled through the grievance procedure must be reduced to writing and signed or agreed to electronically by the parties. Once the grievance is considered settled, if there is a payment owed to the grievant, such payment will be made within 10 calendar days from the date of formal settlement. If the grievant is not paid within 10 calendar days, a penalty in the amount of four hours straight time for every 10 calendar

days that occur after the date of the settlement will occur until the grievant is paid in accordance with the settlement terms.

It is the intent of the parties that all parties shall strictly adhere to the time limits provided. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the parties, which agreement shall not be unreasonably withheld by either party. In the absence of such mutual agreement to extend any of the foregoing time limits, the failure of the Union to process a grievance within the above time limits shall constitute a waiver of that particular grievance, and it shall be processed no further. Likewise, in the absence of such mutual agreement to extend any of the foregoing time limits, the failure of NCTD to respond to a grievance within the above time limits shall constitute resolution of the grievance in the Union's favor and NCTD shall implement the requested resolution accordingly.

ARTICLE 12 – DISCIPLINE AND NCTD RULES

SECTION 1: Handbook

- A. Employees will be provided with a copy of NCTD Employee Handbook. This book provides policies and procedures to all employees. In addition, this manual provides management guidelines for determining appropriate discipline when warranted.
- B. NCTD maintains its management rights set forth in Article 10: Managers' Rights, including its right to implement, enforce, revise or modify NCTD policies. NCTD agrees to provide the Union with written copies of new or modified NCTD-administered policies. NCTD will provide the Union with advanced notice of new or modified policies.
- C. NCTD shall not discipline an employee without just cause. However, nothing shall prevent NCTD from removing an employee from work while it conducts an investigation. All investigations will be pursuant to Section 2 and Section 3 below. After NCTD has issued discipline, the employee must serve all discipline including suspension, within 30 calendar days of the date of the disciplinary notice. Suspensions will be served at a date/time that is mutually agreed by Employee and NCTD.
- D. NCTD recognizes the general concept of progressive discipline, including the following steps: documented counseling, written warnings, suspension, and discharge. It is understood that such steps will be applied on a case-by-case basis as determined by NCTD based on the seriousness and severity of the violation. However, NCTD and Union recognize that some infractions, including but not limited to dishonesty, fighting or assault in the workplace or while on duty, insubordination, violation of NCTD's Drug and Alcohol policy, failure to report an accident, incident, or moving violation, or harassment of any kind, and certain safety infractions as stated in NCTD Employee Handbook, are of such a serious nature that they may be addressed by discharge on the first offense.

- E. The affected employees will be provided a copy of all written discipline promptly.
- F. It is mutually agreed that rules and regulations made by NCTD will not be in conflict with the provisions of this Agreement and the Agreement shall supersede the Employee Handbook where a conflict exists.

SECTION 2: Non-Accident Investigations

The parties understand the importance of fully investigating any incidents prior to issuing any discipline. NCTD will make every attempt to complete its investigation into any non- accident-related incidents in a timely manner. NCTD shall have 10 calendar days from the time NCTD is made aware of the incident to investigate a non-accident-related incident and/or issue any discipline. If the employee is put out on an administrative leave during the investigation, he or she shall be paid at the end of the investigation, if the employee is not suspended or terminated as a result of the investigation. The time limits to conclude the investigation and issue the discipline may be extended by mutual agreement between the Deputy Chief of Bus Operations, or designee and the Union Business Agent. Such agreement to extend the time limits shall not be unreasonably withheld.

SECTION 3: Accident-Related Investigations

The parties understand the importance of fully investigating any accidents prior to issuing any discipline. NCTD will make every attempt to complete its investigation into an accident in a timely manner. NCTD shall have 20 calendar days to investigate an accident from the time NCTD is made aware of the accident. If the driver is placed on administrative leave during the investigation they shall be on a paid status until the conclusion of the investigation. The facts related to the accident will be scheduled for review at the next Accident Review Committee (ARC) following conclusion of the investigation, if requested by the employee. Discipline shall be issued within five calendar days from the Supervisor's receipt of the official notification of the decision of the ARC, unless the employee files an appeal of the ARC decision as provided in Section 8: Accident Review Committee (ARC) below. The time limits expressed in this Section may be extended by mutual agreement between the Department Manager and the Union Business Agent. Such agreement to extend the time limits shall not be unreasonably withheld.

SECTION 4: Attendance Discipline

Employees shall be required to notify NCTD of any absence or tardiness no less than 30 minutes prior to their scheduled start time. Notification shall be made by telephone directly to a supervisor or designated call-in line. Text messages or emails may be used to supplement the phone call but shall not substitute for direct verbal communication.

In the event of an emergency, sudden illness, or other unforeseen circumstance that prevents timely notification, the employee shall contact NCTD as soon as reasonably possible. No employee shall be disciplined for failure to meet the 30 minute notification requirement if they can demonstrate good cause or circumstances beyond their control.

For the purpose of attendance tracking and progressive discipline, up to five consecutive work days of absence for a medical condition shall be considered a single occurrence, provided the employee complies with notification procedures and supplies reasonable verification upon request. If the employee has a non-medical situation requiring multiple days off, the employee can reach out to Human Resources for permissible exceptions.

Absences protected by law, including but not limited to leave under the FMLA, CFRA, PDL, or other legally protected or contractually approved leaves, shall not be counted toward any disciplinary attendance threshold. However, employees must continue to comply with reasonable call-in or certification procedures associated with such leaves.

NCTD shall not impose discipline, including warnings, suspensions, or termination, for absences or tardiness unless it is clearly established that the employee failed to comply with this Article without good cause.

In order to receive PTO compensation while absent for sickness, an employee shall notify their supervisor with as much notice as possible but no later than 30 minutes prior to the beginning of the employee's daily duties. Unused PTO leave will automatically be paid whenever a maintenance employee is absent due to personal illness. When unscheduled PTO is taken due to illness, the Employee shall file with their supervisor a physician's certificate when the absence exceeds more than three days.

SECTION 5: Safety Point Discipline

NCTD Employee Handbook will continue to govern all Safety Point Discipline events with the following exceptions*:

- Preventable incidents resulting in property damage of \$5,000.00 or less will be considered a minor safety incident resulting in one safety point.
- Preventable accident resulting in no property damage will result in one safety point.

*Exceptions do not apply to preventable incidents involving a pedestrian, cyclist, etc.

SECTION 6: Union Representation

NCTD will afford an employee his or her Weingarten rights as required.

SECTION 7: Onboard GPS/Video Camera System

The Union recognizes the legitimate business purpose of the GPS, Video and other technological equipment onboard vehicles. The Union and NCTD understand that this equipment is not to be used for surveillance and will not be reviewed without legitimate business purpose.

SECTION 8: Accident Review Committee (ARC)

- A. NCTD will make the initial determination of accident preventability. An employee may choose to appeal NCTD's determination that an accident was preventable to the Accident Review Committee. The appeal must be filed within five calendar days of determination and written notification to the employee/Union. NCTD will provide the employee with a notice to move to the ARC at the time of determination.
- B. The Accident Review Committee shall decide preventability issues only and shall not determine discipline questions. Discipline rendered as a result of a decision that an accident was preventable is subject to the Grievance & Arbitration Procedure of this labor agreement, however, the determination of the Accident Review Committee may not be appealed.
- C. The Accident Review Committee will be made up of equal numbers of bargaining unit members and non-bargaining unit members, and one neutral party, who will be selected by NCTD and the Union. The neutral party will not be associated with NCTD or the Union. The neutral party shall be chosen from California State Mediation Conciliation Service, unless otherwise agreed to by the parties. The Accident Review Committee will consist of four persons. NCTD or Union representative who participated in the preventability investigation and issuing of preventability will not be allowed to participate in the voting process. The Union shall have the right to select the bargaining unit members. An Accident Review Committee member (NCTD and Union) who has incurred a preventable accident within the prior 12 months will not be eligible to serve on the Accident Review Committee, and an alternate must be selected. NCTD and Union may each elect to have an observer present during the proceedings.
- D. The ARC is scheduled to meet as needed at the West Division Operations Building.

ARTICLE 13 – PAID TIME

SECTION 1: Overtime

All job-related work performed in excess of eight hours of actual work and/or training time in one day shall be compensated at one and one-half times the regular hourly rate of pay. The rate of two times the hourly rate of pay for all hours worked will be applied for any hours worked on the seventh consecutive day in a workweek. All regular full-time employees shall be guaranteed a minimum of 40 hours of work time each week.

No employee working an eight-hour shift may exceed 12 hours consecutively.

NCTD agrees to be in full compliance with the applicable law of the State of California.

Any employee who is called back to work after completion of regularly scheduled hours and who has punched out and left NCTD's property shall be guaranteed two hours of work.

Employees may be required to work overtime based on the needs of the operation. It is understood that classification seniority by primary reporting area and shift shall be a prime consideration in assigning overtime. In the event that the number of volunteers does not meet the needs of NCTD for filling such work needs, NCTD will assign overtime work in reverse seniority order by position. Scheduled overtime is defined as covering vacant shifts due to scheduled absences.

SECTION 2: Minimum Guarantee

Employees shall be guaranteed a minimum of 40 hours of work time each week.

SECTION 3: Payroll Mistakes

In the event of a payroll error of \$40.00 or more, NCTD shall correct the error and pay the employee (if it is determined the error results that the employee is short pay). Payment will be made via direct deposit (on the next paycheck) or hard check (within three business days) once the mistake has been brought to the attention of management and payment type decided by the employee. Should an error be deemed significant, resulting in fees/surcharges to the employee they can file a request to have those reimbursed pending approval from Payroll/HR.

SECTION 4: DMV Errors

Loss of work time due to DMV error: Upon receipt by NCTD of a "Pull Notice" regarding an invalid license/VT, NCTD will attempt to notify the employee before they are to report for duty to allow the employee sufficient time to visit the DMV office so he/she can correct the problem. A change of assignment for the day will be offered if it is available, or the employee will be allowed to use accumulated PTO for the day. In the case that it is NCTD error the employee will suffer no loss of wages until the problem is corrected.

ARTICLE 14 – PAID TIME OFF

SECTION 1: PTO Accrual and Eligibility

Upon start of service, all permanent full-time employees shall be authorized and granted paid time off. The amount of annual PTO hours is based on the following:

A. Accrual Rate

All permanent full-time Employees shall be authorized and granted paid time off (PTO) on their annual anniversary date.

Years of Service

Annual PTO Allotment

Awarded at start of service	40 hours
Awarded after completion of 12 months of service	80 hours
Awarded after completion of 24 months of service	120 hours
Awarded after completion of 60 months of service	184 hours
Awarded after completion of 96 months of service	224 hours
Awarded after completion of 120 months of service	256 hours

B. PTO Eligibility

For the purpose of this section only, the PTO year maximum benefits for each employee shall be based on a bi-annual 850 hours calculated over the following duration: January to June / July to December. This will coincide with the current contractual language noted two PTO bids per year as noted in Section 4. Compensable hours for the purpose of this section only are defined as any hours in which the employee receives pay based on a benefit earned per the terms of this contract (i.e. PTO, personal holidays, and paid holidays). If an employee does not reach the threshold for 850 hours, the prorated is based on 1,040 hours for the next bi-annual PTO bid.

When an employee obtains additional PTO hours due to years of service that places them in the next PTO hour tier the additional PTO hours will be deposited into their current balance on their anniversary date. All other hours will accrue to the employee on January 1st of each year. During the PTO bid, employees may bid PTO slots occurring on or after their seniority date for hours that they will have accrued by way of their seniority.

SECTION 2: Scheduling PTO

PTO slots shall be assigned each year by NCTD according to the following grouping of employees:

- Fleet Technicians/Electronic Technicians
- Body Technicians
- Inventory Clerks
- Fleet Servicers
- Facility Technician I/ Facility Technician II, and Facility Technician III

No single week shall have fewer than two PTO slots of an employee group given above as calculated on December 1 of each year with the following exception: Four weeks out of each year will be designated by management as the inventory period and shall not be available for PTO bidding by the Inventory Clerks. Such designated weeks shall be posted along with the January bid. All PTO shall be selected on the basis of seniority as set out in Section 4 below. All employees must bid and take at least one week consisting of consecutive days' PTO per year. Employees must maintain the minimum number of PTO hours that corresponds with their bid PTO until their bid PTO is taken.

SECTION 3: One Day PTO

Employees will be allowed to submit PTO request (one day PTO or multiple days) outside the normal PTO bidding window outlined in Section 4 of this Article. The employee's immediate supervisor will approve the PTO time on a first submitted, first approved. However, if more than one employee submits a PTO request on the same day for the same requested time off, seniority shall prevail. It is understood that should an employee submit a PTO request outside Section 4 below, those requests need to be submitted no less than one week in advance except in cases of extreme emergencies to allow NCTD to schedule coverage. The employee will be notified of approval or denial within two business days of the date the request is received.

SECTION 4: PTO Cancellations/Openings

Employees will bid their PTO based upon seniority twice a year in December and June. Employees must bid at least one week of their allotted PTO during each PTO bid as "week-long" PTO blocks if their annual allotment is 184 or higher). The rest may be used for single day PTO. Employees may also select their unused PTO balance from the first PTO bid (January-June) during the second PTO bid of the year (July-December). If an employee wants to request to vacate a bid PTO, the employee must, in writing, make such request to the appropriate Manager (or designee) 15 calendar days prior to their vacation.

SECTION 5: PTO Cash Out

An employee whose employment is severed shall be paid their unused PTO allowance.

SECTION 6: Holiday During PTO

In the event that one of the paid holidays stated in Article 15 should occur while an employee is on PTO the employee shall receive eight hours holiday paid at the straight time rate.

SECTION 7: Sick During PTO

Any employee who is hospitalized prior to going on a scheduled PTO period that extends into their PTO may elect to cancel their selected PTO should they so choose.

SECTION 8: PTO Buy Back

Provided PTO hours are available according to the employee years of service eligibility above, employees may request PTO payout in blocks of 40 hours.

ARTICLE 15 - HOLIDAYS

SECTION 1: Holidays

A. Seven Paid Holidays

New Year's Day

Independence Day

Memorial Day

Labor Day

Veterans Day

Thanksgiving Day

Christmas

- B. It is understood that to be eligible for any of the above holidays, the employee must have worked their regular scheduled work day preceding the holiday, and the regular scheduled work day following the holiday, unless the employee obtains permission from NCTD which will necessitate their working the preceding or following scheduled work day, or if the employee was absent due to illness or injury, as certified by a doctor. NCTD may, at its option, elect not to require such proof. If the employee has been previously granted intermittent FMLA, use of such allotted time will be considered certified by a doctor for the purpose of this section as long as falls within the parameters of their FMLA leave.
- C. Those who work on above listed Holidays will be paid the appropriate rate of pay in addition to the eight hours of Holiday pay as set out in subsection B. above. The principle of no pyramiding will govern all payments under this Article. However, the employee will be paid the hours worked or spread provisions, whichever is greater.
- D. Employees who are scheduled to work a holiday and who call in sick shall be eligible for PTO on that day but will not be eligible for holiday pay.
- E. Holiday pay for employees working a four-day 10-hour schedule shall be calculated as follows:
1. When a holiday falls on the employee's regularly scheduled day of work, and they are not required to work on that day, and their regularly scheduled work consists of four 10-hour days, they shall be paid as holiday pay, 10 hours pay on that day, such hours are included in the guaranteed hours.

2. When a holiday falls on an employee's regularly scheduled day of work and the employee works on that day, they shall be paid as holiday pay; eight hours pay for that day.
3. When a holiday falls on a day other than an employee's regularly scheduled day of work, and they do not work, they shall receive holiday pay of eight hours. In such event, the employee may be paid up to 48 hours of straight time for the week.

SECTION 2: Holiday Pay Rate

Holiday pay will be paid at the current rate of pay of the employees at the time of the holiday. In calculating hours worked for determination of overtime holiday hours are not included.

SECTION 3: Personal Holiday

- A. Employees will be given personal holidays based on the following schedule, and the applicable allotment of days each January 1 thereafter, for the life of this agreement:
 - After one year of service – one personal holiday
 - After three years of service – two personal holidays
 - After 15 years of service – three personal holidays
- B. For an Employee to earn personal holidays a minimum of 1,040 hours must be worked during the previous year.
- C. NCTD will attempt to allow employees to utilize their floating personal holiday provided that 72 hours' notice has been given to and approved by NCTD. The employee will be notified of approval or denial within three business days of the date the request is received. Such notification shall be either by posting or signed return of the time off request. In the event such approval is not received within the two business days, the employee should contact Management. If too many requests for a particular day off are submitted these requests will be awarded based on seniority within each classification by primary reporting area and shift.
- D. Personal Holiday time will be paid in eight hour increments only.
- E. All eligible employees will be allowed to cash out their personal holiday time at the end of December to be paid out, if applicable, the first check the following January.

ARTICLE 16 – LEAVE OF ABSENCE

SECTION 1: Personal Leave

NCTD may grant a personal leave of absence without pay, due to extenuating circumstances, to full-time employees who have completed at least six months of continuous employment. A personal leave may be granted for employees with under six months of employment on a case-by-case basis at management's discretion. A personal

leave of absence is defined as a 30-calendar day period, agreed upon and approved by the Deputy Chief Operations Officer or his designee. The employee is removed from payroll but maintained as an employee for the duration of the leave. Failure to return from a leave on the date approved and scheduled for return to work will be considered a voluntary resignation.

SECTION 2: Family and Medical Leave Act

NCTD will comply with the provisions of the Family Medical Leave Act (FMLA), and such leave will run concurrently with any other leave that qualifies for FMLA. The employee will be eligible to use available PTO for any qualified FMLA leave. Employees who otherwise qualify for FMLA must immediately apply for FMLA benefits upon transitioning to employment with NCTD. It will be assumed that all employees worked the required minimum hours to qualify for FMLA benefits upon hire.

The Employee shall not be required to utilize any accrued Paid Time Off concurrent with the CFRA/FMLA leave pursuant to 29 C.F.R. § 825.207. Should an employee elect to use unpaid time, it will be marked as FMLA-Unpaid and those hours will count toward the calculation of guarantee time.

SECTION 3: Military Leave

NCTD will comply with the provisions of the Uniform Services Employment and Re-employment Act and other applicable Federal and State laws dealing with Veterans and Reservists re-employment rights.

SECTION 4: Written Requests

A request for leave of absence or for an extension must be made in writing by the employee and approved in writing by the NCTD.

SECTION 5: Requests for Leave

Requests for leaves of absence shall be made as far in advance as possible. Seniority shall accumulate during a leave of absence for FMLA and Military leave purposes, however, time spent on leave of absence shall be without pay.

SECTION 6: Union Leave of Absence:

A Union member elected or appointed to serve as a full-time Local Union official shall not be unreasonably denied a leave of absence during the period of such employment. An employee placed on such a leave of absence will not receive any pay or benefits by NCTD during the period of leave. The employee will retain his/her seniority rights during the leave period.

ARTICLE 17 – HEALTH AND WELFARE

SECTION 1: Eligibility

Employees shall be eligible for the CALPERS Health & Welfare Benefit (if they will be appointed to a job that will last at least six months and one day and they work at least half time (see Eligibility & Enrollment (Active Members) | CalPERS) or any future Health & Welfare benefit program offered to employees by NCTD assuming eligibility requirements are met. Coverage shall begin the first day of the month following day of hire.

NCTD shall provide comprehensive medical, dental, and vision insurance coverage to all employees and their eligible dependents. Employees shall be offered at least one HMO and one PPO option for medical coverage if available, along with:

- Dental PPO and DMO options (if available)
- Vision plan (e.g., VSP or equivalent)
- Prescription drug coverage

SECTION 2: Premium Sharing

Employee contributions for premiums shall not exceed the following percentages:

Coverage Tier	Employee Share (Max)
Employee Only	17%
Employee + One	20%
Employee + Family	20%

SECTION 3: Life Insurance and AD&D

NCTD shall provide at no cost to the employee:

- A \$50,000.00 life and accidental death/dismemberment (AD&D) policy

Additional voluntary coverage may be purchased at group rates through payroll deduction.

SECTION 4: Flexible Spending Accounts (FSA)

Employees shall be eligible to participate in pre-tax Health FSA and Dependent Care FSA plans, consistent with IRS regulations.

Healthcare Reopener: Should any insurance plan(s) required under the collective bargaining agreement subject the Employer to an excise tax or penalty under Federal or State law, and/or the plan administrator modifies the terms of the plan(s), the parties agree to meet and confer at that time for the limited purpose of discussing an alternative plan(s) and/or other aspects

of Article 17. The plans and contributions stated in the Article shall remain compliant with the ACA, if applicable, throughout the term of this Agreement.

Opt-Out: In order to comply with the affordability requirements contained in the Patient Protection and Affordable Care Act, or current applicable law. Current employees receiving cash in lieu of benefits shall receive a "Cost Offset" payment in the amount of \$350.00 less statutory deductions will be grandfathered as such.

ARTICLE 18 – CALPERS RETIREMENT SYSTEM AND 457(b) PLAN

CalPERS Retirement System: Employees shall participate in the CALPERS retirement system. Employees hired on or after January 9, 2022, who are not members of CalPERS (or a reciprocal system) at the time of hire or have had a break in service greater than six months from a CalPERS agency, will receive the 1.5% at 65 years pension benefit formula and be subject to other provisions as described in the Public Employee Pension Reform Act of 2013. NCTD and employees in this tier are each responsible for paying half of the normal costs of the CalPERS retirement benefit. The contribution rate is currently set at 4.75 percent of salary and is subject to change by CalPERS. To be eligible for service retirement, the employee must have at least five years of CalPERS - credited service.

Deferred Compensation 457(b) Plan: NCTD offers a 457(b) Deferred Compensation plan for its eligible employees. Employees have the opportunity to enroll in the 457 Deferred Compensation program, in accordance with the provisions of NCTD's 457-Deferred Compensation Plan Document (Plan Document). NCTD matches employee deferrals into the 457 Deferred compensation plan, by contributing into a 401 (a) account on behalf of the respective employee. For each plan year, NCTD shall contribute a matching contribution in an amount equal to 50% of the participating employee's salary deferrals under the 457(b) deferred compensation plan up to a maximum of 8% of the employee's compensation. Therefore, matching contributions shall not exceed 4% of the employee's compensation. Employees are vested in NCTD contributions to the 401(a) over a three-year period.

ARTICLE 19 – FUNERAL LEAVE

If death occurs among members of an employee's qualifying family (spouse, domestic partner, child, stepchild, dependent child of domestic partner, mother, stepmother, father, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, grandchildren, or grandparents) the employee shall be granted leave with pay for a maximum of five workdays for the purpose of attending to a matter related to the death, within a 90-day period. An employee shall be granted leave with pay for a maximum of 24 working hours for the purpose of attending to matters related to the death of an employee's daughter-in-law, son-in-law, brother-in-law, sister-in-law, or spouse's grandparents.

Verification of death may be required by NCTD. Such verification shall be in the form of a published funeral notice, obituary, or similar.

ARTICLE 20 - PROBATION

SECTION 1- Probationary Period

- A. All original appointments shall be tentative and subject to a probationary period of three months actual service. If an employee is absent from work for more than five consecutive days from their regularly assigned duties, Management will prolong the probationary period by the time of that break to ensure a probationary period of three months actual service. After satisfactory completion of said period, the employee shall gain permanent status in that classification.
- B. "Probationary period" of this Agreement refers to the original probationary period of a bargaining unit employee. It is understood that the successful completion of probation, as described in this Section, means completion of probation in the classification of initial hire.
- C. To administer this Section of the Agreement, it is necessary for an employee to have successfully completed original probation in a single classification, as defined, in order for the employee to be eligible for promotion or transfer.
- D. If newly hired employees complete their formal training within the first two weeks; three-month probation reverts to their original date of hire. If their formal training goes beyond the first two weeks; the three-month probation will be extended by the length of their training.
- E. NCTD shall give reasonable notification of work performance through the monthly evaluation process.
- F. The probationary period shall constitute a trial period during which NCTD will determine the employee's ability, competency, fitness and other qualifications needed to do his or her required job. However, NCTD has the right to discipline or discharge any probationary employee and such discipline or discharge will not be subject to the grievance and arbitration procedure.
- G. Dispute, Grievance and Arbitration, shall apply to probationary employees in matters of alleged violations of specific provisions of this Agreement. However, NCTD shall have the right to discharge without cause any employee during the first 90 days of employment if said employee is not satisfactory to NCTD. Such discharge shall not be subject to Article 11- Disputes, Grievances, and Arbitration.

SECTION 2- Promotions, Demotions, Transfers

- A. An employee who is promoted, who is demoted or who transfers to a new classification will serve three-month probation in the new position.
- B. If the employee does not pass that probationary period, and if a vacancy then occurs because of the failed probation, then the Employer may also fill the position pursuant to Article 25, Section 2.

ARTICLE 21 - SENIORITY

SECTION 1: General

- A. Seniority, within the meaning of this Agreement, may be Hire-Date, or Classification seniority.

- B. Hire-Date seniority shall mean the length of continuous active service with NCTD.
- C. Classification seniority shall mean the length of continuous active employment within a specific job classification covered under this Agreement.

SECTION 2: Seniority Roster

NCTD shall maintain a seniority roster of all employees. An employee's seniority date will be the most recent date of hire. When several such employees have the same seniority date, the most senior employee will be determined by lot.

SECTION 3: Seniority Rank

Seniority date of employees shall appear opposite their name on said roster, those with the latest seniority dates appearing lowest on the roster.

SECTION 4: Posting of Seniority Rosters

- A. Seniority rosters will be posted at least once every six months, with a copy to the Union.
- B. The seniority roster will be posted and will be subject to protest for a period of 30 days from the date of posting. Upon presentation of proof of error by an employee or the Union within such 30-day period, such error will be corrected. If no protest is made by an employee within the 30 days after the date his name first appears on the seniority roster, such date will be considered his correct seniority date and will not be subject to further protest, except for typographical errors. Otherwise, no change in the seniority roster will thereafter be made, except by agreement between NCTD and the Union.
- C. In addition, NCTD shall furnish the Union with an updated departmental seniority roster at least ten workdays prior to each general bid.

SECTION 5: Reduction in Force

When necessary to reduce forces, reduction will be made by classification in the order of least classification seniority. Employees who are affected by a layoff may exercise their Hire-Date seniority to displace the most junior employee in any classification in any position for which the senior employee is qualified

SECTION 6: Recall from Layoff

Employees on layoff will be recalled to work in the order of their seniority. To be eligible for recall, employees on layoff must keep NCTD informed of their current address. NCTD's obligation to offer recall shall be fulfilled by mailing notices by Certified Mail to the most recent address supplied by the employees on layoff. An employee on layoff must notify NCTD within seven calendar days after such recall offer has been received at the address of record and report for work within seven calendar days after that date.

SECTION 7: Removal from Seniority Roster

Seniority shall be broken, and an employee removed from the seniority roster under the following circumstances:

- A. Resignation.
- B. Discharge.
- C. Layoff exceeding 12 consecutive months.
- D. Leave of absence exceeding 12 consecutive months.
- E. Failure to respond to a recall following a layoff pursuant to Section 6 above.
- F. Working exclusively in a position outside of this contract for six consecutive months.

SECTION 8: Notification of Major Reduction in Force

The Union will be given at least 30 calendar days' notice in the event of a major reduction in forces.

SECTION 9: Promotion Outside Bargaining Unit

An employee promoted to a position outside the bargaining unit shall retain his or her bargaining unit and classification seniority and continue to accumulate seniority in these areas for a period of three months after promotion, which seniority will be utilized if NCTD returns the employee, or the employee voluntarily agrees to go back to the bargaining unit within that three-month period.

SECTION 10: Promotion or Transfer Inside Bargaining Unit

An employee promoted or transferred to a position within the bargaining unit shall retain his or her bargaining unit and classification seniority and continue to accumulate seniority in these areas for a period of three months after promotion or transfer, which seniority will be utilized if NCTD returns the employee or the employee voluntarily agrees to go back to their position within the three month period. After three months, if the employee satisfactorily completes the period in the new position, he/she shall become permanent and the classification seniority date for that position shall be the day the employee first began work in the position after promotion or transfer.

ARTICLE 22 – JURY DUTY AND COURT APPEARANCES

SECTION 1:

Employees who are called for jury duty shall notify and present the summons to their immediate supervisor as soon as possible. The Supervisor will remove the employee from his or her scheduled work until released by the court. NCTD shall compensate the employee up to 40 hours maximum per year for the service of jury duty. An employee must fill out a time-off request form and provide court approved paperwork that has been verified via time stamp in order to be approved for jury duty pay.

SECTION 2:

Any employee required to appear in court by NCTD during off-duty hours will be paid the appropriate hourly rate for the hours spent in court, and reasonable expense accrued for travel to and from court.

ARTICLE 23 – MEAL AND REST PERIODS

SECTION 1:

The meal period shall not be less than 30 minutes nor more than one hour and shall be unpaid. If lunch period is interrupted, said lost break time shall either be compensated at the overtime rate or be scheduled following the conclusion of the interruption by mutual agreement.

SECTION 2:

The meal period shall be between the ending of the third hour and the beginning of the seventh hour after starting work, unless the employee and supervisor otherwise agree.

SECTION 3:

If the meal period is not provided to the employee as defined in Sections 1 and 2 above, then the employee shall be paid 30 minutes work time for meal period.

SECTION 4:

Employees who are normally scheduled to work eight consecutive hours per day shall receive a maximum of two 15-minute paid rest periods as designated by NCTD.

ARTICLE 24 – PHYSICAL EXAMINATIONS

NCTD shall pay for all DOT physical examinations performed by NCTD's chosen medical professional. All initial physical exams must be performed by NCTD's chosen medical professional. Renewal physicals may be performed by the employee's personal DOT certified medical professional, provided all expenses are paid by the employee and NCTD receives proof of DOT exam certification. The Employee shall pay the cost of all referrals.

Any time an employee is required to perform any DOT required testing (i.e., Sleep Apnea, blood pressure, vision etc...) will not result in the issuing of attendance points. The employee must provide documentation from a certified medical professional.

ARTICLE 25 - PROMOTIONS

SECTION 1: Promotions

- A. Promotions shall be based on qualifications as determined by, but not limited to job knowledge, job skill, job abilities, attendance and employment record.

- B. Nothing in 1(A) above shall be construed to obstruct a bona fide affirmative action plan in accordance with government regulations.
- C. If the qualifications of two or more employees are found to be equal, NCTD seniority (adjusted hire date) shall be used to make the final promotional decision.
- D. The promotion process is as follows:
 - 1. Job Posting
 - 2. Internal application filed out by the interested applicant.
 - 3. NCTD will schedule interviews with all the applicants.
 - 4. NCTD will conduct the interviews. The interviews will be by management, but not the applicants Supervisor.
 - 5. Criteria for promotion hire used during the interview process may include, but not be limited to, the following: Written test, knowledge of test equipment, ASE certifications, general job knowledge, job performance, work history, and employee good standing. Criteria may differ depending on the classification in which the opening exists. Actual criteria shall be included in the individual job posting.
- E. NCTD shall have the sole and exclusive right to determine the number, qualifications, and mix of classifications for employees at each location operated by NCTD.

SECTION 2: Posting

- A. When NCTD determines that a vacancy within the bargaining unit is to be filled, it will post a job announcement for the vacancy for a minimum of one week. The Union and NCTD may agree to a "perpetual posting" of certain bargaining unit positions, in which case, Section 2 does not apply.
- B. If a reemployment list of the names of employees laid off from that position exists, the posting requirement will be waived and the top name on the reemployment list will be offered the position.
- C. NCTD will establish eligibility lists for positions within the bargaining unit. These lists will be valid during the probationary period (90 days) of the newly promoted employee. This list will be posted and given to the Shop Steward and Union Business Agent. When a vacancy within the bargaining unit is to be filled, NCTD may bypass the posting requirement in 2(A) above and go to the appropriate list if one exists as the first step in filling the position. It is understood that qualified candidates shall be placed on an eligibility list and selected from such list prior to qualified external candidates.
- D. NCTD and the Union recognize their obligations under the law to disabled employees and will meet to discuss the transfer or reassignment of a qualified, disabled employee to an open position as part of an effort to make a reasonable accommodation to that disability. Qualified, here, means that the employee is qualified for the open position.
- E. All in-house job postings must be provided to the union within 72 hours of the posting.
- F. Within 90 days of the initial posting all interviews and/or testing shall be concluded.
- G. Within two weeks of a final interview, applicants will be notified if they were promoted or not.

SECTION 3: Probation for Promoted/Transferred Employees

- A. An employee who is promoted, who is demoted or who transfers to a new classification will serve three-month probation in the new position.
- B. If the employee does not pass that probationary period, and if a vacancy then occurs because of the failed probation, then NCTD may also fill the position as in Section 2(B), (C) and (D) above.

SECTION 4: Internal Recruitment

- A. When a recruitment is completed, the name(s) of the successful candidate(s) will be posted immediately following the filling of the vacancy.
- B. All employees who take a promotional exam shall, at their request, have their strong points and weak points reviewed with them. This will include the points earned on all test and total points possible. This will be provided to the employee within 48 hours of the request.

SECTION 5: Transfer between Bargaining Units

- A. During an active recruitment for a vacant position, an employee must submit the proper application and other required documentation to be eligible for consideration for the position.
- B. The employee will then be considered for the position based on the competitive selection process.
- C. If selected for the open position which is classified in the other bargaining unit, the following shall govern the transfer:
 - 1. The employee shall maintain his/her original NCTD seniority (adjusted hire date). The hire date shall govern wages and benefits as established by the appropriate CBA.
 - 2. The employee shall be assigned a new classification date that coincides with the start date in their new classification in the new bargaining unit. This new classification date shall govern bidding and work assignment selection.

ARTICLE 26 – REIMBURSEMENT FOR THEFT/ASSAULT

NCTD agrees to reimburse employees up to a maximum of \$250.00 in the event of the theft or assault resulting in the loss of individual property. Evidence of such theft must be presented or clear through NCTD video for payment.

ARTICLE 27 - SHIFT ASSIGNMENTS

SECTION 1: General Bids

- A. NCTD shall conduct a general bid for Employees in December of each year, to be effective the first pay period following January 1st of the following year and another general bid in June of each year to be effective the first pay period following July 1st of each year. Once the bid is completed a Copy of the completed bid will be sent to the Union Business Agent.
- B. For purposes of this Article, a Primary Reporting Area is the location where an employee punches in and out at the beginning and end of each shift. A Work Area is the location where an employee may be assigned during their work shift. An employee may be assigned to multiple work areas during the course of each work shift.
- C. Each bid will be posted in all Primary Reporting Areas for a period of 21 calendar days prior to the effective date of implementation, and ten calendar days prior to the date on which the general bid is conducted. NCTD will meet with the Union representatives a minimum of 10 business days prior to the posting of the bid to review the bid packets and seniority rosters. Once both sides have agreed with the bid packets and seniority rosters NCTD will immediately make available a digital copy of the bid materials including the bid paddles to the Union Stewards in order to conduct the bid._
- D. The bid will contain the Primary Reporting Area, work schedules which list beginning and ending shift times, workdays, and days off per calendar week by job classification.
- E. The Facility Maintenance Department bid will provide this information for all primary reporting areas. Actual areas of work for Facility Maintenance Department employees, however, will include any of the facility locations and property which NCTD is required to maintain.
- F. At management discretion either department may conduct additional bids during the year if service changes between maintenance bids warrants such changes. NCTD will meet with Teamsters to review changes and solicit feedback.
- G. All full-time shifts shall have a minimum of eight work, excluding meal period.
- H. To ensure continuous operational capacity during periods of staffing shortages, certain open positions may be temporarily closed. These positions will be reopened upon the successfulness of onboarding of new hires or promotions and will be filled based on the current maintenance needs, with management discretion on shift or classification according to Section 4 below.

SECTION 2: Employee Selection

NCTD shall set the time limits on the bid. Employees will select their work schedules and Primary Reporting Area from the general bid lists by seniority within their job classification. NCTD shall determine the number of employees, workdays and days off for each job classification on each shift at each maintenance facility. Changes in bid assignments or Primary Reporting Areas for individual employees during or after the conclusion of the bid process may be made by mutual written agreement of NCTD and the Union. NCTD may change or restrict the Primary Reporting Area for individual employees based on the needs of the operation or in the best interest of NCTD employee with mutual agreement with a Union official.

SECTION 3: Proxy Bids

- A. If, for some reason an employee is unable to be present at the time of bidding, the employee shall submit his/her proxy bid in triplicate. NCTD representative accepting the proxy bid shall place his/her signature, date and time of acceptance on each copy of the proxy bid. The NCTD Representative shall retain the original, provide a copy to the Union, and return one copy to the employee. Except in case of emergency, proxy bids received after the deadline are not valid and will not be accepted. The proxy bid must be received not later than three days prior to the bid.
- B. A member of Management and a Union representative will meet, prior to the bid, to ensure that both parties have all applicable proxy bids. If any discrepancy is noted, the employee involved shall be contacted by the Union Representative and the discrepancy corrected. In the event the Union Representative is unable to contact the employee, the original proxy bid shall be used in making any determination as to the intent of the employee.
- C. All proxy bids are final upon receipt and can only be overridden if a personal appearance is made by the employee at the general bid at the designated time of bidding.
- D. Employees who are not present at a general bid or who have not submitted a proxy bid will be assigned to a work schedule and maintenance facility as selected jointly by Union and NCTD Representatives. Such joint selection shall be made at the time the employee would have bid based on seniority.

SECTION 4: Shifts

When a shift position becomes open, for any reason, before the date of a general bid, and if NCTD determines that the vacancy is to be filled, it will be filled in the following manner:

- 1. A notice of the open shift position will be posted on the bulletin board of each Primary Reporting Area and given to the Steward and sent to the Union Business Agent.
- 2. Only those employees whose seniority is below that of the individual who vacated the shift position will be eligible to bid for the open position. Their names will be included on the posted notice. This bid will take place no later than 14 calendar days from the date the shift position is vacated.
- 3. The list will remain posted for a seven-day period of time, or until the vacant slot is filled, whichever is earliest.
- 4. Following posting of the list, on a seniority basis, the Department will contact the employees whose names are on the list until one accepts the vacant bid position, or until all of them decline. If the vacant slot is not filled through this process, or if any further vacancy created by this process is to be filled, it will be filled according to Article 25, Section 2.
- 5. Notwithstanding this procedure, a vacant bid position which is to be filled may be filled in a manner mutually agreed to by the Union and NCTD.
- 6. New hire employees will be assigned to a Primary Reporting Area by NCTD until the completion of their probationary period. Upon completion of their probation, they will be assigned to a vacant shift.

SECTION 5: Day Swaps:

An employee may elect to swap their bid workday within the same work week. For the swap to be approved, it must be submitted in writing within the same work week and must be approved by NCTD at least 24 hours in advance.

All requests will be approved on a first submitted, first approved basis. Should multiple employees request the same day off on the same day, seniority will prevail. NCTD has full discretion to approve or deny any day swap request.

SECTION 6: Shift Differential Pay – All Employees

- A. Swing Shift – Defined by the bid with \$0.50 more than the employee's hourly rate
- B. Graveyard Shift – Defined by the bid with \$0.75 more than the employee's hourly rate.

Shift differential shall be determined by the employees bid shift. And they shall be paid the premium for all hours worked until they bid off that shift.

ARTICLE 28 – UNIFORMS, WORKCLOTHES AND OTHER EQUIPMENT

NCTD will provide a weekly work clothes service for all employees in the Shop. NCTD will provide: 11 pants, 11 shirts, and two all-season jackets, replaced as needed, with periodic cleaning provided.

When an employee leaves the employment of NCTD, the employee must return all uniform and work clothes items, and all other NCTD provided equipment and materials, and may be charged the reasonable value of items not returned.

Union apparel will be allowed to be worn with patches worn in compliance with NCTD's Uniform Policy.

ARTICLE 29 – TOOL ALLOWANCE

NCTD will provide a tool and safety allowance each calendar year which shall be paid out during the second pay period in January of each calendar year. Receipts for reimbursement must be turned in no later than December 31st of each calendar year. The total allowance can only be used for tools and the maximum reimbursement total is \$250.00 dollars for actual work-related, documented expenditures.

Raincoats, rubber hats, and rubber boots of a serviceable nature shall be made available to employees in the Maintenance Department who are required to work outside in wet weather. NCTD will make available suitable protective clothing for employees working in the wash rack area, for steam cleaning, in the battery building, and for other jobs when necessary. NCTD will furnish all other safety equipment as required.

NCTD will reimburse all employees up to \$200.00 for prescription safety eye wear, payable on the next pay period after the receipt has been submitted.

NCTD will reimburse all employees up to \$225.00 for boots, payable on the next pay period after the receipt has been submitted. NCTD will also allow for reimbursement for “related expenses” such as sole repair, inserts, laces, etc.

ARTICLE 30 – SHIFT SUPERVISORS, LEAD WORKERS, & TRAINERS

SECTION 1:

One management employee in Facilities and one management employee in Fleet at each division and shift may perform all bargaining unit work as deemed necessary by management for the good of NCTD. This provision is not intended to restrict management from assisting employees in the performance of their work or in the preparation of special events.

SECTION 2:

If an aggrieved employee proves a step of the grievance process that a supervisor performed bargaining unit work in violation of the supervisor’s working provisions in the Agreement, he or she will be provided the following remedy: If such work amounts to less than two hours, the aggrieved employee will be paid the actual hours worked by the supervisor. If the supervisor’s work exceeded two hours, the aggrieved employee will be paid four hours of actual hours worked, whichever is greater. Any payments shall be at the grievant’s rate of pay.

SECTION 3:

Nothing in this Agreement is meant to prohibit current practice of non-bargaining unit employees conducting minor field repairs or replacement of fare boxes which are in service, and for the purpose of maintaining revenue service.

SECTION 4:

Lead workers’ duties are to assign work when a supervisor is not present. Lead workers do not have authority to hire, fire, or discipline employees. Lead workers are not responsible for the action or lack of, for those employees assign to his/her shift.

When bargaining unit employees are assigned as Lead Workers, they will be compensated an additional \$2.50 – 2025/\$3.00 - 2028 per hour.

SECTION 5:

When bargaining unit employees are assigned as Trainers, they will be compensated an additional \$0.50 – 2025/\$1.00 - 2028 per hour.

ARTICLE 31 – WAGES

- A. Unless otherwise noted in this section, wage increases will occur on the pay period October 1st lands on of each year of this Agreement. These increases are herein referred to as the dates of the “contractual wage increases”.

Current Title	New Title	7/1/2025	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029
Bus Servicer	Fleet Servicer	\$26.62	\$28.22	\$28.92	\$29.65	\$30.39	\$31.30
Warehouse Clerk	Inventory Clerk	\$27.07	\$28.69	\$29.41	\$30.15	\$30.90	\$31.83
Facilities Tech I	Facilities Technician I	\$21.84	\$23.15	\$23.73	\$24.32	\$24.93	\$25.68
Facilities Tech II	Facilities Technician II	\$32.17	\$34.10	\$34.95	\$35.83	\$36.72	\$37.82
Facilities Tech III	Facilities Technician III	\$40.26	\$42.68	\$43.74	\$44.84	\$45.96	\$47.34
Auto Technician II	Fleet Technician II	\$39.73	\$42.11	\$43.17	\$44.25	\$45.35	\$46.71
Auto/Body Technician III	Fleet / Body Technician III	\$44.29	\$46.95	\$48.12	\$49.32	\$50.56	\$52.07
Electronics Technician	Electronics Technician	\$44.29	\$46.95	\$48.12	\$49.32	\$50.56	\$52.07

Longevity Pay	10/1/2025	10/1/2028
10 Years	\$0.50	\$0.75
15 Years	\$0.75	\$1.00
20 Years	\$1.00	\$1.50

ARTICLE 32 – ASE CERTIFICATIONS

Technicians can earn additional pay by completing ASE Certifications in Fleet Repair). For each test that employees successfully complete, they can earn a bonus in addition to their regular pay. The NCTD program is designed around the ASE Automotive and Medium/Heavy Truck Series.

All employees possessing Medium/Heavy Duty Truck Series or “T” certifications at the time of ratification will continue to receive all “T” ASE certification bonuses for the life of this agreement. These certifications will no longer be offered or paid to any other employee after the date of ratification.

Once an employee is Master Certified, they will receive an additional hourly bonus.

As long as each of the approved certifications is kept current, an individual is eligible for the hourly bonus. If an employee lets a certification or master rating expire, then the hourly bonus will be decreased by the appropriate bonus rate. For example, if technicians have passed seven tests, they must continue to renew for those tests. If they let one lapse, they will only get the bonus rate of six test.

ASE Certifications:

- ASE Transit Master Certification Track:
 - o Per ASE Certification: \$0.20/hour
 - o Master Certification: \$2.00/hour

In order to be eligible for the ASE premium, the employee must present the ASE certificates to the Region Maintenance Manager.

TRANSIT BUS TEST SERIES

The Transit Bus Test series is a new test category designed to test the knowledge of the technicians' skills that are necessary to diagnose, service and repair various systems on transit buses.

Any employee who takes the Transit Bus tests will be eligible for the Registration and Test Fee reimbursement and incentive premiums. Employees choosing to take the Bus series will substitute bus certifications for heavy duty truck certifications. NCTD will pay for either heavy duty or bus certifications but not both. It will take a combination of heavy duty and bus certifications to achieve master status.

Blue Seal Certification Program: Technicians who have ASE Certifications at a location that receives the ASE Blue Seal Designation will receive an additional \$.20 per hour.

The ASE Collision Repair and Refinish Test Series includes one test for paint refinishers and three other tests for Repair Technicians:

1. Painting and Refinishing (B2) (additional \$.20/hour)
2. Non-Structural Analysis and Damage Repair (B3) (additional \$.20/hour)
3. Structural Analysis and Damage Repair (B4) (additional \$.20/hour)
4. Mechanical and Electrical Components (B5) (additional \$.20/hour)

The ASE Parts Specialist Test Series include these three tests:

1. Medium/Heavy Truck Dealership Parts Specialist (P1) (additional \$.20/hr.)
2. Automobile Parts Specialist (P2) (additional \$.20/hr.)
3. General Motors Parts Consultant (P4) (additional \$.20/hr.)

Upon ratification of this contract, Fleet Technicians will be required within 30 months to obtain the required number of ASE certifications per the job description of their job classification. The Body Technician and the Inventory Clerks may voluntarily elect to participate in the ASE certifications for their job categories and be compensated accordingly. If an employee fails to meet the required level of ASE's per their job classification description, NCTD may offer a lower level, position if a vacancy exists.

****NOTE****

NCTD agrees to pay for the ASE Certifications registration and test fees upon completion of the test. Furthermore, NCTD will reimburse the employee for the registration and test fees for the first two failed test per series.

ARTICLE 33 - TERM

This Agreement shall take effect on October 1, 2025, and shall continue in full force and effect through September 30, 2030.

No later than 90 calendar days prior to the expiration of this Agreement, either party may serve written notice of its intent to modify, amend, or terminate the Agreement. Negotiations for a successor agreement shall begin no later than 60 calendar days prior to expiration.

This Agreement shall remain in full force and effect during such negotiations until a successor agreement is ratified, or the parties reach impasse under applicable public sector labor laws.

This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart. The Parties further agree that an electronic copy of the executed counterparts shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the XXth day of XXXXXXXXXX 2025.

**NORTH COUNTY TRANSIT –
SAN DIEGO RAILROAD**

TEAMSTERS LOCAL UNION NO. 542

Shawn M. Donaghy
Chief Executive Officer

Donald Mack
Business Representative

Date Signed

Date Signed

Jeffrey Hiott
Deputy Chief Operating Officer – Bus

Salvador Abrica
Business Representative

Date Signed

Date Signed

Alex Denis
Chief Operating Officer – General Services

Hiram Arjon

Date Signed

Date Signed

Adrienne L. Johnson
Deputy Chief People Officer

Gilbert Castillo

Date Signed

Date Signed

Mikaela Minamishin
Labor Relations Specialist

Date Signed

Sergio Lopez

Date Signed

Ronald J. Prevost

Date Signed

Troy Simon

Date Signed

APPROVED AS TO FORM

APPROVED AS TO FORM

Lori A. Winfree
Deputy Chief Executive Officer and Chief
General Counsel

Date Signed

Fern Steiner
Attorney for Teamsters Local Union No. 542

Date Signed

STAFF REPORT

APPROVE LABOR AGREEMENT BETWEEN THE NORTH COUNTY TRANSIT - SAN DIEGO RAILROAD AND THE LOCAL 1309 AMALGAMATED TRANSIT UNION FOR ROAD SUPERVISOR/DISPATCH SUPERVISOR, OPERATIONS CONTROL SUPERVISOR, AND MAINTENANCE CLERKS

Time Sensitive: ☒ **Consent:** ☒

**STAFF
RECOMMENDATION:**

Approve the Labor Agreement (Agreement) between the North County Transit – San Diego Railroad and the Local 1309 Amalgamated Transit Union (“ATU” or “the Union”) for Road Supervisors/Dispatch Supervisors, Operations Control Supervisors, and Maintenance Clerks.

**BACKGROUND
INFORMATION:**

California Government Code section 3500, et seq., commonly known as the Meyers Milias-Brown Act, and the North County Transit District’s, operating as North County Transit – San Diego Railroad (NCTD), enabling legislation at Public Utilities Code section 125500, et. seq., provide that public employees have a right to organize and bargain collectively with local government public employers over wages, hours, and other terms and conditions of employment.

At the time of the bus transition from contracted operations through MV Transportation, Inc. (“MV Transportation”) to insourcing as direct employees of NCTD, Road Supervisors/Dispatch Supervisors, Operations Control Supervisors, and Maintenance Clerks were represented by the Local 1309 Amalgamated Transit Union (ATU). With the pending transition, NCTD and the ATU entered into a Memorandum of Understanding (MOU) to extend the basic terms of the existing Union Agreement between MV Transportation and the ATU through December 31, 2025. Minor modifications to the existing Union Agreement were included as part of the MOU, including but not limited to, transition to the CalPERS pension and medical insurance programs. At this same time, NCTD and the ATU entered into collective bargaining negotiations for a new agreement for Road Supervisors/Dispatch Supervisors, Operations Control Supervisors, and Maintenance Clerks.

NCTD’s designated labor representatives met with the ATU’s negotiating team on multiple occasions following transition and negotiations were completed during several sessions through November 25, 2025. A draft proposed Agreement encompassing the negotiated provisions related to wages, hours, and general terms and conditions of employment that apply to the bargaining unit employees was developed. The proposed Agreement between NCTD and ATU for Road Supervisors/Dispatch Supervisors, Operations Control Supervisors, and Maintenance Clerks would be effective July 1, 2025, through June 30, 2030. The proposed draft Agreement offers:

- Hourly starting rate of pay at \$31.72 for Maintenance Clerks, with general wage increases through FY2030.
- Hourly starting rate of pay at \$37.82 for Road Supervisors/Dispatch Supervisors, with general wage increases through FY2030.
- Hourly starting rate of pay at \$40.12 for Operations Control Supervisors, with general wage increases through FY2030.

- Eligible employees receive longevity pay based on years of service, ranging from \$0.50/hour after 5 years to \$2.00/hour after 30 years to address recruitment and retention challenges and acknowledge employee tenure
- Employees will be enrolled in CalPERS for pension and medical benefits
- Standard benefits and employment policies and procedures generally applicable to NCTD staff remain effective in the new proposed Agreement, unless otherwise expressly provided therein

Staff notes that several minor non-monetary provisions remain under review. Any resulting updates will be incorporated into the final contract documents prior to ratification.

Based on the foregoing, staff recommends the Board approve the Agreement between the NCTD and the Local 1309 Amalgamated Transit Union for Road Supervisors/Dispatch Supervisors, Operations Control Supervisors, and Maintenance Clerks.

ATTACHMENT: 9A – Proposed Labor Agreement between the North County Transit District and the Local 1309 Amalgamated Transit Union for Road Supervisors/Dispatch Supervisors, Operations Control Supervisors, and Maintenance Clerks

FISCAL IMPACT: The proposed Agreement establishes specific wage rates for ATU Union-represented District employees on an annual fiscal year basis. FY 2026 budgeted resources for salaries and benefits are sufficient to fund the proposed agreement. Future years wages and benefits will be budgeted through the annual operating budget process.

COMMITTEE REVIEW: None

STAFF CONTACT: **Adrienne Johnson, Deputy Chief People Officer**
E-mail: ajohnson@nctd.org Phone: 760-966-6776

Labor Agreement



&



**Road Supervisor/ Dispatch Supervisor,
OCC Traffic Controller, and Maintenance
Clerks**

July 1, 2025 – June 30, 2030

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PREAMBLE

This agreement is entered between North County Transit District and Local 1309 Amalgamated Transit Union, hereinafter referred to as the “Union” and NCTD hereinafter referred to as the “Company” or “Employer.”

SECTION 1

INTENT, PURPOSE and MUTUAL BENEFIT:

It is the intention of the parties that this Agreement will establish sound relations between NCTD and its employees, which will promote harmony, genuine cooperation, and efficiency, to facilitate peaceful adjustment of differences which may arise between the parties to the end that the employees and NCTD may mutually benefit. Both parties agree to cooperate with each other in good faith in the enforcement of the terms of the Agreement. The Union as the exclusive bargaining agent for all employees of the bargaining unit recognizes to provide maximum opportunities for continuing employment, good working conditions and good wages, NCTD must be in a strong economic condition, which means it must provide quality service at the lowest possible cost. The Union acknowledges that they share the responsibilities along with management for attainment of these goals. The Union shall cooperate with NCTD and support its efforts to assure a full day's work for a full day's pay on the part of its Members. The Union shall investigate and cooperate with NCTD in eliminating absenteeism, tardiness, discourtesy to customers, unsafe work habits, dishonesty and other practices which hurt or interfere with service to the customer and community. The Agreement is intended to set forth all the rights of the Union and the employees, all of which arise because of this Agreement. It is mutually agreed that rules and regulations of NCTD will not be in conflict with the provisions of the Agreement and the Agreement shall supersede the Handbook where a conflict exist.

SECTION 2

EQUAL EMPLOYMENT OPPORTUNITY

The Union and Company are committed to providing equal employment opportunities for all applicants seeking employment, as well as for present employees.

- A. This Agreement and all personnel policies will be administered without regard to unlawful consideration of sex, religious creed, color, race, national origin, age, religion, genetic information, gender identity, gender expression, sexual orientation, pregnancy, ancestry, marital status, physical or mental disability, veteran status, obligation for service in the Armed Forces, or any other basis protected by law.

- B. Both parties agree to comply with applicable laws pertaining to equal employment and discrimination.
- C. Both parties agree to comply with Equal Employment Opportunity Policy.

SECTION 3

UNION RECOGNITION

NCTD recognizes the Amalgamated Transit Union Local 1309 as the sole and exclusive collective bargaining representative pursuant to Nation Labor Relations Board Certification of Representative Case 21-RC-276-059:

Include: All Full-time Road Supervisors, Dispatch Supervisors, Operations Control Supervisors, and Maintenance Clerks employed by the employer.

JOB DESCRIPTION

NCTD shall provide to the Union a copy of the job descriptions and qualification for each classification covered in this Agreement. The Union shall have an advisory role in the revision to these job descriptions and qualifications.

The names of the Union Officers and Executive Board will be given to NCTD in writing by the Union and NCTD will be advised in writing of any changes in said Officers and Board Members, and NCTD will advise the Union of the persons authorized to represent NCTD for purposes of collective bargaining and the resolution of grievances.

NCTD shall recognize the President/Business Agent of the Union, or any duly authorized representative thereof, for presentation and adjustment of any grievance under the grievance and arbitration procedure. Neither the Union nor NCTD will send more than two (2) representatives, other than the accused employee, for presentation and adjustment of the grievance.

The Union shall notify NCTD in writing of the names of designated Shop Stewards.

Upon request, the Officers, Executive Board Members, and Shop Stewards of the Union (including the Local Union's Administrative Office) will be provided with list of Member's names, address, and telephone numbers.

SECTION 4

BARGAINING UNIT WORK

Bargaining unit employees are not to be used to do non-bargaining unit work not covered under this contract. Should an urgent business need arise, or a special event occur,

employees may be called upon to perform tasks that they do not normally perform. NCTD agrees to notify the union when any such task performance is required.

Non-bargaining unit employees are not to be used to do bargaining unit work covered under this contract. Should an urgent business need arise, or a special event occur, non-bargaining unit may be called upon to perform bargaining unit tasks, but only after all bargaining unit employees have been given the opportunity to fill the work. NCTD agrees to notify the union when any such task performance is required.

No language in this section shall preclude a bargained unit employee from cross-training for other positions within the bargained unit.

SECTION 5

GRIEVANCE PROCEDURE

A grievance or dispute shall be adjusted according to the following procedure.

- A. Only the Union and/or Management may file a grievance.
- B. Any grievance or dispute shall be presented to the department head or their representative in writing, for adjustment not more than 15 days from the date that any affected employee represented by the Union either knew or reasonably should have known, of the conduct, event or action which is alleged to have violated this Agreement. In the case of discipline, the 15-day period runs from the date the Union receives final notice of management's decision to issue discipline. The written grievance shall contain a statement of all facts relevant to the grievance, an identification of the contract section(s) allegedly violated, and the remedy sought. The department head shall render a decision in the matter within 10 days from the date the grievance or dispute was presented to the employer.
- C. If the decision of the department head or the employer's representative is not satisfactory; it may be appealed to the Deputy Chief Operations Officer or the employer's representative within seven days. The Deputy Chief Operations Officer will render a decision within seven days.
- D. A grievance or dispute pertaining only to the interpretation or application of the terms of this Agreement that is not satisfactorily settled shall be submitted to arbitration upon the Union's written request. This request shall be served upon the Corporation within 45 days from the date of the delivery of the decision on the grievance by the Deputy Chief Operations Officer his representative.

- E. Any grievance pertaining only to the interpretation or application of the terms of this Agreement which the Corporation may have against the Union shall be presented in writing to the Union President and Business Agent or his representative immediately, but in no event more than 15 days from the date that management either knew or reasonably should have known, of the conduct, event or action which is alleged to have violated this Agreement. If the grievance is not satisfactorily adjusted within 10 days, it may be appealed to the Union's Executive Board within seven days, and in the event the grievance is not settled satisfactorily within seven days following such appeal to the Executive Board, said grievance shall be submitted to arbitration, as prescribed in the arbitration procedure Federal Mediation and Conciliation Service (FMCS).
- F. The issues to be submitted to arbitration shall be limited to those set forth and defined in the original grievance, and the arbitrator's authority shall be limited to the determination of the issue or issues thus set forth.
- G. If the party with the dispute fails to file a grievance or fails to move a grievance to the next step within the timelines outlined in this section, it shall be considered closed.
- H. In computing the time as fixed in this section, Saturdays, Sundays, and holidays shall be excluded. The parties may mutually agree to extend timelines on a case-by-case basis.
- I. For all purposes under this section, grievances and/or responses may be e-mailed between the Union and NCTD.

ARBITRATION PROCEDURE

- A. Counsel for the Union and NCTD shall select the arbitrator. In the event respective counsel cannot agree within five days upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit to them the names of seven qualified and available arbitrators. The parties shall alternatively strike arbitrators until a single arbitrator is selected to hear the grievance. No person submitted on the list by the Federal Mediation and Conciliation Service (FMCS) shall have any official, financial, or other connection with or interest in NCTD or the Union.
- B. The parties further agree: (1) that each party shall be responsible for any expense in connection with the presentation of its case; (2) that all other expenses of arbitration shall be borne equally by the parties and said expenses may include the making of a verbatim record of the

proceedings and a transcript of that record; and (3) that the decision of the arbitrator shall be final and binding on the parties.

- C. Either party may call any employee as a witness in any arbitration proceeding and if the employee is on duty NCTD agrees to release the employee from duty so the employee may appear as a witness. However, if called by the Union, it will be at no cost to NCTD.
- D. In computing the time as fixed in this section, Saturdays, Sundays, and holidays shall be excluded.
- E. Upon the agreement of both parties, disciplinary action of 15 days of suspension, or less, may be appealed to expedited arbitration. Also, any grievance appealed to this procedure shall not involve a novel problem and shall have limited contractual significance or complexity.

1. The expedited arbitration procedure shall be conducted as follows:

- a. If the parties cannot agree upon an arbitrator, the arbitrator will be selected as set forth in paragraphs 2 and 3 below.
- b. The hearing shall be informal.
- c. No briefs will be filed, or transcripts made.
- d. The hearing shall be completed in one day.
- e. If the arbitrator or the parties decide at the hearing that the issue involved is of such complexity or significance that it requires further consideration, the case shall be referred to the conventional arbitration procedure.
- f. The parties shall not be represented by counsel.
- g. If either party requests, there shall be a 15-minute recess before closing oral argument.
- h. The arbitrator may issue a bench decision.
- i. Expedited arbitration decisions shall not be cited as precedent.
- j. If the arbitrator decides not to issue a bench decision, within 48 hours after the hearing concludes the arbitrator shall render a decision and may include a brief written explanation.

2. The decision of the arbitrator is final and binding.

3. The parties shall join in selecting a panel of arbitrators to serve the expedited arbitration procedure. The number so designated shall be sufficient to ensure the intended functioning of the procedure shall be carried out.

3. The arbitrator panel shall be assigned cases on a strict rotation system. An arbitrator designated to hear a case shall arrange a date for the hearing not more than 30 days after notification of assignment to a case. If the designated arbitrator is not available to conduct a hearing within the established time

frame, the next panel member in the rotation system shall be notified. This procedure of assignment shall be conducted until an available arbitrator is obtained.

SECTION 6

UNION SECURITY

The following paragraphs are agreed to, subject to obligations and limitations of laws:

- A. The probationary period of a new employee shall be 90 days from the date the employee is placed on NCTD payroll. During the probationary period NCTD may, at its discretion, discharge any such employee without recourse to the grievance and arbitration procedure by the employee or the Union.
- B. NCTD shall furnish the Union with a list of all employees entering and those leaving the service of NCTD, and a list of those granted leave of absence, on the 1st of each month, noting those who enter or return from the Armed Forces of the United States. This list shall be in alphabetical order showing the name, badge number and seniority date of each employee and in the case of termination the list shall show the date on which the person was actually removed from seniority status. Actual date of return from the Armed Forces shall also be shown.
- C. NCTD agrees to deduct from the pay of each employee covered by the terms of this Agreement, who authorizes in writing and maintains such authorization with the Union for such deduction, all Union dues as may be levied by the Union against such members. The Corporation shall remit such deductions once each month to the Secretary-Treasurer of the Union.
- D. During the life of this Agreement, all present employees covered by the terms of this Agreement shall remain members in good standing in the Union as a condition of continued employment.
- E. NCTD may employ new employees who are not members of the Union, provided such new employees shall possess membership as a condition of continued employment on and after the 90th day following establishment of seniority, providing the probationary period has not been interrupted by extended illness or leave of absence of more than five consecutive working days. If there is an interruption there will be an extension made to fulfill the 60-day requirement.

In the event a new employee fails to apply for membership in the Union within 90 days after his establishment of seniority or fails to maintain his membership in the Union, the Union may give NCTD written notice of this fact and within five

days after receipt of said notice NCTD shall terminate the employment of said employee.

SECTION 7

UNION REPRESENTATION & ACCESS

The Local and the International shall have access to NCTD's establishment during working hours for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to provided, however that there is no interruption of NCTD's working schedule or interference with the performance of work by the employees and that the Union contacts a Management representative in advance of arriving at NCTD property.

SECTION 8

SENIORITY

There shall be one NCTD master seniority list embracing all full-time bargaining unit employees. Date of NCTD seniority shall be the date the employee was hired by MV Transit/NCTD. The purpose of the above list is to determine the length of service for the computing of wages and benefits.

There shall be four classification seniority lists, for bidding purposes. These lists shall be (1) Road Supervisors, (2) Dispatch Supervisors, (3) Operations Control Supervisors, and (4) Maintenance Clerks.

An employee in training shall not establish seniority or be eligible to until all training has been completed. NCTD shall provide seniority lists at the beginning of each calendar month.

An employee placed on said bidding seniority list shall be determined as follows:

- A. The date of establishing bidding seniority shall be the date that employee works his/her first solo assignment or shift as a full-time employee.
- B. If two or more employees in the same classification seniority begin on the same date, said employee's places shall be the order of the drawing of their names by lot by Union Representative in the presence of said employees.

The order in which employees make their choice of work and PTO shall be determined by their respective seniority in that classification.

Member's seniority shall be terminated by:

1. Resignation, or other termination of service by voluntary act of the employee
2. Discharge
3. Layoff of 12 months
4. Failure to return from a layoff as instructed in the recall notice.
5. Failure to report for three consecutive workdays without properly notifying NCTD.

Any reduction of employees shall be according to inverse seniority. Whenever there are any vacancies and before any new employees are employed, employees who have been laid off and who hold seniority shall be called back in the order of their layoff. In other words, in the case of vacancies, the last employee laid off shall be the first called back; provided however, that if any such employee fails to report within seven (7) days from the date NCTD mails a notice to report, by registered mail, addressed to his last address known to NCTD, the employee shall lose his right to be recalled hereunder. Copy of said notice is to be mailed to the Union.

NCTD will abide by applicable laws (including USERRA) regarding military leave and reemployment for armed service members.

NCTD agrees to recognize the dates of hire established by the predecessor employer for bidding purposes.

When an employee in the bargaining unit is promoted from or returns to the bargaining unit, NCTD shall notify the Union in writing of the date of such promotion or return.

SECTION 9

PHYSICAL EXAMINATIONS

NCTD shall pay for all DOT physical examinations performed by NCTD's chosen medical professional. All initial physical exams must be performed by NCTD's chosen medical professional. Renewal physicals may be performed by the Member's personal DOT certified medical professional, provided all expenses are paid by the Member and NCTD receives proof of DOT exam certification. The Member shall pay the cost of all referrals.

Any time a Member is required to perform any DOT required testing (i.e., Sleep Apnea, Blood Pressure, Vision etc...) will not result in the issuance of attendance points. The Member must provide documentation from a certified medical professional.

SECTION 10

DMV ERRORS

Loss of work time due to DMV error: Upon receipt by NCTD of a "Pull Notice" regarding an invalid license/VTT, NCTD will attempt to notify the employee before they are to report for duty to allow the employee sufficient time to visit the DMV office so he/she can correct the problem. A change of assignment for the day will be offered if it is available, or the employee will be allowed to use accumulated PTO for the day. In the case that it is NCTD error the employee will suffer no loss of wages until the problem is corrected.

SECTION 11

LEAVE OF ABSENCE

NCTD may grant a personal leave of absence without pay, due to extenuating circumstances, to full-time employees who have completed a minimum of six months of continuous employment. A personal leave of absence is defined as a 30-calendar day period, agreed upon and approved by the Deputy Chief Operations Officer or their designee. The employee is removed from payroll but maintained as an employee for the duration of the leave. Failure to return from a leave on the date approved and scheduled for return to work will be considered a voluntary resignation.

- A. Leaves of absence without pay, for good and sufficient reason, may be granted employees for a period not to exceed thirty (30) days in any one year. In exceptional cases, for good and valid reasons, this period may be extended, or additional leaves granted by mutual consent between the Union and NCTD.
- B. Any Member elected or appointed to a full-time position in the Union shall be given a leave of absence for the duration of their term of office. Once the term is complete the Member shall be granted a period of up to 30 days to return to work, in the event of any unforeseen circumstances. Upon return from such leave of absence, the Member shall be reinstated without loss of seniority rights, privileges, or benefits, and at the current rate of pay, and shall requalify on their own time but shall not be subjected to a stricter procedure than required of other Members who requalify.
- C. Any Member pursuing/accepting employment while on leave of absence (including Family and Medical Leave), or while absent from work due to illness will be terminated.
- D. One Week in advance notice is required, but NCTD may in its sole discretion waive the advance notice requirement where circumstances

warrant. When a sign off is required for union business the advance notice shall only be 48 hours. This requirement shall not apply to Local 1309's Vice President and Financial Secretary.

SECTION 12

MEDICAL LEAVE

NCTD will comply with the provisions of the Family Medical Leave Act (FMLA), and such leave will run concurrently with any other leave that qualifies or is eligible for FMLA. In cases of proven serious illness or injury not covered by FMLA/CFRA leave, a Member may be granted a 30-day LOA.

Requests must be made to the Deputy Chief Operations Officer in advance (except in emergency situations), in writing and be accompanied by proper verification from a physician. This period may be extended, or additional leave granted by mutual consent between NCTD and the Union. Prior to returning to work, the Member will provide a doctor's release at no expense to NCTD. It shall be the Member's responsibility to pay the total cost of the medical insurance premium while on any type of absence unless otherwise required by law.

SECTION 13

BEREAVEMENT LEAVE

If death occurs among members of an employee's immediate family (spouse, domestic partner, child, stepchild, dependent child of domestic partner, mother, stepmother, father, stepfather, brother, stepbrother, sister or stepsister, mother-in-law, father-in-law, grandparent and grandchildren) the employee shall be granted leave with pay for a maximum of 40 hours for the purpose of attending to matter related to the death. Per California State Law AB 1949, employees may take up to five days of bereavement for the above. Employees who work a four-day 10-hour schedule may elect to use PTO for their fifth day of bereavement.

An employee shall be granted leave with pay for a maximum of twenty-four (24) working hours for the purpose of attending to matters related to the death of an employee's daughter-in-law, son-in-law, brother-in-law, sister-in-law and the spouse's grandparents.

Bereavement leave is not required to be used consecutively, however, must be used within 90 days of the death of the qualified family member. Employees shall be allowed, but not required to, use PTO time for any unpaid bereavement leave.

Verification of death may be required by NCTD. Such verification shall be in the form of a published funeral notice, obituary, or similar.

SECTION 14

JURY DUTY

Any Member required to complete Jury Duty shall be granted time off work for this purpose. Member must immediately notify NCTD upon receipt of Jury Duty notice and must cooperate with NCTD, if required, in requesting a postponement or other consideration of NCTD's legitimate business needs. Members shall be paid for all days served on Jury Duty.

SECTION 15

UNION LIST

NCTD will use the dues check off list to furnish the Union with a list of all Bargaining Unit employees entering and those leaving the service of NCTD. This list shall consist of those granted a leave of absence, workers compensation and those who enter or return from the Armed Forces of the United States, using the actual leaving and return date. This list shall be in alphabetical order, showing the name and seniority date of each Member, and in the case of termination the list shall show the date on which the person was removed from seniority status.

SECTION 16

BULLETIN BOARDS

1. NCTD will provide the Union a bulletin board. This bulletin board will be for the exclusive use of the Union and will be maintained by the Union.
2. Material posted on the Union bulletin board must be approved by Local 1309 and shall be confined to formal notices of official Union business, and recreational or social events of the Union. Posting not on Union letterhead shall be initialed and dated by the Union President/Business Agent or his duly authorized representative. The Union shall not post or distribute any other notices, pamphlets, advertising, or other kinds of literature on Company property.

SECTION 17

REQUIRED NOTICE

NCTD shall hand deliver, mail, email or fax the Union President or designee copies of all written discipline issued to an employee covered by this Collective Bargaining Agreement. These written discipline notices should be sent once a week.

SECTION 18

LABOR MANAGEMENT COMMITTEE

The Union and NCTD agree to meet quarterly to address any items of concern to all Union members that fall inside of the scope of this agreement. The purpose of such meeting shall be to maintain an open dialogue and to resolve issues that affect all employees in a timely manner. Dates for each meeting will be mutually agreed to for each quarter. The Union and NCTD will jointly develop an agenda for each meeting. A maximum of two employees from the bargaining unit will attend. NCTD will not be responsible for compensation to the employees for attending these meetings.

SECTION 19

WAIVER OF RIGHTS

Unless explicitly stated otherwise, nothing in this Agreement shall be construed as waiving any rights or protection granted to NCTD, Union, or any Employee under any applicable Federal or State law. Waiver or violation of any provision of the Agreement by either party shall not constitute a waiver or any later violation of the same provision. Neither shall a waiver by either party of any condition of the Agreement constitute a waiver of the same right, upon notice, to require strict performance of the condition or provision thereafter.

SECTION 20

DISCIPLINE & DISCHARGE

No Employee shall be disciplined or discharged EXCEPT for just cause. Employees and the Union President shall be provided a copy of all written disciplinary actions. NCTD shall issue discipline within seven working days after NCTD becomes aware of the events giving rise to the discipline. If, due to circumstances beyond NCTD's control seven working days is insufficient time. NCTD can contact the Union to request extra time. The parties recognize the principle of progressive discipline for similar rule violations. No reference by expression or implication shall be made to a record beyond a one year rolling calendar limitation except offenses in the following categories who shall be held to a three-year rolling calendar period. A repeat offender is someone who consistently displays a pattern of excessive corrective action:

1. Preventable accidents
2. Failure to follow a management directive/insubordination that does not result in termination
3. Violation of attendance policy or patterns of abuse (i.e. pattern of absence for consistently marking off the day before or after scheduled off days or holidays, etc.)
4. Driving infractions (not accident related)

Employee absence of 10 or more consecutive days or any approved FMLA time, will not count toward the one or three year “washout” period and will extend such period by that number of applicable days.

Cell phone progressive discipline– non-revenue vehicle:

1. Written warning
2. One day suspension
3. Termination

Employees who may operate in-revenue vehicles will be subject to the cell phone policy in revenue operation. Incidents / accidents resulting from unauthorized cell phone use will not be subject to this progressive discipline and may result up to and including termination based on the severity of the event.

Gross misconduct may result in termination of employment. Examples of gross misconduct are listed below, but not limited to:

1. Fighting/Assault/Violence
2. Sexual Harassment
3. Racial Discrimination
4. Theft
5. Falsification of Company Records
6. Violation of the Drug/Alcohol Policy

SECTION 21

GENERAL PROVISIONS

Notices required to be served under the terms of this Agreement, unless otherwise specifically covered, shall be sufficiently served for all purposes herein by hand delivery or when mailed, postage pre-paid, registered mail, return receipt requested, to the Deputy Chief Operations Officer, NCTD 305 Via Del Norte Oceanside Ca, 92058, for service upon NCTD, and similarly when mailed to the President of the Union, 7840 Lester Avenue Lemon Grove, CA 91945 and the Post Office date of the date received by addressee on the return receipt for such notices shall be the controlling date for all purposes herein.

On Union election days, the number of NCTD employees participating as ATU Local 1309 Election Committee Members relieved from duty at any one time shall be limited to two.

Employees shall be paid by-weekly, the checks being made available as soon as possible but not later than 10:00 AM on Friday following the close of the pay period.

Except that when a holiday falls on a payday Friday, paychecks shall be made available no later than 5:00 PM on Thursday prior to the normal Friday payday.

NCTD hereby agrees to honor contribution deduction authorization from its employees who are Union Members to ATU C.O.P.E. Payroll deduction authorization form to be provided by the Union. All monies deducted shall be forwarded to the Amalgamated Transit Union, AFL-CIO, Committee on Political Education, 10000 New Hampshire Avenue, Silver Spring, MD 20903 in check form, within 30 days of deduction, along with an alphabetical list of those having made contributions and amount deducted. All deductions shall be voluntary. Deductions will not be accepted in amounts less than \$0.50 per pay period.

SECTION 22

NO STRIKE NO LOCKOUT

It is recognized that NCTD and its employees are obligated to perform an essential public service, and that this service must be continuously performed to the fullest extent. If, for any reason, performance of duties involves undue difficulty, members of the Union will not cease work but will immediately address the matter in an orderly way as provided in this Agreement.

During the term of this Agreement, the Grievance Procedure, and the administrative and judicial remedies for remedying unfair labor practices shall be the sole and exclusive means for settling any dispute between the employees, the Union and NCTD. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, refusal to cross a picket line, stoppage of work, refusal to perform assigned work, or any other intentional interruption of service or production, regardless of the reason for so doing. NCTD will take appropriate action to assure the safety of employees who encounter a picket line in the course of performing their duties for NCTD.

The Union recognizes that in the event of a work action, as described above, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work. No employee who is a Union Officer or Steward shall participate in such prohibited action.

An employee who has been determined by NCTD to have violated this requirement may be disciplined up to and including discharge. Such discipline shall not be subject to the Grievance and Arbitration provisions of this Agreement, however, the issue of whether the employee actually engaged in such prohibited conduct may be grieved.

Picket Lines - It shall not be a violation of this Contract and it shall not be cause for discharge or disciplinary action in the event a Union employee refuses to enter upon any property involved in a lawful labor dispute or refuses to go through or work behind a primary lawful picket line, provided said picket line has been sanctioned by the ATU,

provided, further, that at least 72-hour notice of such sanction must be given to the Deputy Chief Operations Officer.

NCTD shall institute no lockout of employees during the term of this Agreement.

SECTION 23

SEPARABILITY

The parties agree that in the event any federal or state legislation is enacted that invalidates any portion of this Agreement and said portion becomes inoperable, the balance of this Agreement will remain in full force and effect as if the affected portion had not been a part of this Agreement. The parties further agree that should legislation be enacted; negotiations will commence within 30 days to replace the invalidated provision with a provision that conforms to the newly enacted law.

SECTION 24

SUCCESSORS AND ASSIGNEES

This Agreement shall be binding upon the successors and assignees of the parties and no provision, term, or obligation contained in this Agreement shall be affected, modified, or changed in any respect by the consolidation, merger, sale, transfer, or assignment of either party.

SECTION 25

PAID TIME

MINIMUM GUARANTEE

All regular full-time employees shall be guaranteed a minimum of 40 hours of work time each week.

TRAVEL TIME

No Member will be required to be assigned away from their home terminal without travel time to and from their home terminal. This time shall be 45 minutes prior to sign on time and 45 minutes after sign-off time.

Any Member, who is on transitional duty, will be allowed to work their schedule shift at their home terminal.

PAYROLL MISTAKES

In the event of a payroll error of \$40 or more, NCTD shall correct the error and pay the Member (if it is determined the error results that the employee is short pay) within three

business days once the mistake has been brought to the attention of management by the affected Member. If the error is less than \$40, the Member will be paid on the next payroll check.

OVERTIME

All job-related work performed in excess of 40 hours of actual work and/or training time in one week shall be compensated at one and one-half times the regular hourly rate of pay for members represented in this bargaining unit, regardless of classification. NCTD agrees to be in full compliance with the applicable law of the State of California.

Employees working a five day schedule will be paid one- and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a work week.

Employees working a four-day schedule will be paid one- and one-half times the employee's regular rate of pay for all hours worked in between 10 and 12 hours in any workday.

AWARDING OF OVERTIME – Dispatch Supervisor, Road Supervisor, and Operations Control Supervisor Openings

When filling overtime openings that are known in advance (shifts that do not open on the same day to be filled) within the classifications listed below, assignments shall be offered in the following order of priority:

- Dispatch Supervisors Openings
 1. Dispatchers on a scheduled day off, in order of seniority.
 2. Dispatchers scheduled to work that day, by assignment to an early report or extended shift, as needed.
 3. Employees in other classifications who are on a scheduled day off.
 4. Employees in other classifications scheduled to work that day, by assignment to an early report or extended shift, as needed.
- Road Supervisor Openings
 1. Road Supervisors on a scheduled day off, in order of seniority.
 2. Road Supervisors scheduled to work that day, by assignment to an early report or extended shift, as needed.
 3. Employees in other classifications who are on a scheduled day off.
 4. Employees in other classifications scheduled to work that day, by assignment to an early report or extended shift, as needed.
- Operations Control Supervisor Openings
 1. OCC Traffic Controllers on a scheduled day off, in order of seniority.

2. OCC Traffic Controllers scheduled to work that day, by assignment to an early report or extended shift, as needed.
3. Employees in other classifications who are on a scheduled day off.
4. Employees in other classifications scheduled to work that day, by assignment to an early report or extended shift, as needed.

Employees who do not answer when called will be moved to the bottom of the list for that day, and the next individual will be called. It is at the sole discretion of Management to determine if a shift should / will be filled based on operational factors.

Shifts that open within the same business day will be filled based on the availability of any individual at the discretion of management due to the business need of continuous service the company / operation provides.

SECTION 26

PTO

Regular full-time employees shall earn Paid Time Off (PTO) as set forth below. The accrual of PTO hours shall commence on the first day of employment and PTO hours are considered earned and available for usage once the pay period has been posted and closed. Employees shall receive service credit from their original date of hire.

Scheduled PTO shall be taken with the advanced approval by the employee's supervisor. A minimum of one slot per classification per week shall be available for bid each year. Daily PTO may be requested with a minimum of one slot available for each classification, requiring at least 48 hours advance request.

Employees who fail to obtain advanced permission or fail to contact their supervisor while absent from work for three or more consecutive workdays may be considered to have abandoned their employment and may be subject to discipline up to and including termination.

Unscheduled PTO may be used to cover unintended absences from work; however, those days may count toward the attendance policy without proper documentation as outlined.

Full-time employees are eligible for the full PTO allowance specified in this section. Employees must work 1,700 compensable hours in a year to qualify for their full accrual. Should an employee not meet the required hours, the next calendar year will be accrued based on a proration of 2080 hours.

PTO shall be earned equally in each pay period during the year in accordance with the following schedule, based on the number of months of service completed (original hire date).

Months of Service	PTO Allotment per Year
Start	40 Hours
12 Months	80 Hours
24 Months	120 Hours
60 Months	184 Hours
96 Months	224 Hours
120 Months	248 Hours

Accrued PTO balance may be carried forward into the following year. The maximum amount of PTO an employee can accrue is 275 hours. An employee who reaches this amount will stop accruing PTO until the balance is reduced to below their respective maximum amount.

- Employees may elect to take a PTO payout for a maximum of 80 hours per rolling calendar year. Should an employee emergency arise, they may request at the sole discretion of Human Resources, approval of an additional 40 hours within that calendar year.
- PTO balance will be paid out upon separation or termination of employment as applicable with all California laws and is not subject to CalPERS.
- PTO shall not accrue during leaves of absence without pay, unless required by law.
- PTO will continue to accrue for Employees who are signed off for Union Business, as agreed upon between the Union and NCTD. The exception to this is any employee who has been elected to serve in a full-time Union position (e.g. Union President).
- Time off without pay may be approved by the Division Chief or Human Resources Chief only if the employee has exhausted their PTO bank. Employees who are approved for time without pay are responsible for payment of health benefit premiums, unless otherwise required by law.
 - For the purpose of this CBA – employees may request to take unpaid time off until June 30, 2026, in order to “build” their accrual bank should they choose. On July 1, 2026, no unpaid time will be approved unless their PTO bank is at zero hours.

Employees may use PTO in accordance with California’s paid sick leave law. If an employee is taking leave based on one of the reasons listed in California’s sick leave law (regarding family care or victim of domestic violence, sexual assault, or stalking) notice of leave should be given to Human Resources orally or in writing. If the need for such leave is foreseeable, the employee must provide reasonable advance notification. If the need for leave is unforeseeable, the employee must provide notice of the need for leave as soon as practicable.

HOLIDAYS

During the period of this agreement all eligible full-time employees covered under this Agreement will be paid Holiday pay in accordance with the eligibility requirements outlined in this section for the seven holidays listed below:

- New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day
- A. It is understood that to be eligible for any of the above holidays, the employee must have worked or utilize Scheduled PTO hours on their regularly scheduled workday preceding the holiday as well as their regularly scheduled workday following the holiday. Employees who are approved for Union Business will also be eligible for Holiday pay. If an employee is on Unscheduled PTO due to illness or injury, they must be certified by a doctor with documentation provided the agency within 48 hours of the holiday in order to be eligible for Holiday pay (including approved FMLA). Failure to provide documentation will result in the employee only being eligible for paid Unscheduled PTO time.
- B. Those who work on above listed Holidays will be paid the appropriate rate of pay in addition to the eight hours of Holiday pay. However, the Member will be paid the hours worked or spread provisions, whichever is greater.
- C. Holiday pay for those Members working a four-day 10-hour schedule shall be calculated as follows:
1. When a holiday falls on the employees regularly scheduled day of work, and they are not required to work on that day, and their regularly scheduled work consists of four-day 10-hour schedule, they shall be paid as holiday pay, 10 hours pay on that day, such hours are included in the guaranteed hours.
 2. When a holiday falls on a Members regularly scheduled day of work and the Member works on that day, they shall be paid as holiday pay 10 hours pay for that day.
When a holiday falls on a day other than a Members regularly scheduled day of work, and they do not work, they shall receive holiday pay of eight hours. In such event, the employee may be paid up to 48 hours of straight time for the week.

PERSONAL HOLIDAYS

- A. Members will be given personal holidays on their anniversary date based on the following schedule. Employees shall receive service credit from the predecessor company (MV).

After one year of service — one personal holiday
After five years of service — two personal holidays
After 10 years of service — three personal holidays

When a Member obtains additional personal holidays based on his or her years of service (subject to the table above), the Member will be eligible to request the additional holidays relative to the Member's anniversary date.

All Member's eligible to receive personal holiday pay will be allowed to cash out or roll over their personal holiday time two weeks prior to their anniversary date (awarding of their new bank).

- B. For a Member to earn personal holidays a minimum of 1,040 hours must be worked in the previous year.
- C. NCTD will allow no less than one Member per classification per division per day to utilize their floating personal holidays. Request for use of floating personal holidays must be submitted by 12:00 PM (noon) on the day prior to the requested day off. The request must be submitted to a Manager. No request will be unreasonably denied.

SECTION 27

UNIFORMS

NCTD will provide to each Member a uniform voucher in the amount of \$250.00 during the first pay period in July of each year for the utilization in purchasing uniforms/accessories.

1. Shirts
2. Pants
3. Jacket/Inclement Weather Jacket
4. Shoes/Boots
5. Belt
6. Hat/Beanie

UNION INSIGNIA

Union Members shall be permitted to wear one Union pin, and or patch if permitted by the client.

SECTION 28

DURATION AND TERMINATION

The parties agree that all terms of the Contract shall become effective following ratification by both parties and shall be in effect as of July 1, 2025, to June 30, 2030.

Not less than 90 calendar days before the expiration of this Contract, each party shall begin formal collective bargaining.

The Agreement shall remain in full force and effect during negotiations of the succeeding agreement.

SECTION 29

WORK ASSIGNMENTS

Members covered under this Agreement shall bid/change schedules two times per year, bid will commence the first week of December to take effect the second week of January, and the second bid will commence the first week of June to take effect the second week of July of each year. Bids will be conducted by proxy and/or email, allowing each person the time to submit their bid and review open bids before placing their selection.

WORK TRADES/SHIFT TRADES

All Members covered under this Agreement can trade work assignments within the same work week. For the trade to be approved, it must be done within the same work week and must be approved by a manager at least 24 hours in advance. In cases of emergency the 24-hour rule may be waived.

MEAL AND REST PERIODS

Section 1: Rest Periods

Every employee shall be entitled to take a 10 minute rest period during each four hour block of work or major fraction thereof during the course of the employee's shift, which shall be paid time. The rest period may include periods when the employee is on his/her route/assignment, but the employee is not required to operate or remain in the vehicle. If NCTD prohibits the employee from taking such rest period(s) during the course of the employee's shift, the employee shall be entitled to be paid for one hour at that employee's regular rate of pay, provided that any claim or the denied rest period must be made in writing to the appropriate supervisor within 24 hours of the end of the shift in which the rest period was denied.

Section 2: Meal Periods

Every employee who works a period of more than five hours shall be provided with a 30-minute meal period beginning before the 5th straight hour of the work period. If the employee works a work period in excess of 10 hours, the employee shall be entitled to a second 30-minute meal period. The meal period(s) shall be unpaid unless it is a "on duty" meal period. The Union hereby agrees on behalf of the employees in the bargaining unit that an "on duty" meal period shall be permitted only when the requirements of NCTD's operations do not allow the employee to be relieved of all duty during the meal period; If NCTD does not provide an employee with the meal period specified herein, the employee shall be entitled to be paid for one hour at the employee's regular rate of pay, provided that any claim for the denied meal period must be made in writing to the appropriate supervisor within 24 hours of the end of the shift in which the meal period was denied.

Section 3:

Any dispute concerning the taking of rest periods and/or meal periods, or lack thereof, is subject to the grievance and arbitration procedure.

SECTION 29

VIDEO SYSTEM/GPS

The Union recognizes the legitimate business purpose of the GPS, Video, and other technological equipment onboard buses, Road Supervisor vehicles and on NCTD property. The Union and NCTD understand that this equipment is not to be used for surveillance and will not be reviewed unless an incident occurs that requires the review of the video. GPS will be used to determine location of equipment in the field during working hours in order to assign response to Supervisors as needed. This will be done through the agency's CAD/AVL systems.

SECTION 30

ACCIDENT REVIEW COMMITTEE (ARC)/POINT REDUCTION HEARINGS

All Members covered under this Agreement shall have access to the ARC and Point Reduction Hearings. The Member must be made aware of their right to appeal to the ARC.

Established ARC practices under the driver provisions will be used to administer the ARC Hearings for this bargained unit. Safety points will remain on an employee's record for a rolling 365-day calendar period. Points shall fall off after that point from the occurrence and shall not be used in any disciplinary action. Employee absence of 10 or more consecutive days or any approved FMLA time, will not count toward

the rolling 365-day calendar period and will extend such period by that number of applicable days. Discipline for safety points shall be as follows:

- Two Points: Written Warning
 - Four Points: Final Written Warning
 - Seven Points: Termination
-
- Preventable incidents / accidents resulting in damage from \$1 to \$1,000 in damage will result in one safety point.
 - Preventable incidents / accidents resulting in damage of more than \$1,000 will result in two safety points.
 - Any “rear end” accident will result in double points applied if deemed the sole fault of the vehicle operator.
 - Any “pedestrian” incident may result in any discipline level, up to and including termination based on the severity of the issue.
 - Damages resulting in less than \$1.00 or no monetary damages may be considered an “unsafe act” and corrective action will be managed in accordance with current contract language “The parties agree the principle of progressive discipline for similar rule violations” will apply.

SECTION 31

THEFT/DAMAGE/LOSS

NCTD agrees to reimburse employees up to a maximum of \$200.00 in the event of a theft resulting in loss of individual property. Evidence of such theft must be presented to initiate such payment.

SECTION 32

MANAGERS' RIGHTS

Except as otherwise specifically limited by this Agreement, NCTD retains all rights to fully control all matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement, unless in violation of an express provision of this Agreement or Handbook.

NCTD's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude NCTD from exercising the same in some other way not in conflict with the express provisions of this Agreement.

NCTD may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations, including its employee handbook, at any time so long

as such rules or regulations are not in conflict with any specific provision of this Agreement. Before implementation of any new or revised work rule, NCTD will discuss the change with the Union.

The relevant portions of the contract between NCTD and its client under which an employee of NCTD performs work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions, or requirements upon NCTD and/or its employees that are not required under the terms of this Agreement. In a situation in which a provision of this Agreement is in conflict with any of the provisions of said contract or the directives of the customer, the relevant portions of said contract or the customer directives shall prevail for all purposes. Nothing in this Section shall be construed as subjecting any of the terms of NCTD's contract to the Grievance and Arbitration provisions of this Agreement, nor shall anything in this Section be construed as granting any rights or authority to the union to negotiate any of the terms of said contract, this being the sole and exclusive right of NCTD.

All employee of NCTD are employed subject to the consent of NCTD's Client. Should the client's consent be denied or withdrawn, the employee must be discharged. Such discharge shall be subject to the grievance and arbitration provision. Should the employee, if then qualified to perform another job within the bargaining unit and should an opening exist at that time, the employee may be placed in that position if the client does not specify otherwise.

SECTION 33

WAGES

SECTION 1: Wage Progression

- A. Employees shall receive a progression wage increase on the anniversary of their hire date each year until they reach the top wage. Employees shall also receive a contractual wage increase on July 1st of each year throughout the term of this agreement.

SECTION 2: Wage Rates

- A. Subject to the provisions set forth in this Article, the following wage scale shall be in effect from July 1, 2025.

SECTION 3: Transfer / Promotion

- A. Employees on the same wage scale may transfer positions between Road Supervisor and Dispatch Supervisor without a loss in pay.
- B. Employees entering this unit from another position within the division or promoting within the unit to a position with a higher wage scale, will start at the 0-12 month rate for that classification.

- C. Employees transferring into this bargained unit from another NCTD bargaining unit shall start at the bottom of the wage scale for their classification.

<u>Current Title</u>	<u>New Title</u>	<u>Current</u>	<u>7/1/2025</u>	<u>7/1/2026</u>	<u>7/1/2027</u>	<u>7/1/2028</u>	<u>7/1/2029</u>
Maintenance Clerk	Maintenance Clerk	\$27.58	\$31.72	\$32.67	\$33.65	\$34.57	\$35.61
Road Supervisor/ Dispatcher	Road Supervisor/Dispatch Supervisor	\$32.89	\$37.82	\$38.96	\$40.13	\$41.23	\$42.47
OCC Traffic Controller	Operations Control Supervisor	\$34.89	\$40.12	\$41.33	\$42.57	\$43.74	\$45.05

<u>Longevity Pay</u>	<u>Effective 7/1/25</u>
5 Years	\$0.50
10 Years	\$0.75
15 Years	\$1.00
20 Years	\$1.50
30 Years	\$2.00

TRAINING WAGE/CLASSIFICATION WAGE

Members assigned a trainee shall be paid \$2.50 per hour in addition to their regular rate of pay. In addition, any Member working outside of their classification shall also be paid the \$2.50 per hour in addition to their regular rate of pay.

UNION OFFICERS TIME ACCRUALS

When Union Officers are conducting union business, they shall be paid loss time by the Union. Any Union sign off time shall be counted as time worked for all accrual purposes and overtime calculations.

SECTION 34

MEDICAL COVERAGE

Employees shall be eligible for the CalPERS Health and Welfare Benefit (if they will be appointed to a job that will last at least six months and one day and they work at least half time (see Eligibility & Enrollment (Active Members) | CalPERS) or any future Health & Welfare benefit program offered to employees by NCTD assuming eligibility requirements are met. Coverage shall begin the first day of the month following date of hire.

NCTD shall provide comprehensive medical, dental, and vision insurance coverage to all employees under this agreement who meet the above requirements and their

eligible dependents. Employees shall be offered at least one HMO and one PPO option for medical coverage if available, along with:

- Dental PPO and DMO options (if available)
- Vision Plan (e.g. VSP or equivalent)
- Prescription Drug Coverage

Premium Sharing: Employee contributions for premiums shall not exceed the following percentages:

- Employee Only: 20%
- Employee + One: 20%
- Employee + Family: 20%

Flexible Spending Accounts:

- Employees shall be eligible to participate in pre-tax Health FSA and Dependent Care FSA plans, consistent with IRS regulations.

Healthcare Reopener: should any insurance plan(s) required under the collective bargaining agreement subject the Employer to an excise tax or penalty under Federal or State law, and/or the plan administrator modifies the terms of the plan(s), the parties agree to meet and confer at that time for the limited purpose of negotiating an alternative plan(s) and/or other aspects of Section 34. The plans and contributions stated in the Article shall remain compliant with the ACA, if applicable, throughout the term of this Agreement.

Opt-Out: In order to comply with the affordability requirements contained in the Patient Protection and Affordable Care Act, or current applicable law, employees who have received cash in lieu of benefits from the First Transit contract will remain eligible for receiving a “cost offset” payment in the amount of \$350.00 less statutory deductions and will be grandfathered as such.

SECTION 35

LIFE INSURANCE

Life Insurance and AD&D: NCTD shall provide at no cost to the employee:

- A \$50,000 life and accidental death / dismemberment (AD&D) policy
 - Additional voluntary coverage may be purchased at group rates through payroll deduction.

SECTION 36

CALPERS Retirement System and 457 (b) Plan

CalPERS Retirement System: Employees shall participate in the CALPERS retirement system. Employees hired on or after January 9, 2022, who are not members of CalPERS (or a reciprocal system) at the time of hire or have had a break in service greater than six months from a CalPERS agency, will receive the 1.5% at 65 years pension benefit formula and be subject to other provisions as described in the Public Employee Pension Reform Act of 2013. NCTD and employees in this tier are each responsible for paying half of the normal costs of the CalPERS retirement benefit. The contribution rate is currently set at 4.75 percent of salary and is subject to change by CalPERS. To be eligible for service retirement, the employee must have at least five years of CalPERS - credited service.

Deferred Compensation 457(b) Plan: NCTD offers a 457(b) Deferred Compensation plan for its eligible employees. Employees have the opportunity to enroll in the 457 Deferred Compensation program, in accordance with the provisions of NCTD's 457-Deferred Compensation Plan Document (Plan Document). NCTD matches employee deferrals into the 457 Deferred compensation plan, by contributing into a 401 (a) account on behalf of the respective employee. For each plan year, NCTD shall contribute a matching contribution in an amount equal to 50% of the participating employee's salary deferrals under the 457(b) deferred compensation plan up to a maximum of 8% of the employee's compensation. Therefore, matching contributions shall not exceed 4% of the employee's compensation. Employees are vested in NCTD contributions to the 401(a) over a three-year period.

SECTION 37

TERM OF AGREEMENT

Section 1. Effective Date

In accordance with Section 27, this Agreement shall be in full force and effect at the moment of ratification considered in effect as of July 1, 2025, through June 30, 2030.

Section 2. Renewal

It is the desire of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 27. NCTD and the Union therefore agree to commence negotiations on a successor Agreement ninety (90) days in advance of the expiration date provided in Section 27 so as to allow them a reasonable opportunity to reach a settlement.

**NORTH COUNTY TRANSIT –
SAN DIEGO RAILROAD**

Shawn M. Donaghy
Chief Executive Officer

Date Signed

Jeffrey Hiott
Deputy Chief Operating Officer – Bus

Date Signed

Adrienne L. Johnson
Deputy Chief People Officer

Date Signed

Mikaela Minamishin
Labor Relations Specialist

Date Signed

**LOCAL 1309 AMALGAMATED
TRANSIT UNION**

Duane Koslicki
Business Representative

Date Signed

Jamaal Russell
Business Representative

Date Signed

Sonya-Lynn Fisher

Date Signed

Stephen Dunham

Date Signed

Michael Hampton

Date Signed

APPROVED AS TO FORM

Lori A. Winfree
Deputy Chief Executive Officer and Chief
General Counsel

Date Signed

APPROVED AS TO FORM

XX
Attorney for Local 1309 Amalgamated
Transit Union

Date Signed

STAFF REPORT

RECEIVE AN UPDATE ON CURRENT NCTD REDEVELOPMENT PROJECTS

Time Sensitive: ☐ Consent: ☐

**STAFF
RECOMMENDATION:**

Receive an update on the various redevelopment projects that NCTD has in process.

**BACKGROUND
INFORMATION:**

The redevelopment projects update provides a status update on North County Transit – San Diego Railroad’s (NCTD) initiative to continue advancing strategic redevelopment projects. In accordance with Board Policy No. 33, *Joint Use and Development of Real Property*, NCTD’s priorities for redevelopment include transit prioritization, long-term revenues, and community integration.

Currently, the redevelopment efforts in process include seven NCTD-owned sites, including the Oceanside Transit Center, Carlsbad Village Transit Station, Poinsettia Transit Station, Escondido Transit Center, and three SPRINTER Stations. These sites have space that is underutilized or inefficiently used, with large parking lots and limited onsite amenities. By providing opportunities for mixed-use redevelopment, the sites will provide transit riders with greater amenities, active and greener community spaces, and for the communities, connections to the regional transportation network with access to all modes of travel.

Developers for each of the sites are selected through a competitive process. Once a developer is selected, each redevelopment project undergoes an extensive design and entitlement review with the local land use authority to ensure that each project meets local land use and zoning laws, policies, and guidelines. Redevelopment projects are often multi-year projects that undergo several levels of reviews and consideration prior to being constructed.

NCTD’s redevelopment projects are in various stages of development. The intent of the redevelopment project update is to provide a status update of each project.

ATTACHMENT:

10A – Current NCTD Redevelopment Projects Presentation

FISCAL IMPACT:

This staff report has no fiscal impact.

COMMITTEE REVIEW:

None

STAFF CONTACT:

Lillian Doherty, Director of Land Use, Planning and Asset Control
E-mail: ldoherty@nctd.org Phone: 760-967-2803

RELATED TO
AGENDA ITEM 10

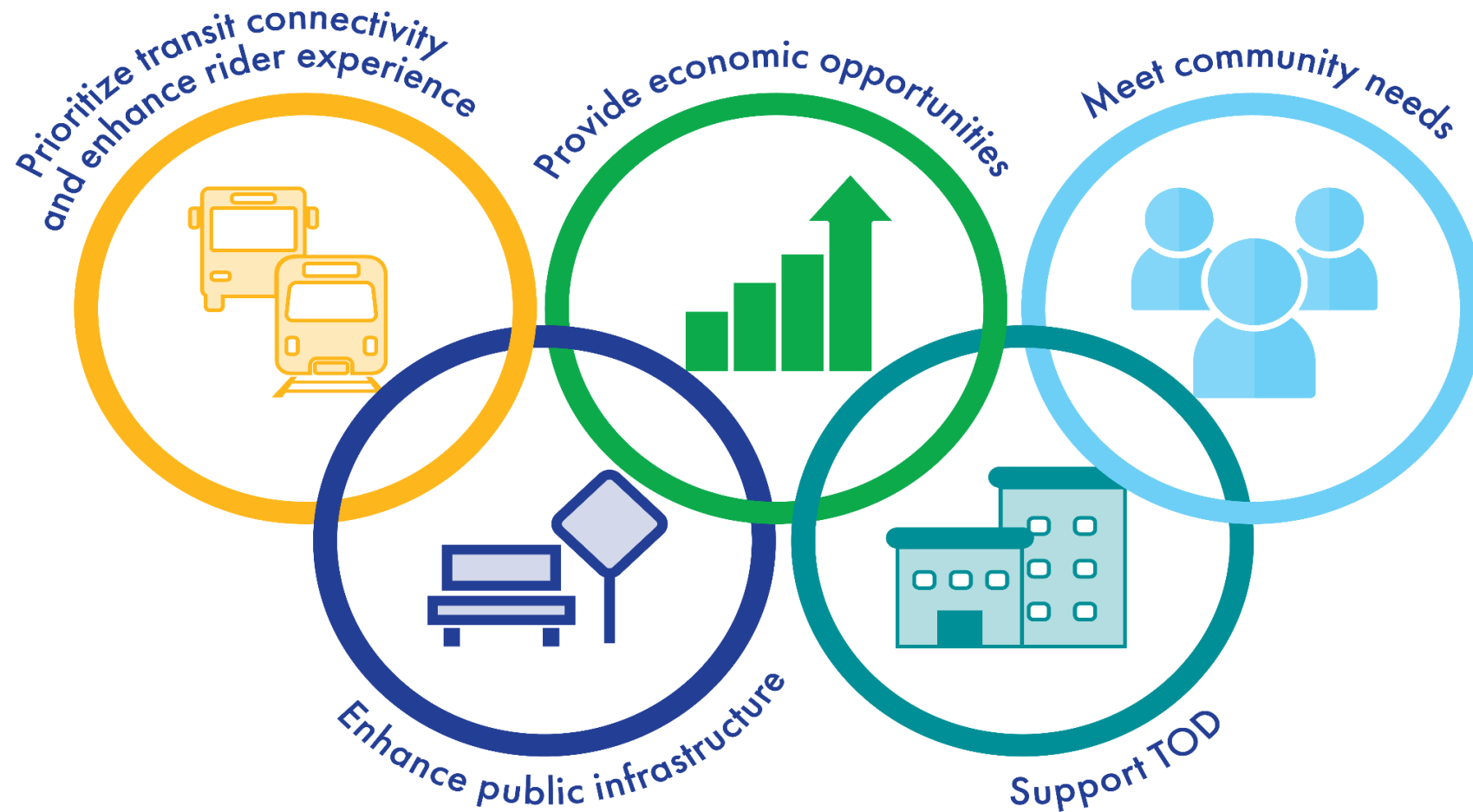


Redevelopment Projects Update

Regular Board Meeting
December 18, 2025

COASTER SPRINTER BREEZE FLEX *LIFT* NCTD+

The Vision for Future Stations and Centers



Connecting Communities Through Transit & Development



- Oceanside
- Carlsbad
- Vista
- San Marcos
- Escondido

Oceanside Transit Center

Draft EIR Release

Summer 2025

City Council –
* **APPROVAL BY MAJORITY**

Construction Start

Fall/Winter 2026

Summer 2024

Fall/Winter 2025

Final EIR Release
Planning Commission –
* **RECOMMENDATION TO APPROVE**
Downtown Advisory Commission
* **RECOMMENDATION TO APPROVE**

Coastal
Commission
Hearing-
* **Decision Pending**

Fall/Winter
2027/2028

**All transit services will be in service throughout construction*



Gateway Signage



GATEWAY SIGNAGE EXAMPLES





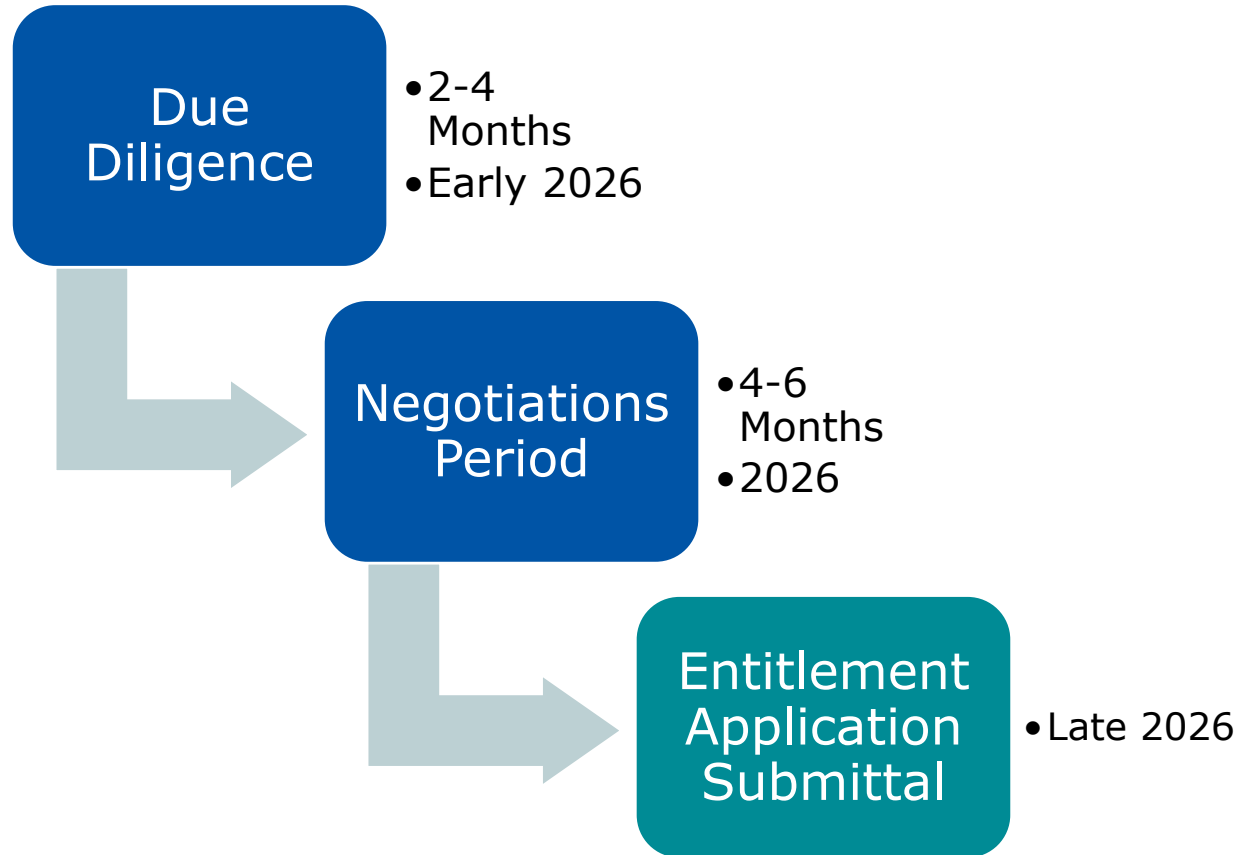




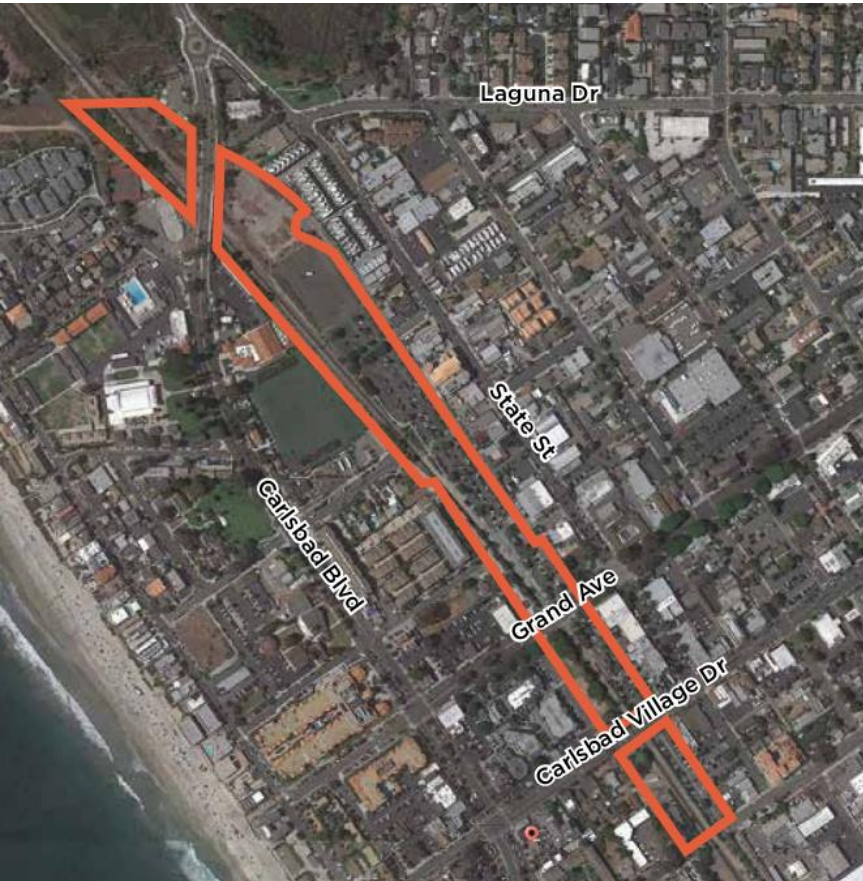




Escondido Transit Center



Carlsbad Village & Carlsbad Poinsettia



Due diligence commenced in 2023

- Requirement to identify trench constraints
- Challenges associated with refining development footprint due to habitat considerations

Both projects have been conceptually redesigned and will undergo further due diligence activities to confirm feasibility of new concepts through 2026.



SPRINTER Stations



Rancho del Oro

Advancement Pending
General Plan – Smart &
Sustainable Corridors
Approval



Melrose

Advancement Pending
General Plan – Smart &
Sustainable Corridors
Approval



Vista Civic Center

2026

- Finalize ENA
- Begin Due Diligence

Project Area


total site acreage
62.337 acres

Transport



parking spaces
4,941

transit designated spaces



1,768
(areas for a variety of
transit related needs)

Housing

2,341
housing units



884



affordable units

market rate units

1,457



Usable Space



office space
850,000 sqft



275 hotel keys



retail space
55,800 sqft

\$156,831,121

value of NCTD improvements

Projected Annual Ground Lease Income **\$2,667,000**

Questions?

NORTH COUNTY TRANSIT

SAN DIEGO RAILROAD

**Agenda
Item #
11**

STAFF REPORT

RECEIVE EMPLOYEE SERVICE RECOGNITION PRESENTATION

Time Sensitive: ☒ **Consent:** ☐

**STAFF
RECOMMENDATION:**

Receive a presentation of service awards for employees with 30+ years of service to the North County Transit – San Diego Railroad.

**BACKGROUND
INFORMATION:**

The North County Transit – San Diego Railroad's (NCTD) ability to provide safe, convenient, reliable, and user-friendly public transportation services relies upon the work and support of its dedicated employees.

A service recognition presentation will be provided to the employees listed below with 30+ years of service to NCTD and the public.

- Maria Martinez, Maintenance Clerk, hired on July 28, 1986
- Angelina Dennis, Coach Operator, hired on August 4, 1994
- Patrick Armstrong, COASTER Maintenance Technician, hired on November 1, 1994
- John Fontana, Facility Maintenance Technician III – Lead, hired on January 3, 1995
- Rodney Adger, Control Center Technician, hired on February 15, 1995
- Joe Kardack, Coach Operator, hired on March 24, 1995
- Miguel Loreto, Coach Operator, hired on June 2, 1995
- Phil Axlerod, COASTER Maintenance Technician, hired on December 1, 1995

NCTD would like to recognize, congratulate, and extend appreciation to these and all of our employees for their devoted service to NCTD over the years.

ATTACHMENT:

11A – Employee Service Recognition Presentation

FISCAL IMPACT:

This staff report has no fiscal impact.

COMMITTEE REVIEW:

None

STAFF CONTACT:

Adriene Johnson, Deputy Chief People Officer
E-mail: ajohnson@nctd.org Phone: 760-966-6776

**RELATED TO
AGENDA ITEM 11**

Receive Employee Service Recognition Presentation

**Regular Board Meeting
December 18, 2025**

COASTER SPRINTER BREEZE FLEX *LIFT* NCTD⁺

Recognition for Employees with 30+ Years of Service to NCTD

- Maria Martinez, Maintenance Clerk, hired on July 28, 1986 (39 years)
- Angelina Dennis, Coach Operator, hired on August 4, 1994 (31 years)
- Patrick Armstrong, COASTER Maintenance Technician, hired on November 1, 1994 (31 years)
- John Fontana, Facility Maintenance Technician III – Lead, hired on January 3, 1995 (30 years)
- Rodney Adger, Control Center Technician, hired on February 15, 1995 (30 years)
- Joe Kardack, Coach Operator, hired on March 24, 1995 (30 years)
- Miguel Loreto, Coach Operator, hired on June 2, 1995 (30 years)
- Phil Axlerod, COASTER Maintenance Technician, hired on December 1, 1995 (30 years)

Questions?