

REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
20	06/10/19	Open	Action	06/05/19

Subject: Amending and Restating the Personnel Rules and Procedures and Retirement Plan for Salaried Employees

ISSUE

Whether or not to amend, restate and retitle the Sacramento Regional Transit District (SacRT) Personnel Rules and Procedures (PRP) to the SacRT Personnel Policy Manual.

RECOMMENDED ACTION

Adopt Resolution No. 19-06-_____, Amending and Restating the Personnel Rules and Procedures and Renaming the Document the SacRT Personnel Policy Manual (PPM).

FISCAL IMPACT

It is anticipated that the net changes to the Personnel Rules and Procedures could result in a budgetary savings.

DISCUSSION

Staff recently conducted a comprehensive review of the SacRT Personnel Rules and Procedures (PRP) to ensure that the agency is compliant with applicable labor laws, identify duplicative or out of date language and to ensure best practices in the area of personnel management.

Amendments are required at this time to reflect that employees in classifications formerly represented by the Administrative Employees Association (AEA), will no longer be governed by the PRP and to clarify that the PPM has general applicability to all SacRT employees. Those employees recently elected Operating Engineers - Local 3 to represent them regarding wages, hours and terms and conditions of employment with SacRT. Labor Relations staff will begin negotiations with Local 3 on a collective bargaining agreement later this month.

The substantive amendments to the Personnel Rules and Procedures include:

1. Removing references to AEA.
2. Declaring that the Personnel Policy Manual (PPM) applies to all SacRT employees unless its provisions are in direct conflict with a collective bargaining agreement (CBA) in which case, the CBA will prevail.
3. Restructuring the articles in more logical order for ease of administration.
4. Incorporating amendments adopted by the Board over the past 3 years.
5. Eliminating voluminous and redundant content that is contained elsewhere in discrete SacRT policies and/or Standard Operating Procedures.
6. Separating the Salaried Employee Retirement Plan from the PRP.

Approved:

Presented:

Final 06/05/19
General Manager/CEO

AVP, Labor Relations and Human Resources

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A summary of the specific changes to the document is attached as Attachment 1.

The amended PRP is attached to the accompanying Resolution as Exhibit A.

Staff recommends the Board approve the amendment and restatement of, and the retitling of, the PRP.

Articles 1 & 2 - Consolidates current Articles 1 & 2 into 1 article

- Eliminates reference to AEA & apply to all EE's
- Provides deferral to CBA if in conflict
- Some process changes to reflect best practices

Article 3 - Modifications to Employment and Recruitment Processes

- Becomes Article 2
- Raises PSC pay threshold to \$100,000
- Refers to HR SOP for recruitment process criteria
- Adds permissive reinstatement process
- Permits waiver of normal recruitment process for "at will" employees as per previous Board action

Article 4 - Restructures Employment Categories

- Becomes Article 3
- Limited to definitions of regular full-time and regular part-time employees

Article 5 – Temporary Employment

- Becomes Article 4
- Organizational changes for ease of reading
- Raises salary threshold for PSC to \$100,000
- Incorporates previous Board action adding Limited Term category

Article 6 - Modifications to Workweek and Workday

- Becomes Article 5
- "Clean up" of definitions
- Clarifies evaluation criteria for approving alternative workweek requests

Article 7 – Probationary Status

- Becomes Article 6
- Incorporates previous expansion of "at will" employment
- Standardizes probation to 12 month period from 6 months or 9 months
- Provides limited criteria for extending probationary period

Article 8 – Employee Pay Plan

- Becomes Article 7
- Incorporates change from 2015 regarding new employee salary offers
- Eliminates unlawful collection of overpayment language
- Modifies annual performance evaluation language
- Provides that pay range adjustments will be at the discretion of the GM/CEO
- Sets annual merit increases at 3%
- Eliminates 5% salary increase upon completion of probation

Article 9 – Overtime/Compensatory Time Off

- Becomes Article 8
- Limits overtime to work in excess of 40 hours physically worked in a work week
- Eliminates Incidental Time Off but permits GM/CEO to authorize OT/CTO to exempt employees in extraordinary circumstances

Article 10 – Employee Benefits

- Becomes Article 9
- Requires that employees provide proof of minimum essential coverage in order to receive cash in lieu of medical benefits
- Modifies language re retiree health
- Adds references for retiree dental and vision benefits
- Modifies language re tuition reimbursement to defer process to HR SOP
- Modifies language re transit passes to defer process to HR SOP
- Modifies language re employee parking to defer process to HR SOP

Article 11 – Holidays and Vacations

- Becomes Article 10
- Incorporates previous elimination of Birthday Holiday and addition of 5th Floating Holiday
- Memorializes current practice requiring sell-back of unused Floating Holidays each year
- Substitutes IRS compliant language for vacation sell back
- Eliminates “457” reference for vacation sellback allowing also for contribution to 401 (a)
- Minor modification in Accruals for Transferring Employees

Article 12 – Fitness for Duty

- Becomes Article 11

Article 13 – Leaves

- Becomes Article 12
- Incorporates recent Board action to allow 576 hours maximum accrual reset to 480 at end of calendar year with surrendered hours converted to cash to 401 (a)
- “Clean up” on internal section references
- Modifies name of Supplemental Sick Leave to Catastrophic Leave and defers conditions for participation and process to HR SOP
- Adds Kin Care Leave
- Moves Furlough language to leaves article

Article 14 – Safety Shoes

- Becomes Article 13
- Retitled Safety Footwear
- Modifies language to defer criteria for providing safety footwear and process to Safety Office SOP

Article 15 – Personnel Records/Policies

- Becomes Article 14

Article 16 – Disciplinary Action

- Becomes Article 15
- Restructures article for ease of reading and administration of discipline
- Expands exception for at will employees
- Distinguishes between informal and formal discipline
- Acknowledges principle of progressive discipline with caveat for exceptions
- Adds Reduction in Pay to list of acceptable disciplinary actions
- Modifies language re contents of Charge Letter for case law compliance
- Modifies language regarding conflict of interest

Article 17 – Complaint Review Process

- Becomes Article 16
- Excludes expanded list of “at will” employees from appealing disciplinary action
- Eliminates option for panel review of discipline at Step 3 and designates GM/CEO as final internal administrative reviewer

Article 18 – Employer/Employee Organization Relations

- Becomes Article 17
- Substitutes reference to PUC as statutory authority for inapplicable reference to MMBA
- Provides specific statutory authorization language
- Modifies dues deduction language to comply with *Janus* and Government Code revisions
- Modifies bargaining unit designation and employee organization certification processes to reflect current best practices

Article 19 – Reduction in Force

- Becomes Article 18
- Makes layoff subject to seniority
- Eliminates rotation of layoff

Article 20 – Drug and Alcohol Testing & Rehabilitation

- Becomes Article 19
- Eliminates redundant language found in Regulation and/or DAT Policy

Article 21 - Retired Employee and Dependent Health and Welfare Benefits

- Eliminates current language in Article 21

Article 22 – Compensation for Retirement Board Members

- Becomes Article 21 for more logical order of provisions
- Adds compensation for Retirement Board approved training activities outside of normal work hours

Article 23 – Retirement Plan

- Becomes Article 20 for more logical order of provisions
- Eliminates incorporation of Retirement Plan into Personnel Policy Manual as it is a stand alone document
- Permits exclusion of designated employees from Pension Plans
- Specifies contributions and benefits shall be actuarially sound and consistent with applicable law

RESOLUTION NO. 19-06-_____

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**AMENDING AND RESTATING THE PERSONNEL RULES AND PROCEDURES AND
RENAMING THE DOCUMENT THE SACRT PERSONNEL POLICY MANUAL (PPM)**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Board approves the amended and restated Personnel Rules and
Procedures.

THAT, the Board approves renaming the Personnel Rules and Procedures, as
amended and restated, as the Personnel Policy Manual.

THAT, the General Manager/CEO is hereby authorized to implement the amended
and restated Personnel Policy Manual on behalf of SacRT and to implement its terms as
set forth in Exhibit A.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Cindy Brooks, Assistant Secretary

SACRAMENTO REGIONAL TRANSIT DISTRICT

PERSONNEL POLICY MANUAL

Adopted by the Board of Directors

On

June 10 2019

(Resolution No. 19-06-XXX)

Effective July 1, 2019

(Please Note: This is a “Final Draft” and is subject to additional formatting and structural editing not affecting the content.)

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ARTICLE 1: GENERAL ADMINISTRATION OF PERSONNEL RULES AND PROCEDURES

§1.01 Application

These Personnel Rules and Procedures are applicable to all employees except as provided in §1.02.

These Rules and Procedures are subject to modification by the General Manager/Chief Executive Officer (GM/ CEO) and approval by the Board of Directors.

§1.02 Precedence of Collective Bargaining Agreements

In the event that any provision of these Personnel Rules and Procedures is in conflict with a collective bargaining agreement negotiated by an exclusively recognized employee organization as defined in §17.03 (J) the terms of the collective bargaining agreement will prevail.

§1.03 Management Rights

Except as specifically restricted by the express terms of another provision of this Personnel Policy Manual or by the express terms of a collective bargaining agreement:

- A. SacRT retains all rights of management, including the right to direct an employee; to hire, classify, promote, train, transfer, assign and retain an employee; and to suspend, demote, discharge or take other disciplinary action against an employee for cause.
- B. SacRT maintains the right to relieve an employee from duty because of lack of work, lack of funds, reorganization, or other just- cause reasons including, without limitation, compliance with §1.07.
- C. SacRT will determine organization and budget to maintain the efficiency of the operations entrusted to it, and determine the methods, technology, means and personnel by which such operations are to be conducted, including contracting and subcontracting.
- D. SacRT maintains the right to take whatever action may be necessary regardless of prior commitments to carry out the mission of SacRT in an emergency or any unforeseen combination of circumstances, which calls for immediate action.
- E. SacRT and its management officials have the right to make rules and regulations pertaining to employees consistent with the safe and efficient operation of SacRT's business.

§1.04 Code Of Ethics/Conflict Of Interest

All employees are required to comply with the Code of Ethics and Conflict of Interest contained in Title II of the Administrative Code.

§1.05 Public Statements

To ensure that public statements by staff other than the General Manager/CEO reflect SacRT's position, staff will direct all media inquiries with the SacRT media spokesperson.

§1.06 Equal Employment Opportunity

SacRT supports the equal employment concept of hiring new employees or promoting employees on the basis of merit without regard to race, religious creed, color, national origin, ancestry, ethnicity, physical and/or mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breast feeding), gender, gender identity, gender expression, age (40 years or older), military and veteran status, , political affiliation, Vietnam-era veteran status, sexual orientation, or inclusion in a disadvantaged group under Government Code §12940 et seq. or federal law.

SacRT promotes equal employment opportunity in all of its employment practices as set forth in SacRT's Equal Employment Opportunity/Affirmative Action (EEO/AA) Policy Statement and in accordance with the Americans with Disabilities Act of 1990 (ADA) and other applicable Federal and State statutes.

§1.07 Nepotism

Policy

It is SacRT's policy that employees will not use their position to grant preferential treatment to another employee based on their status as a relative, or because they have an analogous status. Specific parameters and procedures are contained in the Nepotism Policy Statement.

§1.08 Legal Summons or Service

- A. In no instance will any SacRT employee accept legal service of any document concerning another employee unless it is directly related to his or her job responsibilities. All such actions will be referred immediately to the Legal Department.
- B. Only the Legal Department, or the General Manager/CEO's Office or designee, in the event Legal Department personnel are not available, will accept legal service of a document.

ARTICLE 2: EMPLOYMENT AND RECRUITMENT

§2.01 Vacancy Recruitment

A. Determination of Recruitment Process

1. Prior to posting a position, the method of recruitment shall be determined by the Human Resources Department in accordance with Standard Operating Procedures. Methods may include promotional only, internal or internal/external recruitment depending upon the nature and level of the position.
2. Individuals hired, or a current employee appointed, promoted or transferred into a position at the Executive Management Level (EMT), as a Director or as an equivalent level manager, will be classified as an at-will employee serving at the pleasure of the General Manager/CEO or designee. For purposes of hiring an at-will employee, the General Manager/CEO or designee may waive the recruitment processes outlined in the Human Resources Standard Operating Procedures.

B. Acting Appointment

An individual may be selected to fill any previously authorized position on an "acting" basis upon the approval of the GM/CEO. Such selections will not exceed 90 calendar days except where unusual and/or unforeseen circumstances dictate otherwise, as determined and approved by the General Manager/CEO.

C. Reassignment

1. A "reassignment" occurs when an employee is assigned from one responsibility center (typically a department) to another in order to fill a vacancy in the same job classification.
2. Any reassignment shall be made in accordance with Human Resources Standard Operating Procedures.

D. Permissive Reemployment and Reinstatement

1. A department manager or director may request to reemploy to a vacant position, without being required to complete the customary recruitment process, any person previously having probationary or regular status who was separated from employment:
 - (a) by resignation,

(b) by service retirement,

(c) by termination from limited term or temporary appointment.

In addition, an employee who was separated from employment for medical reasons will have reemployment eligibility to that position when the employee again meets the requirements for continuing

2. Reemployment may be permitted subject to the following:
 - (a) The department manager or director requests to bypass the customary recruitment process to expedite reemployment of the individual.
 - (b) The employee separated from employment in good standing within the preceding 5 years.
 - (c) The employee did not resign or retire to avoid an investigation of alleged misconduct, termination or other disciplinary action.
 - (d) The employee meets all of the requirements for placement in the position desired.
 - (e) The employee satisfactorily completes all required pre-employment activities including, but not limited to, medical examination, background check, DMV licensure check, pre-employment drug testing, etc.
 - (f) An employee who previously held regular status in a position may be required to serve a new probationary period at the discretion of the department manager or director.
 - (g) An employee who was serving a probationary period at the time of separation will be subject to a new probationary period appropriate to the classification to which the employee is reinstated.
 - (h) There are no legal, contractual or policy restrictions that would preclude reinstatement of the employee.
3. Reemployment may be made to any regular full-time, regular part-time or limited term position in the classification vacated or from which separated.
4. Any decision by a department manager or director not to reemploy a former employee pursuant to this section and to follow the customary recruitment process for the position will not be subject to the complaint or appeal process specified in Article 16.

§2.02 Resignation

Resignation is defined as a voluntary separation of employment initiated by the employee. A resignation should be submitted in writing and, once accepted and acknowledged in writing by the Department Manager/Director, or EMT Member, it may not be withdrawn unless authorized in writing by the General Manager/CEO or designee.

ARTICLE 3: EMPLOYMENT CATEGORIES

§3.01 A. Regular Full-Time Employee

An individual hired into a position authorized by the Board of Directors who normally works 40 hours each week.

B. Regular Part-Time Employee

An individual who hired into a position authorized by the Board of Directors who normally works less than 30 hours each week.

ARTICLE 4: TEMPORARY EMPLOYMENT

§4.01 Definitions

A. Temporary Employee

An individual hired by SacRT on a temporary basis to perform duties and responsibilities as defined in an approved job classification for which there is a budgeted vacancy, either full-time or part-time, which will not exceed 24 months in duration.

B. Personal Services Contract (PSC) Employee

An individual employed by way of a Personal Services Contract (PSC) for a term not to exceed 12 months and an amount not to exceed \$100,000 provided: (i) the individual's duties and responsibilities are substantially different from those set out in an approved job classification and/or (ii) there is no budgeted position in an approved job classification, either full-time or part-time.

C. Limited Term Employee

An individual employed on either a full-time or part-time basis in a position established for the purpose of fulfilling a contract for services to another public entity, for the purpose of providing a service or function with a temporary or unconfirmed funding source or to perform work associated with a specific program or project of a non-permanent nature.

§4.02 Employment Of Temporary Employees

A. Temporary Employee Position

A budgeted position vacancy in an authorized job classification may be filled by a Temporary Employee, either full-time or part-time, as determined by SacRT.

B. Personal Service Contract Employee Extensions

A Personal Services Contract that is anticipated to exceed 12 months or has a total consideration anticipated to exceed \$100,000 must be approved by the Board. A Personal Services Contract will terminate upon the expiration of 12 months or expenditure of \$100,000 unless the Board approves an amendment to the PSC to extend the term and/or increase the total consideration.

C. Limited Term Employee

Limited Term employees may be hired at the discretion of the General Manager/CEO or designee where a service is to be provided on a contract basis to another entity or where a funding source is limited in duration. The term of employment may be extended in the event the contract or temporary funding source for such services is extended.

§4.03 Temporary Employee Benefits

A. Temporary and PSC Employees

Except as expressly provided elsewhere in this Personnel Policy Manual, Temporary and PSC employees will not be eligible for SacRT benefits.

B. Limited Term Employee

The wages, hours and working conditions of Limited Term employees will be determined by the General Manager/CEO. Wages, hours and working conditions for Limited Term employees may be established for specific contracts, programs or services and may differ between such contracts, programs and services.

§4.04 Part-Time Employees

Regular Part-time employees as defined under §3.01B. will be eligible to receive benefits and work schedules as set forth below.

A. Workweek And Workday

The employee will work at times specified by the Department Manager/Director.

B. Sick Leave

Sick leave will be used as provided in §12.01 (A). herein, but will be accrued as specified below. Sick leave may only be taken on those days or for those hours that the employee is scheduled to work and is unable to work due to illness or injury.

1. Monthly Accrual

An employee must be in the active service of SacRT a minimum of 44 hours in any calendar month to receive 4 hours of sick leave for that month.

2. Maximum Accumulation

An employee may earn a maximum accrual per year of 48 hours. The maximum number of hours an employee can accumulate from year to year is 240 hours.

3. Sick Leave Compensation

Paid sick leave will be in proportion to the amount of time, which the employee would have worked on that day if not absent due to illness or injury.

C. Vacation

Vacation eligibility and use will be as provided in §10.02 herein. Vacation accrual will be earned as specified below:

1. Monthly Accrual

An employee in the active service of SacRT a minimum of 44 hours in any calendar month will receive half the vacation credit, as specified under §10.02 C. for that month.

2. Maximum Accumulation

The maximum accrual of vacation will not exceed that which the employee could accrue as a part-time employee in two years.

D. Holidays

An employee is eligible for holiday pay when the employee would have been regularly scheduled to work on that day. Such holiday payment will be in proportion to the amount of time that the employee would have worked on that day if it were not a holiday as follows:

1. Eligibility

A part-time employee is eligible for holiday pay 30 calendar days after the date of employment if the employee:

- (a) Has been in the active service of SacRT a minimum of 44 hours in the previous calendar month; and
- (b) Was in the active service on the last scheduled workday preceding and first scheduled workday following a paid holiday.

E. Jury Duty

An employee will be subject to the Jury Duty Provisions under §12.03. and will be paid the difference between the wages he or she would have received for the hours he or she was scheduled to work, if any, and any sum or sums received as a juror.

F. Transit Pass

Employees and their dependent(s) will be eligible for a transit pass in accordance with §9.05.

G. Flexible Spending Account

Employees will be eligible to participate in the Flexible Spending Account in accordance with §9.02.

H. Catastrophic Leave

Employees will be eligible to participate in Catastrophic Leave in accordance with §12.02 (B).

I. Employee Parking

Employees will be eligible for employee parking in accordance with §9.06.

J. Employee Assistance Program

Employees will be eligible for Employee Assistance Program benefits in accordance with §9.04.

K. Retirement Program

Employees may be eligible for retirement benefits as provided in the SacRT Retirement Plan. Part-time employees retiring under the Retirement Plan are not eligible for Health and Welfare Benefits for retirees.

ARTICLE 5: WORKWEEK AND WORKDAY

§5.01 Definitions

A. Workweek

The standard workweek will consist of seven days beginning at 12:00 a.m. on Sunday, and ending at 11:59 p.m. the following Saturday. When practicable, both full-time and part-time employees will have 2 consecutive days off in each workweek.

B. Workday

1. A workday will normally consist of eight work hours. Department Managers/Directors will ensure that all office functions are covered from 8:00 a.m. to 5:00 p.m., Monday through Friday. Full-time, part-time and temporary employees shall work at times specified by the appropriate department manager or director.
2. Notwithstanding the provisions of §5.03, a Department Manager/Director may rearrange an employee's daily work schedule to satisfy operational needs or to accommodate a request from an employee.

§5.02 Breaks

A. Meal Breaks

Meal breaks are not considered "time worked" and will not be included when calculating the workday. Actual timing and duration of the meal break will be near the mid-point of the work shift at a time as determined by the Department Manager/Director, but in no instance will it be less than 30 minutes.

B. Rest Breaks

A rest break of 15 minutes will be allowed as near the middle of the first four hours of work and the second four hours of work as is practicable. A rest break is considered to be "time worked" in calculating the workday.

§5.03 Flex-Time

A. Definitions

1. Flex-Time is a method of establishing an alternative to the basic "business day" working hours of 8:00 a.m. to 5:00 p.m. whereby an employee's starting and ending times may vary within the limits prescribed by SacRT.

2. Core Hours are those hours during a workday when all full-time employees are required to be on the job. For purposes of this provision, those hours are customarily 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4:00 p.m. but may be modified to meet department needs.
3. Flex Hours are those hours during a workday when employees may be permitted to vary their work hours. For purposes of this provision, those hours are customarily 4:00 a.m. to 9:00 a.m., 11:00 a.m. to 1:00 p.m., and 4:00 p.m. to 6:00 p.m but may be modified to meet specific department needs.

B. Procedure

The decision on whether or not to allow flex-time for an employee will be made by each Department Manager/Director based upon the operational needs of the department.

1. Requests for flex-time must be in writing, submitted to the Department Manager/Director.
2. All requests and subsequent approvals or denials will be forwarded to the Human Resources Department for filing in the employee's personnel file.
3. Employee Responsibilities
 - (a) Employees are responsible for beginning and ending their workday in accordance with the approved flex-time schedule.
 - (b) Employees found abusing the program will have their flex-time privileges revoked.

§5.04 Telecommuting

SacRT may provide a voluntary Telecommuting Program to employees as an alternative to working at their customary workspace.

The responsibilities, requirements, training, equipment and approval process are outlined in the SacRT Telecommuting Procedure.

§5.05 Alternative Workweek

SacRT supports the implementation of alternative work schedules where services to the public during the days of the week and hours they have so authorized are not negatively impacted. The convenience of the employee(s) should not be the overriding consideration in implementing an alternative work schedule arrangement. It will be at the sole discretion of SacRT to

implement an alternative workweek schedule for an employee or a unit of employees.

A. Evaluation

1. The schedule must improve or maintain operational efficiency and productivity.
2. The schedule represents a cost savings or is cost neutral.
3. The schedule improves or maintains customer service levels.
4. The schedule addresses greater environmental responsibility while maintaining or enhancing service levels.
5. The schedule will not result in a reduction in quality of work or cause and excessive burden on other employees.

B. Definition

1. 9/8/80 Workweek: The 9/8/80 alternative work schedule is one in which an employee is regularly scheduled to work a combination of 9 hour and 8 hour work days for a total of 80 hours worked in each 2 consecutive calendar weeks, with an additional 1 day off which occurs on alternate weeks on the same calendar day as the 8 hour work day. The employee's workweek must be established so that it commences at the end of the 4th hour of the 8 hour work shift on the calendar day on which the 8 hour workday and the additional day off occur.
2. 4/10/40 Workweek: The 4/10/40 alternative work schedule is one in which an employee is regularly scheduled to work 4 work days of 10 hours with 3 days off during the standard workweek as defined in §5.01.

C. Compensation

1. Any employee whether subject to the provisions of the Fair Labor Standards Act or exempt from its provisions who is absent will be compensated as provided in these Rules And Procedures; however, not more than 8 hours of compensation per holiday or floating holiday will be paid on any single workday, including those workdays regularly scheduled to be over 8 hours in duration.
2. If a holiday or floating holiday, is taken on an employee's regularly scheduled workday which is scheduled to be more than 8 hours in duration, a non-exempt may supplement any holiday pay with accrued vacation or CTO to make up the difference between 8 hours

of holiday pay and the number of hours regularly scheduled to be worked on that day.

3. Sick leave and vacation accrual will be on the basis of 40 hours per week and may be used for the full number of hours an employee is scheduled to work for that day.
4. A non-exempt employee on a 4/10/40 or 9/8/80 schedule will only be entitled to overtime for work in excess of (40) hours in a workweek. Only hours physically worked during the workweek will be counted in determining hours worked for purposes of calculating overtime.
5. An employee's pay will be reduced for each hour or partial hour of absence up to the total number of hours regularly scheduled to be worked by the employee on the day of any absence, in accordance with SacRT Policy.

D. Management Responsibility

To ensure compliance with labor relations provision and budgetary/operational issues, department requests shall be evaluated by the Labor Relations Department. No alternative work schedules shall be implemented without prior written approval by the General Manager/CEO or designee.

ARTICLE 6: PROBATIONARY STATUS

§6.01 Discretion Of SacRT

- A. Newly hired employees other than those referenced in paragraph (B) below will be on probation for a trial period during which SacRT will have the discretion to judge the ability, competency, fitness and other qualifications to do the work for which they were employed. During this trial period, an employee may be terminated from employment for any reason provided it is not an unlawful reason, without recourse or appeal through the Complaint Review Procedure.
- B. Individuals hired or a current employee appointed, promoted, or transferred into a position at the Executive Management Level (EMT), Director or an equivalent manager level will be classified as an at-will employee at the pleasure of the General Manager/CEO or designee and are not subject to a probationary period.

§6.02 Duration

- A. Newly hired employees will work their first 12 months of employment on probationary status.
- B. Current employees, including bargaining unit employees, promoted, laterally transferred, voluntarily demoted, or disciplinarily demoted into another job classification within SacRT will work their first 12 months on probationary status, except as provided in §7.04 F., Reassignment. A current employee who is promoted or laterally transferred who fails to satisfactorily complete the probationary period may be returned to the previously held position, if available, at the discretion of the department manager or director of the previous position.
- C. Current employees reassigned under §7.04 F., Reassignment, or involuntarily demoted for organizational change will not serve a probationary period.
- D. Current employees awarded a position as specified in §6.02B. or §6.02C. above, excluding disciplinary demotion, may, within the first 45 calendar days of the start of probation, request in writing to return to the previous position. Such request will not be denied, provided that the position has not been eliminated.
- E. In the event an employee is absent in excess of 10 workdays during the probationary period, the probationary period may be extended by the number of total days absent.

§6.03 Completion

- A. Upon completion of a new-hire probationary period, the employee will be given a performance review, according to the guidelines set forth in the Employee Performance Evaluation Manual, before moving into regular employment status.
- B. Upon successful completion of the new-hire probationary period, the employee will be eligible to receive a 3% annual increase in compensation, not to exceed the maximum of the range.

§6.04 Restrictions During The Probationary Period

During the 12 months following an individual's placement into any new position covered by these Rules And Procedures, the employee may not move into another position except to accept a "promotion" as defined in §7.04B.1.

ARTICLE 7: EMPLOYEE PAY PLAN

§7.01 General Plan Of Employee Compensation

A. Competitive Compensation Practices

Pay ranges at SacRT will be competitive with compensation provided for comparable jobs in other public agencies in the Sacramento area, private enterprises, and in the transit industry, where appropriate. The pay grades and ranges for each classification are reviewed periodically and adjusted accordingly. To ensure the validity of the pay grades and ranges, SacRT may perform or have performed internal and external comparison studies.

B. Hiring Rates

All employment offers including salary rates must be extended and approved by the Human Resources Department with salary rates greater than Range Midpoint requiring approval from the General Manager/CEO.

§7.02 Annual Performance Evaluation

A. Definition

A performance evaluation is a rating of an employee's work performance in terms of results, behavior, attendance, demonstrated skills, and abilities for various purposes. It is used administratively for: pay, placement and promotion, and developmentally for: planning, performance improvement, and career development.

B. Administration

Each employee will receive a performance evaluation in a form prescribed by the General Manager/CEO and a written assessment of work performance by the employee's immediate Manager/Director or Supervisor at least once each year. Additional performance evaluations may be performed at intervals specified by the General Manager/CEO or designee.

C. Performance Evaluation System

An employee's immediate Manager/Director or Supervisor will determine an employee's overall performance rating. The method for determination of a rating will be prescribed and implemented by the General Manager/CEO or designee.

§7.03 Job Classification Pay Range Adjustment

A. Pay Range Adjustment

Pay ranges may be adjusted periodically in consideration of economic trends, competitive ranges of other similarly situated employers, recruitment and retention challenges and/or other relevant factors as determined by the General Manager/CEO or designee.

§7.04 Salary Adjustments

A. Performance Based Merit Increase

1. An employee who receives a rating for an annual performance evaluation of "meets standards in all evaluation criteria" or who receives a performance evaluation rating of "below standards" in two or fewer job elements will receive a performance based merit increase. The performance based merit increase is an increase to the employee's monthly salary equal to the lesser of: (i) 3% of the employee's monthly salary, or (ii) the difference between the maximum monthly salary for the employee's job classification and the employee's monthly salary. Except as provided in §7.04B.2. and §7.04B.3. below, an employee who does not initially receive a meets standards rating on the annual performance evaluation will not receive a performance merit increase for that evaluation period.
2. An employee who might receive a performance evaluation of "below standards" in one or more job elements contained in the performance evaluation will be given notice as follows:
 - (a) At least three months before the end of an employee's annual performance evaluation period, the employee's evaluator will give written notice to the employee listing each performance evaluation element for that employee, which the evaluator believes, might be scored "below standards." If the evaluator is absent from work for any reason on the day when the notice required by this paragraph must be given, the 3 month period specified below will be extended by one day for each day of delay in giving such notice after the fifth working day of delay. Written notice will be given by hand delivery to the employee or, if the employee is absent on the day such notice would have been hand delivered, by mailing the notice on that day by First Class U.S. mail to the employee's last known address on file with the Human Resources Department.

- (b) Notice is not required as to one or more performance elements if the employee's evaluator scores the employee "below standards" as to such performance elements because: (i) the employee's performance during the last 3 months of the performance evaluation period was substantially different from the performance during the first 9 months of the evaluation period and (ii) such difference in performance was the principal reason for the "below standards" score.
 - (c) If the notice required by this subsection 2 is not given to an employee, that employee's eligibility for a performance based merit increase will be determined as if the employee scored "meets standards" for each performance evaluation element for which such notice was not properly given. If such an employee receives a pay for performance increase, the merit increase will be effective on the date specified in paragraph (4) below and will remain in effect for the lesser of: (i) 3 months plus any time extension for delayed notice or (ii) until the effective date specified in paragraph (4) (ii) below.
3. An employee who does not initially receive a meets standards rating in the performance evaluation will have a second performance evaluation within 3 months after the date the annual performance evaluation was given. If the employee meets standards on the second performance evaluation, the employee will receive a performance merit increase. A new anniversary date will not be established, however. If an employee does not receive a meets standards rating on the second performance evaluation, the employee will not receive a performance merit increase for that evaluation period.
 4. The performance based merit increase for an employee who receives a performance evaluation rating of meets standards will be effective on: (i) the first day of the pay period after conclusion of the annual performance evaluation period if the employee meets standards in the initial annual performance evaluation or (ii) the first day of the pay period after the second performance evaluation if the employee meets standards in the second performance evaluation.
 5. If an employee's immediate supervisor fails to complete a performance evaluation within 30 days after conclusion of the annual performance evaluation period, the employee will receive the merit increase retroactive to the effective date set out in paragraph (4) above. However, this provision does not apply to the second performance evaluation.

B. Salary Increase Upon Promotion

1. A promotion is defined as movement of an employee from a job classification in a budgeted, Board authorized classification to a presently existing, budgeted, Board authorized classification in a higher salary range.
2. Upon promotion, an employee's monthly salary will be increased to the higher of: (i) the minimum monthly salary of the salary range of the classification to which the employee has been promoted or (ii) 5% above the employee's base salary rate immediately preceding the promotion, but in any case not to exceed the maximum of the salary range of the classification to which the employee has been promoted.

C. Salary Adjustment Upon Acting Appointment

Acting appointments may be used to fill budgeted positions or to meet an imminent need for additional staffing as follows. Such appointments will not normally exceed 90 calendar days and must be approved in writing. Acting appointments longer than 90 days require the written approval of the General Manager/CEO or designee.

When an acting appointment exceeds 30 days or is reasonably expected to exceed 30 days, the employee's salary will be adjusted as follows:

1. An employee in an acting appointment, filling a position with a higher salary, will be compensated 5% above the employee's base salary or the minimum of the appointed classification salary range, whichever is greater, as long as it does not exceed the maximum of the range, effective on the date of the appointment.
2. An employee in an acting appointment, filling a position in the same or a lower salary range, will have no change in compensation.
3. The additional compensation paid during an acting appointment will not be considered when calculating salary increases due to promotion or performance evaluations.

D. Lateral Transfer

1. For purposes of applying this provision, a "lateral transfer" will be defined as the movement of an employee from one job classification to another job classification within the same pay range, regardless of a change in responsibility center.
2. An employee awarded a lateral transfer will receive no change in compensation rate at time of change,

E. Reassignment

1. For purposes of applying this provision, a "reassignment" will be defined as the movement of an employee from one responsibility center to another responsibility center within the same classification.
2. Reassigned employees will receive no change in compensation rate at time of change.
3. Performance based pay eligibility will not be affected by a reassignment.

F. Reclassification

1. For purposes of applying this provision, a "reclassification" will be defined as a change in job classification due to a classification/job study, either to another or new classification. The reclassification may be initiated either by SacRT or by an employee.
2. The reclassification request must be submitted in writing to the Human Resources Department (HR) in accordance with Standard Operating Procedures.

G. Red Circle Rate

"Red Circled" means a pay rate that is above the adopted maximum of the pay range for a classification. Pay rates may be red circled for transfers to avoid nepotism, as defined in §1.07, or as a result of a classification study, which places an employee's pay range below his or her present salary rate. When an employee's pay rate is red circled, he or she will not be eligible to receive a salary increase until such time as the pay range for the employee's classification exceeds the employee's salary level.

§7.05 Salary Adjustments Upon Demotion

A. Salary Adjustment Upon Voluntary Demotion

Voluntary demotion will be defined as voluntary movement into a classification with a lower maximum pay range. In a voluntary demotion, the employee's pay will remain the same as it was prior to demotion provided it does not exceed the maximum of the salary range of the new classification in which case it will be reduced to the maximum of the salary range.

B. Salary Adjustment Upon Involuntary Demotion

Involuntary demotion will be defined as movement into a classification in a lower pay range as a result of disciplinary action, reduction in force or as a result of organizational change. The salary of a demoted employee will be adjusted as follows:

1. Involuntary Demotion – Discipline

An employee who is involuntarily demoted for discipline will receive a new anniversary date effective the date of the demotion and will not be entitled to a merit increase for at least one year. The employee's pay shall be reduced to not more than the maximum pay for the range of the new classification.

2. Involuntary Demotion – Organizational Change

(a) Employee's pay will be "Red Circled" in the case that organizational change causes involuntary demotion and the anniversary date will remain unchanged.

(b) Employees who are involuntarily demoted due to organizational change will still be entitled to annual merit increases, pursuant to §7.04B., provided that such increases do not put the employee over the maximum of their new salary range.

3. Involuntary Demotion – Reduction In Force

Any employee involuntarily demoted due to a reduction in force will be subject to §18.02B and the requirements of that Section as to rate of pay and relocation.

ARTICLE 8: OVERTIME / COMPENSATORY TIME OFF

§8.01 Overtime Compensation

A. Eligibility

Non-exempt employees will be compensated for all hours physically worked in excess of 40 hours in the 7 consecutive day workweek, at the rate of 1-1/2 times their regular rate of pay calculated on an hourly basis.

B. Employment Status For Overtime Compensation

1. Exempt Employee

An exempt employee is one whose duties, responsibility and pay rate exempt the individual from required overtime payments pursuant to the provisions of the Fair Labor Act. The GM/CEO may, in extraordinary circumstances authorize payment of overtime/compensatory time off to employees working in exempt positions.

2. Non-Exempt Employee

A non-exempt employee is one whose duties, responsibilities and pay rate require the payment of overtime in accordance with the provisions of the Fair Labor Standards Act or a collective bargaining agreement.

§8.02 Compensatory Time Off (CTO)

A. Accumulation of CTO

Non-exempt employees may accumulate a maximum of 40 hours of compensatory time off, subject to approval of the Division EMT Member. If approved, an employee may elect, on a pay period by pay period basis, to accumulate CTO for all hours worked in excess of 40 hours in a workweek, at the rate of one hour and a half for each hour of overtime worked. At such time as the 40 hour maximum CTO limit has been banked, the employee will be paid for all successive overtime hours worked.

B. Compounding Of Overtime/CTO Hours

Compounding of overtime hours and/or compensatory time off hours will not be permitted.

ARTICLE 9: EMPLOYEE BENEFITS

§9.01 Medical Insurance

SacRT provides a series of comprehensive Health and Welfare Insurance Coverages for each full-time employee, eligible part-time employees and eligible dependents as indicated below.

A. Benefits Eligibility Defined

1. Benefit Continuation

- (a) For purposes of applying this language, active service is defined as time spent at work in paid status.
- (b) An employee must be in the Active Service of SacRT 88 hours or more in any calendar month to receive a benefit continuation for that month.
- (c) Any employee not actively working due to a non-industrial illness/injury and who does not satisfy the hourly requirement listed in (b) above may have SacRT Health and Welfare Benefits continued at the employee's expense. Such continuation coverage will be billed by SacRT on a monthly basis for the amount of the premium cost plus applicable administration fees. An employee not making the premium payment(s) will be dropped from coverage.
- (d) Any employee not actively working due to an industrial illness/injury who is expected to return to active employment, as determined by a physician, will have SacRT paid Health and Welfare Benefits continued by SacRT for a period of up to 24 months from the date of the injury or illness. At the conclusion of 24 months, the employee may be eligible for continued coverage in accordance with the applicable provisions of state and federal law. Such continuation coverage will be billed by SacRT on a monthly basis for the amount of the premium cost plus applicable administration fees. An employee not making the premium payment(s) will be dropped from coverage.

B. Dependent Eligibility Status

Dependent eligibility is limited to those individuals deemed "dependents" as defined by the respective group health benefit plans or CalPERS. All registered domestic partners, as described in the Domestic Partner Rights and Responsibilities Act of 2003, will have the same rights, protections, and benefits as other dependents.

C. Medical Insurance

1. Effective January 1, 2011, SacRT will contribute 90% of the Health and Welfare Insurance Premium for each employee participating in medical insurance options provided under the CalPERS Program. The maximum monthly amount paid by SacRT will not exceed 90% of the monthly premium for Kaiser or Blue Shield Access Plus, whichever is greater, for the Sacramento Area (Sacramento, Placer, and El Dorado Counties). Employees electing coverage in a plan that is more costly than the Kaiser or Blue Shield Access Plus Plan in the Sacramento Area will pay the difference in the amount paid by SacRT for either Kaiser or the Blue Shield Access Plus Plan and the cost of the selected plan.

An employee selecting a plan less costly than the Blue Shield Access Plus Plan will still be subject to paying 10% of the monthly premium cost of that plan. The co-payment is not applicable to those employees participating in the Cash-in-Lieu of Medical Program.

Employees who elect a service or disability retirement in a SacRT retirement plan may be eligible to have a portion of the monthly premium for SacRT provided medical insurance paid based upon bargaining unit designation, date of hire and years of service criteria established by SacRT.

2. Medical Insurance Continuation for Dependents of a Deceased Employee

Medical insurance coverage for dependent(s) of an employee who becomes deceased may be extended for two calendar months immediately following the end of the month in which the employee's death occurred. Dependent coverage will be limited to the dependents, on the employee's medical coverage at the time of death. The terms of the medical insurance premium obligations under this provision will remain the same as if the employee was still an active employee.

D. Dental Insurance

Dental Insurance is provided at no cost to a full-time employee, the employee's spouse and eligible dependents.

Employees who elect a service or disability retirement in a SacRT retirement plan may be eligible to have a portion of the monthly premium for SacRT provided dental insurance paid based upon bargaining unit designation, date of hire and years of service criteria established by SacRT.

E. Life Insurance

Life Insurance, Accidental Death and Dismemberment is provided at no cost to a full-time employee, the employee's spouse and eligible dependents. Coverage for the employee is for \$50,000 and coverage for the spouse and eligible dependents is for \$1,000 (dependents under 6 months – \$100.00).

F. Supplemental Life Insurance

In addition to the SacRT-provided coverage as specified above, supplemental life insurance is available as an option for each qualified full-time employee, the employee's spouse and/or child(ren). Spousal and dependent coverage will be limited to 50% of the employee's supplemental life insurance amount. The premium cost for this coverage, when elected by the employee, is paid by the employee through payroll deduction.

G. Vision Care

Vision Care Insurance is provided at no cost to each full-time employee, the employee's spouse and eligible dependents. Coverage may also include "buy-up" options that can enhance the insurance coverage that is available for purchase by the employee.

Employees who elect a service or disability retirement in a SacRT retirement plan may be eligible to have a portion of the monthly premium for SacRT provided vision insurance paid based upon bargaining unit designation, date of hire and years of service criteria established by SacRT.

H. Long Term Disability

Long Term Disability (LTD) Insurance is provided at no cost to each full-time employee of SacRT.

I. Cash-In-Lieu Of Medical Coverage

1. Description – The Cash-in-Lieu of Medical Coverage Program is a voluntary election available to all full-time employees eligible for medical benefits. An employee who voluntarily elects to participate, will forego medical insurance coverage, and will receive one-half of the cash value of the "Employee Only" premium for the applicable plan pursuant to (C) above. This additional income is taxable and will be proportionately included in each paycheck. The employee must have minimum essential medical coverage through some other source (e.g. spouse or a previous employer).

2. New Hire/Annual Open Enrollment Period – Employees must enroll within 30 days of becoming eligible as a new hire. A copy of the form is available in the Human Resources Department. After an employee is enrolled in the program, participation continues year after year thereafter unless the employee elects to discontinue participation. Each year during the annual open enrollment period, employees electing to participate in the Cash-in-Lieu of Medical Coverage Program for the first time must enroll. Retroactive enrollments are not permitted.
3. Documentation – Although employees need not reenroll annually, they are required to maintain their alternative insurance and provide proof of minimum essential coverage as requested.
4. Family Status Changes – The employee may not change or cancel their program during the plan year except for allowable family status changes as defined by IRS regulations.

§9.02 Flexible Spending Accounts

A. Definition

A Flexible Spending Account (FSA) is an employer-sponsored benefit that allows the employee to pay for certain eligible expenses on a pre-tax basis. An employee contribution to the plan will not be subject to Federal, State, FICA or SDI taxes.

B. Employee Eligibility

All employees of SacRT may participate in this program. Employees will be eligible to participate in the plan on the first of the month following the completion of 30 days of employment.

C. Health Care Spending Account

The Health Care Account enables employees to pay for expenses, which are not covered by the employer's health plans or privately held insurance policies using pre-tax dollars. Employees may claim reimbursement of their own expenses as well as those for the employee's spouse, and eligible dependents. An employee may set aside an annual amount equivalent to the maximum dollar amount allowed by federal statute.

D. Dependent Care Spending Account

If an employee has dependents that need care in order for the employee to work, the employee may use the Dependent Care Account to pay this cost with pre-tax dollars. Expenses must be for an eligible dependent as

defined by Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." An employee may contribute up to the maximum permitted by law.

§9.03 Education Assistance And Reimbursement Program

General Authority

SacRT provides financial assistance for formal education for all employees. The primary purpose of this program is for employees to attain a degree, or to pursue college level or trade school coursework to enhance knowledge, skills or abilities necessary in the performance of the job, or to attain a career development objective within SacRT. Education assistance is limited to funds in the budget. Therefore, reimbursement is made on a "first-come, first-served" basis.

Requests for Tuition Reimbursement may be submitted and will be evaluated in accordance with Human Resources Standard Operating Procedures.

§9.04 Employee Assistance Program (EAP)

SacRT provides confidential counseling services to employees and eligible dependents, at no cost, through an Employee Assistance Program (EAP). The service is provided through an independent organization by professionals who are trained in helping people resolve problems in daily living. The number of EAP visits is limited pursuant to the terms of SacRT's contract with the EAP provider. Further information is available from the Human Resources Department.

§9.05 Transit Pass

Transit passes are available for employees, retirees, spouses and eligible dependents in accordance with Human Resources Standard Operating Procedures.

§9.06 Employee Parking

SacRT has a limited number of parking spaces available for use by Authorized employees. All employees may register their vehicle and obtain a Parking placard in accordance with Human Resources Standard Operating Procedures.

§9.07 **License Fees**

- A. SacRT will reimburse an employee who has completed probation for the basic renewal cost of all work related licenses, other than a Class C Driver's License or its equivalent, required in the performance of work duties..

- B. Any increase in the cost of a license imposed as the result of citations received on or off the job, or lapse of renewal, will be the responsibility of the employee.

ARTICLE 10: HOLIDAYS AND VACATIONS

§10.01 Holidays

A. Holidays Observed

SacRT holidays observed annually are:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

SacRT holidays that fall on a Sunday will be observed the following Monday. Employees will receive 8 hours holiday pay for a SacRT holiday that falls on a Saturday.

In addition to the above referenced holidays, employees also receive the following holidays:

Five Floating Holidays
Four Hours – for use either the last work day before or first work day after Thanksgiving Day, Christmas Day, or New Year's Day.

Floating Holidays can be taken on any day selected by the employee that is approved in advance by the Supervisor.

B. Holiday Pay

1. An employee must be in the active service of SacRT on the last workday preceding and first workday following a paid holiday in order to receive holiday pay.
2. For purposes of applying this language, active service is defined as time spent in a paid status.
3. Pay for holidays are computed at the employee's regular hourly rate of pay.
4. Holidays Occurring During Vacation – In the event one of the above listed holidays occurs during an employee's vacation, at the discretion of the Department Manager/Director, the employee may receive holiday pay, in lieu of vacation pay, with no additional time off or the vacation day may be rescheduled to a date mutually

acceptable to the Department Manager/Director and the employee. When an employee receives pay in lieu of time off for vacation, the time worked in lieu of time off for vacation will not be considered overtime as such but will be compensated at the rate of pay applicable to the work performed.

C. Floating Holidays

1. New-Hire Employee Eligibility For Floating Holidays

New hire full-time employees will be credited with floating holidays on a pro rata basis determined by their hire date as follows:

<u>Hire Date</u>	<u>Floating Holidays</u>
January 1 st – March 15 th	5
March 16 th – May 31 st	4
June 1 st – August 15 th	3
August 16 th – October 31 st	2
November 1 st – November 30 th	1
December 1 st – December 31 st	0

Thereafter, five floating holidays will be credited in January of each calendar year.

2. Scheduling Floating Holidays

The scheduling of floating holidays should be made at least 30 days in advance of use, if possible. Floating holidays must be taken in blocks of 8 hours.

While departments will attempt to accommodate pre-selected floating holidays, if an employee promotes or transfers into a new department, the floating holiday(s) may be adjusted around the needs of the department and/or the holiday schedules of the existing employees.

3. Employees Leaving The Employ Of SacRT

Upon separation from employment, the cash value of unused floating holidays will be paid to the employee.

4. Use During Leave Of Absence

An employee may use floating holidays as compensation when off work in accordance with the provisions of Article 12.

5. Floating Holiday Sell Back

An employee may submit on the appropriate form to the Payroll Department, to be paid the cash value of some or all unused floating

holidays. The calculation of the cash value will be made based upon the employee's salary in effect on the date the employee makes the written request for such payment. Unused Floating Holidays must be sold back, at the end of each calendar year.

6. Work On A Holiday

(a) A non-exempt employee, as defined under the Fair Labor Standards Act, and a supervisory employee who is paid overtime pay by administrative policy will be paid for work on a holiday as follows:

(1) An employee required to work on a holiday which falls on a regularly scheduled day off will be compensated at 2 times the regular hourly rate of pay for all hours worked. Such pay will be in addition to the regular holiday pay.

(2) An employee scheduled to work a holiday which falls on a regularly scheduled workday will be compensated at 1-1/2 times the regular hourly rate of pay for all hours worked. Such pay will be in addition to receiving regular holiday pay.

(b) An exempt employee who is required to work on a paid fixed holiday, will, in addition to receiving regular holiday pay, be given 8 hours off on an alternate date for being required to work.

§10.02 Vacations

A. Vacation Eligibility

1. Full -Time Employees

A full-time employee of SacRT will accrue vacation based upon years of service, as set forth below:

<u>Employment</u>	<u>Hours</u>	<u>Vacation Pay</u>
1 - 3	80 hours	2 weeks
4 - 9	120 hours	3 weeks
10 - 14	160 hours	4 weeks
15 - 24	200 hours	5 weeks
25 and Over	240 hours	6 weeks

2. Full-Time Employees Hired Prior To October 26, 1981

A full-time employee of SacRT hired prior to October 26, 1981, is eligible for 280 hours (7 weeks) paid vacation.

3. First-Year Employee Vacation Eligibility

An employee, during the first-year of employment, will accrue vacation credits but may not use vacation until after completion of the first 6 months of employment.

B. Vacation Pay

1. Vacation pay will be based upon an employee's regular rate of pay at the time the vacation is taken.
2. An employee who severs employment with SacRT for any reason, will receive payment for all accrued vacation with separation pay.

C. Vacation Accrual

1. Active Service

For the purpose of applying this language, "active service" is defined as time spent in a paid status. A full-time employee, who has worked for SacRT in a part-time capacity, including part-time work covered by a Collective Bargaining Agreement, will have such time counted as "active service." "Active service" does not include any other hours paid for accrued benefits except those specifically mentioned above.

2. Monthly Accrual

An employee must be in the active service of SacRT, as defined above, at least 88 hours or more in the calendar month to receive a vacation credit for that month. Each monthly vacation credit shall be 1/12 of the annual vacation accrual based upon years of service.

3. Maximum Accumulation

For employees hired prior to January 1, 2015, the maximum accrual of vacation will not exceed that which can be earned by the employee in 3 years.

For employees hired on or after January 1, 2015, an employee's maximum vacation accrual may not exceed the maximum vacation accrual, which can be earned by the employee in 2 years.

An employee who reaches the maximum accrual will not accrue additional vacation until the accrued vacation falls below the limit.

D. Vacation Sellback

1. Sellback for Cash – No later than December 31 in any calendar year, an employee may request in writing to Payroll to be paid the cash value of up to 80 hours of vacation the employee is scheduled to accrue in the subsequent calendar year, so long as the employee has 80 hours of unused accrued vacation available on October 31 of the calendar year in which the request is made.
 - (a) No later than December 1 of each calendar year, Human Resources will send a written notice to employees who are eligible to sell-back future vacation accruals, notifying the employee of their eligibility to participate in the program and providing the employee with an election form. Employees will have until close of business (COB) on December 31 to submit their written request for the sell-back of future vacation accruals in the following calendar year. If an employee fails to turn in the election form or turns it in after COB on December 31, no amount of the vacation earned in the following calendar year will be paid out in cash, unless the employee uses the vacation hours or terminates employment with SacRT.
 - (b) In compliance with the Internal Revenue Service's requirements, once the election to sell-back future vacation accruals is made, the employee may not rescind the election and must take the cash out.
 - (c) The employee will be paid for the Vacation hours to be sold back in any period selected by the employee following accrual of the total number of vacation hours the employee requests to sell-back. In no event may the sell-back occur later than the December 25th pay period of the year in which the vacation hours were accrued. The employee will be paid for future accrued vacation hours based upon the hourly rate of the employee in effect on the date the hours are accrued.
2. Sellback to Deferred Compensation Account – An employee with 10 through 16 years of continuous service may annually sellback 40 hours of accrued, available vacation at the employee's straight time hourly rate. An employee with 17 or more years of continuous service may annually sell back up to 120 hours of accrued available vacation at the employee's straight time hourly rate. Sellback under this provision is for the express purpose of depositing into the employee's Deferred Compensation Account.
 - (a) In January of each year, employees will receive an eligibility form from Human Resources stating that the employee is eligible to sell-back accrued vacation hours into a Deferred Compensation

Account. The notice will notify the employee of the maximum number of hours the employee has available to sell into their accounts. Employees desiring to sell-back the eligible amount of vacation hours into their Deferred Compensation account must submit the form to Human Resources no later than the last day of February each year.

- (b) In order to participate in the sell-back into Deferred Compensation program, the employee must be enrolled in the SacRT sponsored Deferred Compensation Program by the end of February each year in which participation is intended. The transfer of the vacation hours sold back by the employee into their Deferred Compensation account will occur on the March 25th payroll period.

E. Vacation Scheduling

1. An employee will normally be asked in December to select weeks of vacation to be taken during the following calendar year.
2. While the method used to select vacations is left up to the individual departments, the selection procedure should be one that accommodates the majority of employees while still allowing the department to function.
3. While departments will attempt to accommodate pre-selected vacation schedules, the employee moving into a new department may be required to adjust his or her vacation schedule around the needs of the department and the vacation schedules of the existing employees.

§10.03 Accruals For Transferring Employees

A. Accrued Benefits And Floating Holidays

1. An employee transferring from a position not governed by these Rules And Procedures to a position subject to these Rules and Procedures will retain the accrued benefits and floating holidays remaining on the date of transfer.
2. An employee transferring from a position not governed by these Rules And Procedures to a position subject to these Rules and Procedures will be subject to the accrual schedule or table applicable to the employee's most recent full-time date of hire with SacRT.
3. An employee transferring to a position not governed by these Rules and Procedures may retain accrued benefits and floating holidays if retention is permitted as of the date of transfer under the labor

agreement applicable to the transferee. If the retention of accrued benefits and/or floating holidays is not permitted by the applicable labor agreement, the transferring employee must sell the non-retainable benefit as permitted herein under the rules pertaining to selling such benefits at separation except for separation at retirement.

B. Use And Scheduling Of Accrued Benefits And Floating Holidays

An employee transferring from a position not governed by this document who has retained accrued benefits and/or floating holidays may use those benefits as provided in this document without regard to probationary status and any leave subject to scheduling must be rescheduled.

ARTICLE 11: FITNESS FOR DUTY MEDICAL EXAMINATION

§11.01 Fitness For Duty Medical Examination

- A. SacRT may require an employee at any time as a condition of continued employment, to undergo a medical examination to determine the mental or physical fitness of the employee to perform the duties of the job. The expense of the examination will be borne by SacRT. The physician scheduled to conduct the examination will be selected from the panel of Qualified Medical Evaluators (QME) maintained by the State of California, practicing in the medical specialty relevant to the employee.
- B. Should the result of the examination reveal a temporary disability with a prognosis that the employee is expected to return to regular job duties; the employee will be placed on Long Term Illness or Injury Medical Leave of Absence until returned to work or the expiration of the leave. The employee is required to fully cooperate with the physician and comply with any prescribed treatment.
- C. Should the result of the examination confirm or reveal that the employee is disabled and precluded from returning to job duties, the employee will be referred for evaluation and determination as to whether or not alternative work is available, or processed for a medical separation from employment or disability retirement, if applicable.
- D. In the event there is a difference in medical opinions between the employee's physician and the chosen Fitness for Duty Physician as to the employee's fitness to work, a third medical evaluation will be conducted. The physician will be jointly selected by SacRT and the employee from the State QME list of physicians practicing in the medical specialty pertinent to the employee's condition. The cost of this medical evaluation will be borne by SacRT. The decision of the selected physician will be final and the employee's case will be handled pursuant to either §11.01B. or §11.01C, above, as appropriate.
- E. Notwithstanding the provisions of this Article, nothing herein will be interpreted or applied in a manner, which conflicts with SacRT obligations under applicable federal or state statute(s).

ARTICLE 12: LEAVES

§12.01 Sick Leave

A. Definition

An employee will be entitled to sick leave benefits if the employee is unable to report for or perform assigned work duties because of personal illness, doctor or dental appointments, including those for dependents when necessary, injury or confinement for medical treatment which is not specifically mentioned under this Article 12.

B. Eligibility

An employee may use accrued sick leave following being credited with sick leave. There is no waiting period before one may use accumulated sick leave hours.

C. Sick Leave Accrual

(1) Active Service

"Active service" is defined as time in paid status.

(2) Monthly Accrual

An employee must be in the active service of SacRT, as defined above, at least 88 hours in the calendar month to receive 8 hours of sick leave credit for that month.

(3) Maximum Accumulation

An employee may earn a yearly maximum accrual of 96 hours (12 days) of sick leave as defined above.

The maximum number of hours an employee may accumulate is 576 provided that at the end of each calendar year, any accumulation that exceeds 480 hours will be surrendered and an equivalent cash value to the surrendered sick leave hours will be deposited into a 401 (a) account for the employee.

D. Medical Verification

For an absence of 3 or more workdays or where there is a reasonable question of the necessity for sick leave as determined by supervision or management, a physician's statement verifying the illness/injury may be required by a supervisor before sick leave pay for the absence is approved.

E. "Stay Well" Incentive Plan

An employee with more than 400 hours accumulated sick leave may, at the end of the calendar year, convert up to 1/4 of the sick leave earned, but not used, in that calendar year to a cash value which will be deposited into a Deferred Compensation account for the employee.

F. Sick Leave Sellback

- (1) An employee who was hired prior to December 30, 2014, has been employed by SacRT for 10 through 14 years and retires from employment pursuant to the provisions of a SacRT Retirement Plan, will be eligible to sell back a maximum of 40% of the employee's accumulated sick leave on record at the date leaving active service for retirement.
- (2) An employee who was hired prior to December 30, 2014 has 15 years of service or more and who retires under a SacRT Retirement Plan, may sell back up to 75% of the employee's accumulated sick leave upon separating from employment for retirement.
- (3) An employee retiring from SacRT after 10 through 14 years of service who retires under the Disability Retirement provisions of a SacRT Retirement Plan as a result of sustaining an industrial illness or injury during the course of employment, will be eligible to sell back 50% of the employee's accumulated sick leave on record at the time of leaving active service with SacRT.
- (4) An employee of SacRT who leaves employment for any reason except termination for cause, and does not fall under the provisions in §12.01 above, is eligible to sell back 33-1/3% of the employee's accumulated sick leave on record at the time of leaving active service.

G. California State Disability Insurance

The Employment Development Department (EDD) administers the California State Disability Insurance (SDI) Program. This program is available to California workers paying SDI taxes. The program affords California workers the ability to replace lost wages due to off-the-job injuries/illnesses. Employees who are experiencing a temporary disability such as an illness, injury, either physically or mentally, elective surgery, pregnancy, childbirth, or related medical conditions, that prevents the employee from performing regular job duties, may submit a claim form to EDD for payable of partial wage replacement benefits. For on the job injuries/illnesses, employee must contact the Risk Management Unit and to file a claim.

H. Integration With Workers' Compensation Or State Disability Insurance

An employee off work due to an injury or illness may use accumulated sick leave to cover the regular workdays during the statutory waiting period before Workers' Compensation or State Disability (SDI) benefits begin. Once Workers' Compensation/SDI benefits commence, an employee may integrate the use of sick leave with the benefit payments. When using sick leave in conjunction with Workers' Compensation/SDI benefits, the total daily integrated compensation amount will not exceed the individual's normal daily net pay.

§12.02 Catastrophic Leave Donation

A. Purpose

The purpose of this program is to provide for an extended paid leave of absence for employees who would not otherwise be eligible for a paid leave of absence. Any employee is eligible for the extended leave if such employee, or an immediate family member of such employee, has suffered a catastrophic occurrence or illness.

B. Catastrophic Illness Or Injury Defined

A catastrophic illness or injury is a serious/extended illness or injury which is expected to incapacitate the employee and which creates a financial hardship because the employee has exhausted all sick leave and other leave credits. Catastrophic illness or injury may also include an incapacitated family member if this results in the employee being required to take time off from work for an extended period of time to care for the family member and the employee has exhausted all sick leave and other leave credits.

The prolonged illness or injury precludes the employee from working some or all of the assigned work hours and results in financial hardship, of at least two weeks without pay. The Human Resources Department will make the final determination on the type of illness or injury and situation, which would qualify the employee for use of the catastrophic leave program.

C. Eligibility

An employee will not be eligible to donate accrued sick leave if the employee's accrued sick leave balance would decline below 40 hours after making such a donation.

D. Benefit Conditions

Benefit conditions and processes for participation shall be in accordance with Human Resources Standard Operating Procedures.

§12.03 Jury Duty Leave

- A. An employee required to perform jury duty, including Grand Jury duty, will be entitled to reimbursement at the employee's straight-time hourly rate for the work hours necessarily lost as a result of serving on the jury, provided, however, that such reimbursement will not exceed 8 hours per day or 40 hours per week, less pay received for jury duty. Subject to the additional requirements listed below, an employee on an authorized alternate work schedule will be paid up to the number of hours scheduled for work. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received.
- B. The employee will report for work if jury service ends on any day in time to permit at least 4 hours work in that workday.
- C. The above provisions apply to the employee on days the employee is required to report for jury duty, even if not selected to serve as a jury member.

§12.04 Subpoenaed Witness

- A. An employee subpoenaed to appear as a witness before any court, or Administrative, Executive, or Legislative Tribunal, which is vested by law with powers of subpoena and territorial jurisdiction in this state, or another state within the United States, will be entitled to leave with pay provided the employee has sufficient vacation and/or floating holiday credits to cover the period of absence.
- B. An employee subpoenaed to appear as a witness in a matter within the course and scope of their employment with SacRT will be entitled to leave with pay without requiring use of accrued credits.
- C. All time off work will be verified for pay purposes by providing the Department Manager/Director with a copy of the subpoena and documentation from a responsible officer of the court of court attendance.

§12.05 Military Leave

An employee of SacRT who is voluntarily or involuntarily leaving employment to undertake uniformed services or other services deemed to be in the uniformed services (e.g., services as a disaster-response appointee upon

activation of the National Disaster Medical System) is required to provide advance notice to SacRT and is entitled to a leave of absence for a cumulative period not to exceed 5 years, with specified exceptions, reemployment, employment benefits, and protection against discrimination and/or retaliation on account of such uniformed service as provided under the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) (49 U.S.C. Sections 4301 – 4334), in addition to any other rights afforded under applicable federal or state law.

- A. Military Reserve and National Guard Service – An employee providing SacRT notice of being ordered to active or inactive duty, including for purposes of training, under authority of the State of California, will be provided a leave of absence pursuant to such rights afforded under applicable state law.
- B. Leave Request – Employees called into service must provide SacRT with 30 days written advance notice of impending service or as much notice as is reasonable under the circumstances. Exceptions will be made where such notice is impossible, unreasonable or precluded by military necessity.
- C. Paid Leave – An employee receiving compensation for paid leave for military service or training and using the leave for purposes not authorized by applicable federal or state law will be subject to disciplinary action.

§12.06 Unpaid Leaves of Absence

An employee may be granted a leave of absence without pay upon the employee's specific written request and with the prior written approval of the Department Manager/Director as follows:

A. Medical Leave

1. Long Term Illness/Injury

- (a) If an employee is injured or becomes ill and will be off work in excess of three working days, a medical leave of absence may be granted as long as a doctor confirms an employee's inability to perform regular work duties. When on such leave, the employee must report medical status to the employee's Supervisor every 10 working days unless other reporting arrangements have been approved.
- (b) An employee who is off work due to a medical leave and does not present a valid medical release to active work within 18 months, will be subject to termination of employment.
- (c) An employee who is off work due to a medical leave and presents a valid medical release for full active duty within 18 months, will be returned to the former position or, if unavailable, to one of similar status and pay as if the employee had not been absent. An employee who is released to work and then returns to sick leave within 30 calendar days, will continue to accumulate time against the original 18 month maximum leave of absence time limit. However, if the employee presents medical documentation showing that subsequent time off was due to an illness or injury unrelated to the original leave, a new 18 month time period will be granted.
- (d) The employee must notify their Supervisor immediately upon receipt of a valid medical release for duty and must be available to return to work as assigned on the next regularly scheduled workday following the date of such release.

§12.07 Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA)

It is SacRT's policy to grant leave to eligible employees with serious medical conditions in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA) and California Family Rights Act (CFRA). Eligible employees may use accumulated leave credits during periods of approved FMLA or CFRA leave.

§12.08 Pregnancy Disability Leave

It is SacRT's policy to grant leave to eligible employees with serious medical conditions in accordance with the California Pregnancy Disability Act (PDL). Questions should be directed to the Human Resources Department. Eligible employees may use accumulated leave credits during periods of approved PDL.

§12.09 Personal Leave Of Absence

- A. An employee may be granted leave on a case-by-case basis for other personal reasons not mentioned specifically herein. Requests for such leave will be reviewed by SacRT management for compelling and personal reasons, which necessitate the employee's absence from work, and to determine that granting said leave will not impair the operational needs of the Department.
- B. Personal Leaves of Absence will not exceed 30 days without approval from the Division EMT.
- C. In order for SacRT to consider a request and make scheduling adjustments, a written request specifying the reason(s) for the leave and the duration must be submitted to the Department Manager/Director as far in advance as possible. In any event, a written request of at least 5 days is required except where the circumstances of the request dictate otherwise.
- D. A request for leave of absence will be either granted or denied in writing by the Department Manager/Director. Leave requests granted will specify the specific terms of the leave and date the employee is expected to return to work. All requests and responses are to be forwarded to the Human Resources Department for filing in the employee's personnel file.
- E. An employee may request an extension of a leave of absence through the Division EMT Member. SacRT reserves the right to approve or deny such request at its discretion. Extensions will be made in writing and forwarded to the Human Resources Department for filing in the employee's personnel file.
- F. A personal leave of absence may be paid or unpaid. An employee may use applicable leave credits in order to receive pay during a leave of absence. An employee who requests an unpaid leave of absence or who has insufficient leave credits in an applicable leave category may be granted an unpaid leave of absence.

§12.10 Bereavement Leave

- A. An employee may take a leave of absence of up to 5 consecutive or non-consecutive work days to attend to matters relating to the death of a family member. For purposes of this provision, family members include the employee's spouse or domestic partner, father, mother, son, daughter, brother, sister, brother-in-law, sister-in-law, grandmother and grandfather, current mother-in-law and father-in-law, stepson, stepdaughter, and grandchildren. Any person having served in loco parentis (in place of a parent) will be considered a parent.

- B. Should a question of family relationship arise, the employee may be required to submit proof of relationship.
- C. The 5 days may be extended by an additional 5 days when travel one way to the funeral location exceeds 500 miles, measured from Sacramento.
- D. In order to receive pay for the period of bereavement leave, an employee may use accumulated sick leave, vacation or floating holiday credits.

§12.11 California Paid Family Leave

The Employment Development Department (EDD) administers the California Paid Family Leave (PFL) Program. This program is available to California workers paying State Disability Insurance (SDI) taxes. This program allows employees to take time away from work for up to 6 weeks to bond with a newborn child, an adopted child, or to care for an ill parent, child, or spouse/domestic partner (must meet the eligibility of the California Secretary of State to be eligible for benefits) with a serious health condition.

§12.12 Kin Care

Kin Care is a protected leave, administered according to Labor Code §233. It allows employees to use up to one-half of the sick leave that is accrued annually to attend to the illness of a child, parent, spouse or domestic partner. In order to be eligible for kin care, the employee must have accrued sick leave hours sufficient to cover the requested time. Questions should be directed to the Human Resources Department.

§12.13 Leave Of Absence Abuse

A. Failure to Return from Approved Leave

An employee failing to report to work after the expiration of an approved leave of absence will forfeit the leave of absence and be presumed to have abandoned employment with SacRT unless such failure to report was due to an incapacitating illness or injury preventing the employee from notifying SacRT, either personally or through someone else, of the inability to return as scheduled.

B. Obtaining Leave Under Misrepresented Conditions

An employee obtaining, or attempting to obtain, a leave under misrepresented conditions will, if applicable, be denied compensation for all time spent on leave and will be subject to disciplinary action, up to and including termination of employment.

C. Working While On Leave

No employee will be granted a leave of absence to work for another employer, including self-employment, unless authorized in writing by the General Manager/CEO prior to departing for said leave.

§12.14 Furloughs

- A. As a cost saving initiative Employees may be required to take furlough hours to reduce costs for SacRT.
- B. Except as expressly provided in this section, an employee who is placed on furlough will not be entitled to and will not be paid wages, salary, or any other form of compensation for the time during which the employee is on furlough. An employee on furlough may not use vacation, compensatory time off, sick leave, floating holiday, or any other form of paid leave during the furlough. A furlough will not result in a reduction of health and welfare benefits nor accrual of sick leave, vacation, and other leaves which are otherwise accrued based upon time worked. In addition, a period of furlough will not be considered a break in service for purposes of completion of a probationary period or any other acquired benefit.
- C. Notwithstanding the foregoing, for purposes of calculating an employee's service credits and final monthly average compensation for retirement, wages and days reduced due to furloughs taken, as required hereinabove, will not be counted against the employee. The calculation of total service credits and final monthly average compensation will assume the employee's full monthly salary was earned during any month in which a furlough was taken and that the employee worked all available days during any month in which a furlough was taken.
- D. The General Manager/CEO is authorized to adopt rules and procedures related to administration of SacRT's furlough program.

§12.15 Reinstatement

Upon return to work after a leave of absence, an employee will be reinstated to the former position and working conditions except when there has been a reduction in force or the position has been eliminated during the leave pursuant to Article 18, Reduction In Force.

ARTICLE 13: SAFETY FOOTWEAR

§13.01 Safety Footwear

SacRT will provide safety footwear to employees working in areas requiring safe footwear, as determined by the Safety Department.

Guidelines for implementing a SacRT-paid program for providing footwear, meeting federal or state safety standards (ANSI), will be provided in accordance with Safety Office Standard Operating Procedures.

ARTICLE 14: PERSONNEL RECORDS / POLICIES

§14.01 Personnel File Maintenance

- A. Each employee's official personnel file will be maintained by the Human Resources Department. Every employee will, during regular business hours, have access to all materials contained in the employee's official personnel file, provided arrangements are made in advance to review the file.
- B. It is the responsibility of the employee to keep the personnel file updated with respect to current job skills, education, personal status changes, and any other personal information necessary to keep the file current.
- C. An employee who is dissatisfied with an entry in the personnel file may object in writing and the objection will be entered into the file.

§14.02 Security

A. Access

- 1. Access to an employee's personnel file will be limited to the Human Resources Department staff as designated by Human Resources management, the employee, the employee's supervisor, the employee's Department Manager/Director and Division EMT Member, a SacRT Attorney, Labor Relations Staff, or the General Manager/CEO. When an employee has applied for another position, access to the personnel file will also be made available to supervisors overseeing such position.
- 2. The procedures and/or process for inspecting an employee's personnel file will be set forth in the most recently revised Standard Operating Procedure regarding access to personnel files.
- 3. SacRT will release an employee's personnel file pursuant to a properly served subpoena, which is in compliance with Section 1985.6 of the Code Of Civil Procedure or other applicable state and federal laws.

B. Outside Credit And Employment Checks

Employment inquiries from outside sources will receive only verification of employment, position title and employment dates unless the employee has signed a written authorization allowing release of other information.

ARTICLE 15: DISCIPLINARY ACTION

§15.01 Authority Of The General Manager/CEO

- A. In accordance with SacRT's enabling legislation, Public Utilities Code (PUC) Section 102180(b), the General Manager/CEO will appoint, supervise, suspend or remove SacRT employees other than members of the Board and officers appointed by the Board.
- B. Individuals appointed by the General Manager/CEO to positions designated as EMT, Director or an equivalent level designation will serve at the will of the General Manager/CEO and will not be subject to the provisions of this Article.

§15.02 Progressive Disciplinary Action

- A. SacRT follows the general principles of progressive disciplinary action. The available levels of progressive discipline are as follows:

Informal discipline not subject to the complaint review procedure:

Verbal Warning

Formal discipline subject to the complaint review procedure:

Written Reprimand

Suspension From Employment Without Pay

Reduction in Pay

Demotion

Dismissal From Employment

A written notice of disciplinary action will be provided to an employee who will be asked to sign and date the notice to confirm receipt.

§15.03 Exceptions To Progressive Discipline

While SacRT generally subscribes to the principles of progressive discipline, nothing herein will be construed to limit SacRT's ability to administer disciplinary action at any level, including termination from employment, for behavior that warrants a level of discipline appropriate to the circumstances. Examples of such behavior may include, but are not limited to, the following:

- A. Possession, consumption, or being unfit for duty due to the use of any alcoholic beverage while on duty or subject to duty.

- B. Possession without a prescription, consumption, selling or offering to sell, giving or offering to give any controlled substance as defined in the California Health and Safety Code Sections 1053 to 1058 inclusive, while on duty or subject to duty, whether in violation of the SacRT Drug and Alcohol Testing and Rehabilitation Policy.
- C. Fighting (excluding for one's defense) or engaging in acts that provoke a fight with another employee or member of the public while on duty.
- D. Insubordination: Disobedience to one's authorities, except when in conflict with applicable laws, statutes, codes, or SacRT safety policies.
- E. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sexual orientation, veteran status, sex or age, against the public or other employees.
- F. Theft, misappropriation, or misuse of SacRT funds or property.
- G. Negligent or willful misconduct.
- H. Tampering or unauthorized altering, for any reason, in any way, shape or form, of information or records of SacRT.
- I. An act of gross incompetence in the performance of one's duty or neglect of duty.
- J. Vandalism of SacRT property or destruction of SacRT property resulting from negligence.
- K. Unlawful retaliation against any SacRT officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Attorney General or any other appropriate authority any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto.
- L. Fraud in securing appointment.
- M. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction for this purpose.
- N. Gambling on duty.
- O. Improper political activity, which is a violation of federal and state law (e.g., Hatch Act).

§15.04 Disciplinary Notice and Documentation

A. Notice Requirements

1. The initiation of any disciplinary action excluding Verbal Warning or Written Reprimand against an employee will begin with the issuance of a Charge Letter within 30 working days of the occurrence or reasonably becoming aware of an occurrence-giving rise to the disciplinary action. The Charge Letter will include the following: a) the proposed level of discipline; b) a description of the infraction or circumstances for which the disciplinary action is proposed; c) any documentation or other material relied upon by SacRT in support of the charge; and d) notice that the employee has 10 working days from the receipt of the Charge Letter in which to respond either verbally or in writing.
2. The response to the Charge Letter will be taken into consideration in making a decision on implementing or modifying the proposed disciplinary action. The Decision Letter will be issued within 10 working days of receiving the employee's response. Should the employee be dissatisfied with the written decision, the decision may be appealed by initiating the Complaint Review Procedure pursuant to §16.06 below. The written decision will specify the applicable appeal protocol if the first step is with someone other than the Department Manager/Director.

B. Right to Respond

1. Before an employee may be suspended without pay, have their pay reduced, be demoted or dismissed from employment, the employee will have been given the opportunity to respond to the Charge Letter. If an employee is charged with an offense, the nature of which warrants immediate removal from active employment, the employee will be placed on paid administrative leave pending issuance of the final decision on disciplinary action. Should SacRT decide to continue with the contemplated disciplinary action, the effective date(s) of the unpaid suspension, demotion or termination of employment will be specified in the disciplinary letter and implemented accordingly.
2. Notwithstanding any contrary provision or policy, SacRT will not implement any discipline of exempt employees that is inconsistent with Fair Labor Standards Act (FLSA) requirements for exempt employees (those employees falling within the Administrative, Professional or Executive Exemptions under the FLSA). SacRT will not suspend exempt employees for less than one full week except as otherwise permitted under applicable law.

C. Documentation Used To Support Charge Letter

Documentation intended to be used to support proposed disciplinary action will be given to the employee with the Charge Letter, as set forth above. Employees presented with such documentation will be requested to acknowledge receipt by their signature and date on the letter. Should an employee refuse to acknowledge receipt, said refusal will be noted by the supervisor on the letter.

D. Disciplinary Documents Retention Period

Copies of all disciplinary documentation will be forwarded to the Human Resources Department for filing in the employee's personnel file. Unless otherwise specified in a written agreement between the employee and SacRT, any disciplinary documentation not involving statutory violation, will be retained and may be referred to for purposes of demonstrating progressive discipline for 3 years.

Disciplinary action involving statutory violation will be retained in the employee's personnel file indefinitely.

E. Clearing The Personnel File Of Disciplinary Documentation

It will be the responsibility of the employee to request in writing, through the Labor Relations Department or Human Resources Department, that outdated disciplinary documentation be removed from the personnel file after the retention period has passed.

F. Conflict Of Interest

Employees may be required, pursuant to State or Federal law or regulation to submit conflict of interest statements and documentation. If an employee is concerned or uncertain whether activities in which the employee engages and/or relationships with others may create a conflict with the employee's duties, the employee will provide the supervisor with a description of the activities and/or relationships in question. SacRT management will determine whether a conflict is evident and will communicate the determination to the employee. The employee may appeal this determination to the General Manager/CEO or designee.

ARTICLE 16: COMPLAINT REVIEW PROCEDURE

§16.01 Purpose

The purpose of the Complaint Review Procedure is to provide a process for the orderly and expeditious resolution of employee complaints, which have arisen out of the interpretation, or application of these Rules and Procedures, or the issuance of any formal disciplinary action.

§16.02 Scope

All individuals employed by SacRT in positions and classifications approved by the Board of Directors will have the right to have their complaints addressed by way of this Complaint Review Procedure, except as stated in §16.03, below.

§16.03 Exemptions To The Complaint Review Procedure

A. At Will Employees

Individuals appointed by the General Manager/CEO to positions designated as EMT, Director or an equivalent level designation who serve at the will of the General Manager/CEO are excluded from the complaint review procedure for purposes of challenging any disciplinary action.

B. Appointed Officers

Officers appointed by the Board of Directors will serve at the will of the Board and will not be subject to the provisions of Articles 15 or 16. The current officer is the General Manager/CEO.

C. Probationary New-Hires

Newly hired employees working on probationary status may be disciplined or discharged from employment at the will of SacRT without recourse of appeal through the Complaint Review Procedure.

D. Personal Services Contract

Individuals working for SacRT under a Personal Services Contract will not be subject to the provisions of Article 15 or 16.

E. Employees Covered by a Collective Bargaining Agreement Grievance Process

Employees covered by a Collective Bargaining Agreement, which specifies a grievance procedure will not be permitted to use the Complaint Review Procedure specified herein.

§16.04 Initiation Of A Complaint

A. Scope

The Complaint Review Procedure may be used for:

1. Any dispute in which an employee wishes to appeal the supervisor's or manager's decision after having responded to a Charge Letter, or
2. To initiate an appeal regarding the interpretation of a rule or procedure as it was applied to the individual.

B. Charge Letter Appeal

An employee who is dissatisfied with the written decision regarding a proposed disciplinary action as specified in a notice of disciplinary action, may appeal the decision by initiating the Complaint Review Procedure pursuant to §16.06 below. The written decision will specify the applicable appeal protocol if the first step is with someone other than the Department Manager/Director.

C. Rule or Procedure Complaint

1. An employee who is in disagreement with the application of a rule or procedure, may initiate a complaint in writing to the immediate supervisor. The employee will have 10 working days from the date of the objectionable action, or 10 working days from the date the employee should have reasonably become aware of the objectionable action, in which to file the written complaint. The written complaint must contain the following: a) the rule or procedure over which the disagreement arose, b) what the employee feels the proper interpretation/application should be, accompanied by any supporting documentation, and c) what correction/remedy the employee is seeking.
2. The supervisor will have 10 working days from receipt of the employee's letter in which to issue a written decision. An employee dissatisfied with the decision may appeal by initiating the Complaint Review Procedure pursuant to §16.06 below.

§16.05 Complaint Appeal Protocol

- A. Normally, an employee's immediate Supervisor will be the individual initiating the Charge Letter. In such instances, the appeal protocol would be as follows:
 - 1. Department Manager/Director (Step 1)
 - 2. Division EMT Member (Step 2)
 - 3. General Manager/CEO or Designee (Step 3)
- B. In circumstances where the issuance of a disciplinary action is by a Department Manager/Director or above, the Complaint Review Procedure will be initiated at the next highest level of authority. In such cases, the notice will specify the applicable appeal protocol.
- C. In circumstances not involving disciplinary action, the appeal will begin with the employee's immediate Supervisor.

§16.06 Complaint Review Procedure

- A. Step One
 - 1. An employee has 10 working days following the action giving rise to the complaint to request in writing the initiation of the Complaint Review Procedure. Within 10 working days of the Department Manager's/Director's receipt of the employee's written request, the parties will meet to discuss the issue and the remedy sought by the employee. The Department Manager/Director will have 10 working days from the conclusion of the meeting in which to issue a written decision.
 - 2. An employee who is not satisfied with the decision may appeal the complaint to Step Two.
- B. Step Two
 - 1. The written complaint and decision from Step One will be presented in writing to the employee's EMT Member within 10 working days of receiving the Step One response. The employee and EMT Member will meet within 10 working days to discuss the issue. The EMT Member will respond in writing no later than 10 working days following the conclusion of the meeting.
 - 2. An employee who is not satisfied with the decision may appeal the complaint to Step Three.

C. Step Three

The written complaint, along with the responses from the prior complaint review steps, must be presented in writing to the General Manager/CEO or Designee for final review within 10 working days of receipt of the Step Two response.

(1) General Manager/CEO's Decision

The General Manager/CEO or designee will meet with the employee within 10 working days after receipt of the Step Three Complaint and documents to discuss the complaint. The General Manager/CEO or designee will issue a written decision within 10 working days after the meeting. The decision will be final and binding on all parties. The decision will include:

- (1) a listing of evidence relied upon; and
- (2) the adopted findings; and
- (3) the decision, which is supported by the findings.

§16.07 Appeal Procedure Time Limits

Should a representative of SacRT fail to meet a response time requirement at Steps One or Two without an agreed upon extension of the time limit, the employee will have the right to appeal the complaint to the next higher step.

Should an employee fail to advance a complaint within the time limits specified without an agreed upon extension of the time limit, the matter will be deemed withdrawn.

§16.08 Appeal Time Limit Extension

Time limits at all steps may be extended by mutual agreement, in writing, by the parties at whose level the issue is being heard. Neither party will unreasonably deny extensions of time limits.

§16.09 Employee Representation

An employee initiating the Complaint Review Procedure may be represented by an individual of the employee's choice or self-represent at all stages of the Complaint Review Process provided, however that non-contract employees may not be represented by a bargaining unit employee nor represent an employee subject to a collective bargaining agreement.

§16.10 Complaint Processing Time Off

- A. An employee self-representing or being represented in the Complaint Review Procedure will not lose pay for such activity provided the employee is not serving a disciplinary unpaid suspension at the time of the meeting or has been discharged from employment
- B. A SacRT employee chosen to represent another employee in the Complaint Review Procedure, will not lose paid time while performing such duties.

ARTICLE 17: EMPLOYER / EMPLOYEE ORGANIZATION RELATIONS

§17.01 Purpose

- A. It is the purpose of this Article to provide procedures, pursuant to Public Utility Code Section 102400, *et seq.*, for determining units appropriate for collective bargaining, for certifying exclusively recognized employee organizations and for meeting and conferring in good faith with such exclusively recognized employee organizations regarding matters that directly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein will be construed to restrict any legal or inherent exclusive SacRT rights with respect to matters of general legislative or managerial policy, which include but are not limited to the following management rights:
 - 1. To determine the mission of its departments and divisions;
 - 2. To set standards of service;
 - 3. To determine the procedures and standards of selection of employment;
 - 4. To direct its employees;
 - 5. To take disciplinary action;
 - 6. To relieve its employees from duty because of lack of work or for other lawful reasons;
 - 7. To maintain the efficiency of SacRT operations;
 - 8. To determine the methods, means and personnel by which SacRT operations are to be conducted;
 - 9. To take all necessary actions to carry out its mission in emergencies; and

10. To exercise complete control and discretion over its organization and the technology of performing its work.

§17.02 Applicable Statutes and Regulations

Public Utilities Code Section 102400 – representation rights of employees.

Public Utilities Code Section 102401 – obligation to collectively bargain a contract governing wages, salaries, hours, pensions and working conditions for employees in an appropriate bargaining unit represented by a labor organization.

Public Utilities Code Section 102403 – questions of representation or appropriateness of a unit submitted to State Conciliation Service for disposition.

Public Utilities Code Section 102406 and Government Code Section 1157.12 – payroll deductions made at request of recognized labor organization.

California Code of Regulations, Title 8, Section 93000 – petition process where there is a question of representation of employees.

§17.03 Definitions

As used in this Article, the following terms will have the meanings indicated:

- A. Appropriate Unit: means a unit of employee classifications or positions, established pursuant to §17.06 hereof.
- B. SacRT: means the Sacramento Regional Transit District and, where appropriate herein, refers to the Board of Directors or any duly authorized Board representative as herein defined.
- C. Confidential Employee: means those employees who, in the regular course of their duties are required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of such management positions.
- D. Consult In Good Faith: means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counter-proposals in an endeavor to reach agreement, nor is it subject to §17.13, Impasse Procedures.

- E. Day: means calendar day unless expressly stated otherwise.
- F. Labor Relations Officer: means the manager responsible for the Labor Relations Department or designee or any duly authorized representative appointed by the General Manager/CEO.
- G. Impasse: means that the representatives of SacRT and an Exclusively Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters, to be included in a Collective Bargaining Agreement and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
- H. Management Employees: are identified as having significant responsibility to formulate, determine, or effectuate SacRT policies and procedures in accomplishing program objectives.
- I. Proof Of Employee Support means: 1) an authorization card recently signed and personally dated by an employee; or 2) a verified authorization petition or petitions recently signed and personally dated by an employee. The only authorization, which will be considered as proof of employee support hereunder, will be the authorization last signed by an employee. The words "recently signed," will mean within 180 days prior to the filing of a petition.
- J. Exclusively Recognized Employee Organization: means an employee organization that has been formally acknowledged by SacRT as the sole employee organization that represents the employees in an appropriate representation unit pursuant to §17.06.
- K. Supervisory Employee means: any employee having authority, in the interest of SacRT, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

§17.04 Administrative Rules And Procedures

The Labor Relations Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Article after consultation with affected employee organizations.

§17.05 Administration

A. Submission Of Current Information By Recognized Employee Organization

All changes in the information filed with SacRT by an Exclusively Recognized Employee Organization under §17.06A will be submitted in writing to the Labor Relations Officer within 14 days of such change.

B. Payroll Deductions On Behalf Of Employee Organization

An Exclusively Recognized Employee Organization may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by such organization and approved by the SacRT Board of Directors. Such deductions will require certification from the Recognized Employee Organization that it possesses and will maintain written authorization for the deduction(s) signed by the employee.

C. Employee Organization Activities – Use Of SacRT Resources

Access to SacRT work locations and the use of SacRT paid time, facilities, equipment and other resources by employee organizations and those representing them will be authorized only to the extent provided for in statute, an applicable collective bargaining agreement and/or Administrative Procedures. Such access will be limited to activities pertaining directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections, and will not interfere with the efficiency, safety and security of SacRT operations.

D. Meet And Confer Compensation

SacRT will permit up to a maximum of 4 employees representing an Exclusively Recognized Employee Organization to participate, without loss of compensation, in meeting and conferring with SacRT on matters relating to wages, hours and other terms and conditions of employment for employees within the representation unit. Upon mutual agreement by the parties, the maximum number of employees specified herein may be modified. Compensation will be at the straight-time hourly rate for each employee and will not exceed 8 hours per session unless an employee is on a SacRT approved Alternate Work Schedule with regularly scheduled workdays in excess of 8 hours.

§17.06 Representation Proceedings: Filing Of Recognition Petition By Employee Organization

- A. An employee organization that seeks to be formally recognized as the Exclusively Recognized Employee Organization representing employees in an appropriate unit will file a petition with the Labor Relations Officer containing the following information and documentation:

1. Name and address of the employee organization.
2. Names and titles of its officers.
3. Names of employee organization representatives who are authorized to speak on behalf of the organization.
4. A statement that the employee organization has, as one of its primary purposes, representation of employees in their employment relations with SacRT.
5. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner with, a local, regional, state, national or international organization and, if so, the name and address of each such other organization.
6. Certified copies of the employee organization's constitution and by-laws.
7. A designation of those persons, not exceeding two (2) in number, and their addresses to whom notice sent by regular first-class United States mail will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization has no restriction on membership based on applicable laws because of race, color, creed, sex, national origin, age, religion, ancestry, marital status, sexual orientation, political affiliation, Vietnam era veteran status, disability or otherwise included in a disadvantaged group.
9. The job classifications or titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.
10. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with SacRT. Such written proof will be submitted for confirmation to the Labor Relations Officer or to a mutually agreed-upon disinterested third party.
11. A request that the Labor Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

- B. the Petition, including the proof of employee support and all accompanying documentation, will be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

§17.07 SacRT Response To Recognition Petition

- A. Upon receipt of the Petition, the Labor Relations Officer will, within 10 days, determine whether:
 - 1. There has been compliance with the requirements of the Recognition Petition; and,
 - 2. The proposed representation unit is an appropriate unit in accordance with §17.09.
- B. If an affirmative determination is made by the Labor Relations Officer on the foregoing two matters, the Labor Relations Officer will so inform the petitioning employee organization will give written notice of such request for recognition to the employees in the unit, and will pend further action on said request for the 30 day challenge period specified in §17.08.
- C. If either of the foregoing matters are not affirmatively determined, the Labor Relations Officer will offer to consult thereon with such petitioning employee organization, and, if such determination thereafter remains unchanged, will inform that organization of the reasons therefore in writing. The petitioning employee organization may appeal such determination for a determination by the State Mediation and Conciliation Service.

§17.08 Open Period For Filing Challenging Petition

- A. Within 30 days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the Exclusively Recognized Employee Organization of the employees in the same or in a modified unit (one which corresponds with respect to some but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least 30% and otherwise in the same form and manner as set forth in §17.06.
- B. If a challenging petition seeks recognition for the unit identified in the initial petition, the Labor Relations Officer will within 10 days refer the matter to the State Mediation and Conciliation Service to conduct an election to determine if an exclusively recognized employee organization shall be certified.

- C. If a challenging petition seeks recognition for a modified unit, the Labor Relations Officer will within 10 days refer the matter to the State Mediation and Conciliation Service to determine the appropriate unit, if any, and whether a representation election is warranted.

§17.09 Policy And Standards For Determination Of Appropriate Units

- A. The policy objectives in determining the appropriateness of units will be the effect of a proposed unit on: 1) the efficient operations of SacRT and its compatibility with the primary responsibility of SacRT and its employees to effectively and economically serve the public; and 2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit will be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered will be:
 - 1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
 - 2. History of representation in SacRT and similar employment except, however, that no unit will be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
 - 3. Number of employees and classifications and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
 - 4. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classification among 2 or more units.
- B. Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in §17.03 of this Article, are determining factors in establishing or denying establishment of proposed units hereunder. Managerial and confidential employees are precluded from representing any employee organization.
- C. The Board of Directors will, in accordance with California Public Utilities Code Section 102121(d), through its Labor Relations Officer, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete classifications or positions from units in accordance with the provisions of this Section.

§17.10 Procedure For Modification Of Established Appropriate Units

Requests by employee organizations or by the Labor Relations Officer for modification of established appropriate units may be submitted to the State Mediation and Conciliation Service to determine the appropriate unit, and whether a representation election is warranted.

§17.11 Procedure For Decertification Of Exclusively Recognized Employees

- A. A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Labor Relations Officer only during the month of January of any year following the first full year of recognition where there is no collective bargaining agreement in place, during the 30 day period commencing 180 days prior to the termination date of a collective bargaining agreement or any time after the second anniversary of a multi-year collective bargaining agreement. A Decertification Petition may be filed by 2 or more employees or their representative(s), or an employee organization, and will contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:
1. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
 2. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as the representative of that unit.
 3. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit and any other relevant and material facts relating thereto.
 4. Proof of employee support that at least 30% of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof will be submitted for confirmation to the Labor Relations Officer or to a mutually agreed-upon disinterested third party within the time limits specified in the first paragraph of this Section. Such petition will remain strictly confidential and will not be released to persons other than the disinterested third party or the Labor Relations Officer designees.
- B. An employee organization may, in satisfaction of the Decertification Petition requirements thereunder, file a petition under this Section in the

form of a Recognition Petition that evidences proof of employee support of at least 30% and otherwise conforms with the requirements of §17.06.

- C. The Labor Relations Officer will within 10 days refer the matter to the State Mediation and Conciliation Service to conduct an election to determine if an exclusively recognized employee organization shall be decertified and/or whether a new exclusively recognized employee organization shall be certified.

§17.12 Appeals

- A. An employee organization aggrieved by an appropriate unit determination of the Labor Relations Officer under §17.09 above may, within 10 days of notice thereof, request the matter be referred to the California State Mediation and Conciliation Service.
- B. An employee organization aggrieved by a determination of the Labor Relations Officer that a Recognition Petition (§17.06), Challenging Petition (§17.08) or Decertification of Recognition Petition (§17.11), or employees aggrieved by a determination of the Labor Relations Officer that a Decertification Petition (§17.11) has not been filed in compliance with the applicable provisions of this Article, may, within 10 days of notice of such determination, request the matter be referred to the California State Mediation and Conciliation Service.

§17.13 Impasse Procedures

A. Initiation Of Impasse Procedures

- 1. If the meet and confer process has reached impasse as defined in this Article, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting will then be scheduled promptly by the Labor Relations Officer. The purpose of such meeting will be:
 - (a) To identify and specify in writing the issue or issues that remain in dispute;
 - (b) To review the position of the parties in a final effort to resolve such disputed issue or issues; and
 - (c) To discuss arrangements for the utilization of the impasse procedures provided herein if the dispute is not resolved.

B. Impasse Procedures

1. Mediation

- (a) If the parties agree to submit the dispute to mediation and agree on the selection of mediator, the dispute will be submitted to mediation. All mediation proceedings will be private. The mediator will make no public recommendation nor take any public position at any time concerning the issues.
- (b) If the parties fail to agree to submit the dispute to mediation or fail to agree on the selection of a mediator, or fail to resolve the dispute through mediation within 15 days after the mediator commenced meeting with the parties, the parties may agree to submit the impasse to fact finding.

2. Fact Finding

- (a) If the parties agree on fact finding, they may agree on the appointment of one or more fact finders. If the parties do not agree on the appointment of the fact finder(s) a fact finding panel of 3 will be appointed in the following manner: One member of the panel will be appointed by the Labor Relations Officer; one member will be appointed by the Exclusively Recognized Employee Organization; and those two will name a third, who will be the Chair. If they are unable to agree upon a third, they will select the third member from a list of 7 names to be provided by the California State Mediation and Conciliation Service.

(b) Fact Finding Procedures

- (1) The following constitute the jurisdictional and procedural requirements for fact finding:
 - (i) The fact finders will consider and be guided by applicable federal and state laws.
 - (ii) Subject to the stipulations of the parties, the fact finders will determine and apply the following measures and criteria in arriving at their findings and recommendations.
- (2) As relevant to the issues in dispute, the fact finders will compare the total compensation, hours and conditions of employment of the employees involved in the fact finding proceeding with the total compensation, hours and conditions of employment of other employees performing similar services in public and private employment in the same and comparable communities. "Total compensation" will mean all wage compensation, including but not limited to premium, incentive, minimum,

standby, out-of- class and deferred pay; all paid leave time; all allowances, including but not limited to educational and uniform benefits; medical and hospitalization benefits; and insurance, pension and welfare benefits.

- (3) The fact finders will then adjust the results of the above comparisons based on the following factors:
 - (i) Equitable employment benefits relationships between job classifications and positions within SacRT.
 - (ii) The pattern of change that has occurred in the total compensation of the employees in the unit at impasse as compared to the pattern of change in the average consumer price index for goods and services, commonly known as the cost of living index.
 - (iii) The benefits of job stability and continuity of employment.
 - (iv) The difficulty, or lack thereof, of recruiting and retaining qualified personnel.
- (4) The fact finder will then determine recommendations based on the comparisons as adjusted above, subject to the financial resources of SacRT to implement them, taking into account:
 - (i) Other legislatively determined and projected demands on SacRT's resources;
 - (ii) Assurance of sufficient and sound budgetary reserves; and
 - (iii) Statutory and Board policy limitations on tax and other revenues and expenditures.
- (5) The fact finder will make written findings of fact and recommendations for the resolution of the issues in dispute, which will be presented in terms of the criteria, adjustments and limitations specified above. Any member of the fact finding panel will be accorded the right to file dissenting written findings of fact and recommendations. The fact finder or Chair of the fact finding panel will serve such findings and recommendations on the Labor Relations Officer and the designated representative of the Exclusively Recognized Employee Organization. If these parties have not resolved the impasse within 10 days after service of the findings and recommendations upon them, the fact finder or the Chair of the fact finding panel will make such findings available to the Board of Directors for consideration.

C. Board Of Directors

If the parties agree to submit the impasse directly to the Board of Directors, or if the parties did not agree on mediation or the selection of a mediator and did not agree on fact finding, or having so agreed, the impasse has not been resolved through such mediation and/or fact finding, the Board of Directors will take such action regarding the impasse as it, in its discretion, deems appropriate as in SacRT's interest.

§17.14 Costs Of Impasse Procedures

Costs for the services of a mediator and a fact finder or Chair of a fact finding panel utilized by the parties, and other mutually incurred costs of mediation and fact finding, will be borne equally by SacRT and the Exclusively Recognized Employee Organization. The cost for a fact finding panel member selected by each party, and other separately incurred costs, will be borne by such party.

§17.15 Construction

A. This Article will be administered and construed as follows:

1. Nothing in this Article will be construed to deny to any person, employee, organization, SacRT, or any authorized officer, body or other representative of SacRT, the rights, powers and authority granted by federal or state law.
2. This Article will be interpreted so as to carry out its purposes as set forth in §17.01.
3. Nothing in this Article will be construed as making the provisions of the California Labor Code Section 923, applicable to SacRT employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sick-out or other total or partial stoppage or slowdown of work. In the event employees engage in such actions, they will subject themselves to discipline up to and including termination and may be deemed to have abandoned their employment, and employee organizations may thereby forfeit all rights accorded them under this Article for a period of up to one (1) year from commencement of such activity.

§17.16 Severability

If any provision of this Article, or the application of such provision to any person or circumstance, will be invalid, the remainder of this Article, or the application of such provision to persons or circumstances other than those as to which it is held invalid, will not be affected thereby.

ARTICLE 18: REDUCTION IN FORCE

§18.01 Definition Of Reduction In Force (Layoff)

"Reduction in force" will be defined as an involuntary separation from employment for reasons such as, but not limited to: position/classification elimination or reduction, SacRT/Department/work section reorganization, and/or job classification merger.

§18.02 Order Of Layoff

- A. When a reduction in force is deemed necessary by SacRT, employee(s) will be laid off within the affected department and classification in inverse order of seniority as follows:
1. Temporary Employees
 2. Personal Services Contract Employees
 3. Limited Term Employees
 4. Part-Time Employees
 5. Full-Time Employees
- B. Employees affected by a layoff may relocate into vacant job classifications authorized to be filled by the Board, provided they meet the minimum qualifications of the job. Individuals electing to move into a vacant position will be compensated at their current salary level provided that their current salary is within the authorized pay range minimum and maximum levels established for that classification. In lieu of going on layoff, an employee affected by a layoff may displace another less senior employee from a position in a classification in which the affected employee previously held regular status.

§18.03 Notification Of Reduction In Force

Written notification will be given to affected employees as much in advance of the layoff date as possible, but not later than 30 working days prior to the effective date. Notification will be hand delivered whenever possible. If it is not possible, written notification will be mailed to the employee's most recent address on record in the Human Resources Department. If the Worker Adjustment and Retraining Notification Act, 29 USC, Section 2101-2109, is applicable to the layoff under consideration, SacRT will provide an employee affected by a layoff prior notice of at least 60 days.

§18.04 Employee Recall From Reduction In Force

A. Recall List

1. Individuals laid off will be placed on a Recall List for recall to openings in the job classification from which they were laid off. SacRT will recall employees in inverse order of layoff to fill a vacancy in an affected classification prior to filling the vacancy from any other source. Notice of recall will be mailed by certified mail, restricted delivery, to the employee's most recent address of record in the Human Resources Department and the employee will have 15 working days from its receipt to respond. Failure of an employee to respond, except for reasons beyond the individual's control, will result in removal from the Recall List. A copy of the Recall List for each classification will be available to employees affected by layoff.
1. A recall notice returned to SacRT from the Post Office marked "undeliverable" will be deemed as a failure to respond and will result in removal of the employee's name from the Recall List.
2. Laid off employees will be terminated from employment, but will be eligible for recall for 2 years from date of layoff. Employees on layoff longer than 2 years will be removed from the Recall List and have no right thereafter to be recalled. Employees removed from the Recall List may be considered for Permissive Reemployment pursuant to §2.01 G.

§18.05 Cash Out of Leave Credits On Layoff

An employee who is laid off will be cashed out for accrued leave credits in accordance with these Rules as they apply to terminated employees.

ARTICLE 19: DRUG AND ALCOHOL TESTING AND REHABILITATION

§19.01 Drug And Alcohol Testing And Rehabilitation

- A. All employees deemed to be safety sensitive, pursuant to the Department of Transportation (DOT) and Federal Transit Administration (FTA) Testing Regulations (49 CFR Parts 40 and 655) or non-safety sensitive as identified in the SacRT Drug and Alcohol Testing and Rehabilitation Policy are required to comply with all applicable provisions of the regulations and/or policy. Job Classifications designated as safety sensitive or non-safety sensitive are identified in the policy. The policy as may be amended from time to time to maintain compliance with DOT FTA Drug and Alcohol Testing Regulations will be distributed to all employees following adoption of mandatory changes.

- B. Nothing herein will be interpreted so as to limit SacRT's right to assess disciplinary action, including termination for misconduct associated with a decision to direct a prohibited substance test under the terms of the Policy. Issues related to the administration of the program may be made the subject of a complaint as outlined in Article 16 of these Rules.

ARTICLE 20: RETIREMENT PLAN

§20.01 Retirement Plan

- A. All regular employees are eligible for retirement benefits subject to the terms and conditions set forth within the applicable Retirement Plan. The cost of funding the Retirement Plan to provide the applicable retirement benefits, on an actuarially sound basis, will be borne by SacRT and employees pursuant to an applicable collective bargaining agreement or as prescribed by law.
- B. Specified employees may be excluded from participating in a Retirement Plan either by collective bargaining agreement or at the discretion of the General Manager/CEO.

ARTICLE 21: COMPENSATION FOR RETIREMENT BOARD MEMBERS

§21.01 Compensation For Retirement Board Members

An employee serving as a member of a SacRT Employee Retirement Board will be compensated at regular salary (or hourly rate of pay) for the amount of time during regularly scheduled work hours that the employee actually and necessarily spends: 1) serving as a Board Member during a noticed Retirement Board meeting, 2) participating as a Board Member in other business sanctioned by the Retirement Board, and 3) traveling between the place he or she regularly reports to work at SacRT and the site of either the noticed Retirement Board meeting or sanctioned business matter. SacRT will not compensate such employee for time spent outside of regularly scheduled work hours performing any of the foregoing activities except training activities approved or required by the Retirement Board.

§21.02 Flex Scheduling For Attendance

An employee serving as a Member of a SacRT –Employee Retirement Board will be permitted to “flex” the employee’s schedule, or “trade” shifts with another qualified employee when a Retirement Board meeting is scheduled to occur on one of the employee’s regularly scheduled days off. Such “flex scheduling” or “shift trading” is subject to supervisory approval based upon the business needs of SacRT.