



Sacramento Regional Transit District

BOARD MEETING NOTICE TO THE PUBLIC

In compliance with directives of the County, State and Centers for Disease Control and Prevention (CDC) and as further permitted under Executive Order N-29-20 issued by the Governor of California, this meeting will be live streamed and closed to the public. Temporary procedures are subject to change pursuant to guidelines related to social distancing and minimizing person to person contact and Executive Order N-29-20.

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**Members of the public are encouraged to submit written public comments relating to the attached Agenda no later than 2:00 p.m. on the day of the Board meeting
at
Boardcomments@sacrt.com**

Please place the Item Number in the Subject Line of your correspondence.

Comments are limited to 250 words or less.



Sacramento Regional Transit District Agenda

**BOARD MEETING
5:30 P.M., MONDAY, AUGUST 23, 2021
VIRTUAL MEETING**

ROLL CALL — Directors Budge, Harris, Howell, Hume, Jennings, Kennedy, Nottoli, Schenirer, Serna, Valenzuela and Chair Miller

Alternates: Directors Kozlowski, Nguyen, Sander, Schaefer

1. PLEDGE OF ALLEGIANCE

2. CONSENT CALENDAR

- 2.1 Motion: Approval of the Action Summary of July 26, 2021
- 2.2 Resolution: Termination of Easement for Park and Ride Spaces at Lakeside Estates (B. Bernegger)
- 2.3 Resolution: Ratifying the General Manager/CEO's Execution of the First Amendment to the Contract for On-Call Towing and Roadside Assistance Bus Maintenance with George Little Investments, Inc. DBA College Oak Towing and Approving the Second Amendment (C. Alba)
- 2.4 Resolution: Suspending Fares for One Week on the Airport Express Bus Route 142 to Encourage Ridership (D. Selenis)
- 2.5 Resolution: Second Amendment to Fiscal Year 2022 Capital Budget (B. Bernegger)
- 2.6 Resolution: Delegation of Authority to the General Manager/CEO to Award Contracts for Pre-Employment and DOT/DMV Certification Medical Examinations, Prescription Drug Safety Reviews and Evaluation of Job Description Physical Requirements (S. Booth)
- 2.7 Resolution: Temporarily Reducing Fares for On-Board Light Rail Single Ride Ticket and On-Board Light Rail Discount Single Ride Ticket (B. Bernegger)
- 2.8 Resolution: Conditionally Approving Sole Source Procurement of Radio Equipment from Motorola Under the County of Sacramento Master Agreement (C. Alba)

- 2.9 Resolution: Conditionally Approve Work Order No. 6 to the Contract for General Engineering Support Services – 2020 for the Watt I-80 Transit Center Design Project with Mark Thomas and Company, Inc. (L. Ham)
- 2.10 Resolution: Amending and Restating Title VIII of the Administrative Code Pertaining to Employee and Director Expense Reimbursement and Director Compensation (O. Sanchez-Ochoa)
- 2.11 Approving the Student Transit Pass Agreement 2021-2022 with the City of Sacramento, Modifying the Fare Structure to Revise the Definition and Validity for the Annual Student (TK-12) Pass, and Conditionally Approving Issuance of a Pass to Students Outside the City of Sacramento (B. Bernegger)
 - A. Resolution: Approving the Student Transit Pass Agreement – 2021-2022 with the City of Sacramento, Modifying the Fare Structure to Revise the Definition and Validity for the Annual Student (TK-12) Pass, and Conditionally Approving Issuance of a Pass to Students Outside the City of Sacramento; and
 - B. Resolution: Modifying the Definition and Validity Requirements of the Annual Student (TK-12) Pass; and
 - C. Resolution: Conditionally Authorizing Students (K-12) Residing in or Attending School Outside the City Limits of Sacramento and Within SacRT’s Service Boundary to Obtain an Annual Student (TK-12) Pass Prepaid Fare Valid from October 1, 2021 Through June 30, 2022 without Payment by a Sponsoring Entity
- 2.12 Resolution: Approve the Amended and Restated Personnel Policy Manual (S. Valenton)

3. INTRODUCTION OF SPECIAL GUESTS

4. UNFINISHED BUSINESS

5. PUBLIC HEARING

6. PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA*

7. NEW BUSINESS

8. GENERAL MANAGER’S REPORT

- 8.1 General Manager’s Report
 - a. Major Project Updates
 - b. San Joaquin Joint Powers Authority – July 23, 2021 (Hume)
 - c. SacRT Meeting Calendar

9. **REPORTS, IDEAS AND QUESTIONS FROM DIRECTORS, AND COMMUNICATIONS**
10. **CONTINUATION OF PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA (If Necessary)**
11. **ANNOUNCEMENT OF CLOSED SESSION ITEMS**
12. **RECESS TO CLOSED SESSION**
13. **CLOSED SESSION**
14. **RECONVENE IN OPEN SESSION**
15. **CLOSED SESSION REPORT**
16. **ADJOURN**

*NOTICE TO THE PUBLIC

It is the policy of the Board of Directors of the Sacramento Regional Transit District to encourage participation in the meetings of the Board of Directors.

This agenda may be amended up to 72 hours prior to the meeting being held. An Agenda, in final form, is located by the front door of Regional Transit's building at 1400 29th Street, Sacramento, California, and is posted on the SacRT website.

The Regional Transit Board of Directors Meeting is being videotaped. A replay of this meeting can be seen on Metrocable Channel 14 and will be webcast at www.sacmetro.cable.tv on August 25th @ 6:00 p.m. and August 26th @ 6:00 p.m.

Any person(s) requiring accessible formats of the agenda should contact the Clerk of the Board at 916/556-0456 or TDD 916/483-4327 at least 72 business hours in advance of the Board Meeting.

Copies of staff reports or other written documentation relating to each item of business referred to on the agenda are on SacRT's website, on file with the Clerk to the Board of Directors of the Sacramento Regional Transit District. Any person who has any questions concerning any agenda item may call the Clerk to the Board of Sacramento Regional Transit District.



STAFF REPORT

DATE: August 23, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Tabetha Smith, Clerk to the Board
SUBJ: APPROVAL OF THE ACTION SUMMARY OF JULY 26, 2021

RECOMMENDATION

Motion to Approve.

**SACRAMENTO REGIONAL TRANSIT DISTRICT
BOARD OF DIRECTORS
BOARD MEETING
July 26, 2021**

ROLL CALL: Roll Call was taken at 5:30 p.m. via Webex. PRESENT: Directors Budge, Harris, Howell, Kennedy, Nottoli, Schenirer, Serna, Valenzuela, and Chair Miller. Absent: Directors Hume and Jennings.

1. PLEDGE OF ALLEGIANCE

2. CONSENT CALENDAR

- 2.1 Motion: Approval of the Action Summary of June 14, 2021
- 2.2 Resolution: Ratifying the General Manager/CEO's Execution of the First Amendment to Work Order No. 2 to the Contract for General Construction Management Support Services (GCMSS) with 4Leaf, Inc. (L. Ham)
- 2.3 Resolution: Amending and Restating Title XIV of the Sacramento Regional Transit Administrative Code (O. Sanchez-Ochoa)
- 2.4 Resolution: Approving the Second Amendment to the Contract for Bus Vehicle Advertising with Lamar Transit LLC (D. Selenis)
- 2.5 Resolution: Authorizing the Execution of the Low Carbon Transit Operations Program (LCTOP) Project(s), and Certifications and Assurances, and Submittal of Project Nominations and Allocation Requests to Caltrans for Fiscal Year 2020-21 for LCTOP Revised (B. Bernegger)
- 2.6 Resolution: Delegating Authority to the Director, Engineering and Construction, or Their Designee, Authority to Approve Plans and Designs for all Public Works Projects (L. Ham)
- 2.7 Resolution: First Amendment to FY22 Capital Budget (B. Bernegger)
- 2.8 Approving the Ninth Amendment to the Student Transit Pass Agreement – 2015 with Los Rios Community College District and Modifying the Definition of Prepaid Fare in the Fare Structure (B. Bernegger)
 - A. Resolution: Approving the Ninth Amendment to the Student Transit Pass Agreement – 2015 with Los Rios Community College District;
and

B. Resolution: Amending the Fare Structure to Modify the Definition of Prepaid Fare

- 2.9 Resolution: Approving the Third Amendment to the Contract with the Sacramento Municipal Utility District for Relocation of a Transmission Line for the South Sacramento Corridor Phase 2 Project (L. Ham)
- 2.10 Resolution: Declaring a Portion of 3009 Power Inn Road Excess to Transit Operations as Surplus (B. Bernegger)
- 2.11 Resolution: Repealing Resolution No. 21-04-0038 and Delegation of Authority for Reimbursement Agreement for the North 12th Street Fence (L. Hinz)

The Clerk read one public comment into the record from Helen O'Connell on Item 2.6

Director Schenirer moved; Director Budge seconded approval of the consent calendar with the exception of Item 2.10. Motion was carried by roll call vote. Ayes: Directors Budge, Harris, Howell, Kennedy, Nottoli, Schenirer, Serna, Valenzuela, and Chair Miller. Noes: None; Abstain: None; Absent: Directors Hume and Jennings.

- 2.10 Resolution: Declaring a Portion of 3009 Power Inn Road Excess to Transit Operations as Surplus (B. Bernegger)

Director Valenzuela asked for a description of the process once the Board approves the item as she interested in how SacRT will decide who gets access to the property and what type of development proposals to expect. Brent Bernegger explained that once the Board approves the item, Staff will market the property under the new Surplus Land Act first to affordable housing agencies. If any agencies are interested, Staff will bring back to the Board the proposals for review. If no affordable housing agency has interest, the property will be marketed to the public. Director Valenzuela asked that if an affordable housing agency offered a below market offer, would the Board still see the offer and be able to consider it. Mr. Bernegger indicated that he would bring all offers, including those that may be below market value, to the Board for consideration.

Director Valenzuela moved; Director Howell seconded approval of Item 2.10. Motion was carried by roll call vote. Ayes: Directors Budge, Harris, Howell, Kennedy, Nottoli, Schenirer, Serna, Valenzuela, and Chair Miller. Noes: None; Abstain: None; Absent: Directors Hume and Jennings.

3. INTRODUCTION OF SPECIAL GUESTS

4. UNFINISHED BUSINESS

5. PUBLIC HEARING

6. PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA

7. NEW BUSINESS

- 7.1 Resolution: SacRT's Outstanding Public Transportation System Achievement Award from the American Public Transportation Association and Approving a One-Time Incentive Pay for All Employees (S. Valenton)

Shelly Valenton revealed that SacRT has received another American Public Transportation Association (APTA) award: the Outstanding Public Transportation System Achievement Award for the best transportation agency in North America. This is the highest honor given to a transit agency. SacRT will receive this award at the APTA Annual Conference and Expo in November.

Ms. Valenton stated that despite ridership declines, SacRT has protected jobs and ended the fiscal year with a \$12.8 million surplus, increased its operating and capital reserves, been an active social partner providing Wi-fi buses and free rides to voting centers and vaccination sites. In addition, SacRT has transitioned to in-house paratransit operations and received high customer satisfaction ratings, completed the Elk Grove annexation, and continues to expand SmarT ride microtransit services, received over \$366 million in grants and more.

In recognition of this award, SacRT would like to propose a one-time incentive pay to its employees which will be funded through out fiscal year 2021 operating surplus.

Director Valenzuela moved; Director Schenirer seconded approval of the item. Motion was carried by roll call vote. Ayes: Directors Budge, Harris, Howell, Kennedy, Nottoli, Schenirer, Serna, Valenzuela, and Chair Miller. Noes: None; Abstain: None; Absent: Directors Hume and Jennings.

- 7.2 Resolution: Annual Performance Based Evaluation for the General Manager/CEO and Fourth Amendment to the Employment Agreement with Henry Li (S. Valenton)

Shelly Valenton stated that the Board met in Closed Session on June 14, 2021, to discuss the General Manager's annual performance evaluation. The Board was provided with a comprehensive list of SacRT's accomplishments for Fiscal Year (FY) 2021 as well as the General Manager's goals for FY 2022 which was included in the Staff Report. The Board met and determined that in most cases the General Manager exceeded the goals set for FY 2021. In recognition of this, it is proposed that the General Manager receive a 3% performance based salary increase similar to what all other employees are receiving annually. It is also proposed that the General Manager receive \$7,000 annually in the form of an employer contribution to a 401(a) deferred compensation plan for the Board's consideration.

Director Schenirer noted that under the leadership of Henry Li, the organization has become a model for other agencies across the country.

Director Howell complimented Mr. Li on how quickly he turned SacRT around as well as leading all of the employees at SacRT.

Director Schenirer moved; Director Howell seconded approval of the item. Motion was carried by roll call vote. Ayes: Directors Budge, Harris, Howell, Kennedy, Nottoli, Schenirer, Serna, Valenzuela, and Chair Miller. Noes: None; Abstain: None; Absent: Directors Hume and Jennings.

7.3 Authorizing the Issuance and Sale of Revenue Refunding Bonds and Approving an Amended and Restated Credit Agreement – (B. Bernegger)
[Note: Resolution A Requires 2/3rd vote]

- A. Resolution: Authorizing (1) the Issuance and Sale of Not to Exceed \$50,000,000 Aggregate Principal Amount of Sacramento Regional Transit District Revenue Refunding Bonds, Series 2021A, (2) the Execution and/or Delivery of a Master Indenture, a First Supplemental Indenture, a Bond Purchase Contract, Preliminary and Final Official Statements and a Continuing Disclosure Agreement, and (3) Certain Related Matters; and
- B. Resolution: Approving the Execution and Delivery of an Amended and Restated Credit Agreement with U.S. Bank National Association and a Promissory Note Evidencing Advances to be Made by U.S. Bank National Association Pursuant to a Line of Credit Facility in an Aggregate Principal Amount Not to Exceed \$20,000,000 at Any One Time with a Final Maturity Date of September 30, 2022

Brent Bernegger recapped the SacRT bond issued in November 2012 and noted that within the document there was a feature to allow SacRT to early refinance the debt should market conditions improve. The savings from this refunding is anticipated to be used for SacRT's capital needs. SacRT's annual payment through FY 2028 is estimated to be \$1.5 million (for 6 years), as opposed to the current payment of \$3.5 million. SacRT's financial improvement as well as the security pledge of the Series 2021 bonds has resulted in a rating of A2 which is higher than the current rating on the Series 2012 Farebox Revenue Bonds of A3.

Darren Hodge, SacRT's financial advisor from PFM, stated that SacRT will be refinancing all of its outstanding series 2012 farebox revenue bonds (\$44.6 million). SacRT will be able to generate a savings of about \$11.6 million, and more importantly the cash flow savings which will be a reduction in the overall debt service payments over the next 6 years. Staff tried to undertake this transaction in early 2020; however, the pandemic stopped the progress. Over the next 12 months, SacRT worked with the

financing team as well as SacRT's line of credit bank (US Bank) to develop a structure that was very marketable for investors and achieved the A2 rating to get SacRT lower yields. SacRT will post its primary marketing document on July 29th, putting SacRT into price the bonds on August 5 (setting the yield on the interest rates on the bonds), and ultimately closing August 19th.

Director Howell assumed that this is in large part because of the turn-around of SacRT and that our credit rating has improved dramatically since 2012. Mr. Bernegger indicated that it is a combination of the two that have helped SacRT along with the additional security pledge of the LTF revenues. Mr. Hodge also indicated that the financial position of SacRT allowed Staff to negotiate with US Bank to improve the terms and allow SacRT to include LTF revenues of pledge to the bonds.

Director Howell moved; Director Schenirer seconded approval of Resolution A. Motion was carried by 2/3rd roll call vote. Ayes: Directors Budge, Harris, Howell, Kennedy, Nottoli, Schenirer, Serna, Valenzuela, and Chair Miller. Noes: None; Abstain: None; Absent: Directors Hume and Jennings.

Director Howell moved; Director Budge seconded approval of Resolution B. Motion was carried by roll call vote. Ayes: Directors Budge, Harris, Howell, Kennedy, Nottoli, Schenirer, Serna, Valenzuela, and Chair Miller. Noes: None; Abstain: None; Absent: Directors Hume and Jennings.

7.4 Information: SacRT Draft Network Integration Plan (L. Ham)

Laura Ham stated that Mr. Li provided the Board and public with an overview of this plan at the June 14th Board meeting. The plan is a condition of SacRT's grant sponsor, Caltrans, for SacRT's 2018 grant under the TIRCP program which funds SacRT's 20 new low floor light rail vehicles to ensure that major state funded rail projects connect cohesively with the state rail system. The grants primary bus service subject is future Gold Line service, future bus service to the Sacramento Valley Station and potentially the Railyards, and integration of fare into a state-wide system. The Network Plan is a technical study and does not propose service changes. The document has been out for public review since June, but prior to enacting any major service changes SacRT would have to do a more thorough round of public engagement including a Title VI analysis. The comment period will conclude at the end of July, and Staff will respond to any comments, and then bring back a final version in the August/September timeframe to the Board.

ACTION: None – Oral Presentation by Laura Ham

7.5 Information: Strategic Action Plan for Sacramento Regional Transit Safe Parking Locations (C. Flores/B. Bernegger/L. Hinz)

Chris Flores, Brent Bernegger and Lisa Hinz introduced the item.

Mr. Flores stated that homelessness is an ever-growing issue in our community and across the country. Many individuals turn to public transit vehicles, stops and stations for shelter. It is a growing challenge for many transit agencies and impacts employees and passengers who use public transit. In Sacramento County, there are nearly 6,000 persons experiencing homelessness as of January 2019 based on a study from Sacramento County. The number of homeless has worsened due to the pandemic. SacRT is committed to being a partner with regional agencies as they work to solve homelessness. SacRT does not receive any local, state, or federal funding to address homelessness. SacRT has hired a master's in social work to connect those experiencing homelessness with critical social services, and has partnered with housing, homeless and shelter services to provide tickets so unhoused individuals that can travel on the SacRT system and has coordinated to provide shuttle services to/from cooling and warming centers and Project Room-key hotel sites. SacRT has revamped our fare inspection program to emphasize customer service. At the end of 2020, Mayor Darrell Steinberg announced his intent to create a city wide master plan for homeless housing solutions. The City of Sacramento (City) Council has unveiled potential sites to shelter homeless in their districts. The City is scheduled to vote on the Masterplan on August 10.

Brent Bernegger identified 3 light rail parking lots that the City is considering for safe parking locations: Franklin, Roseville Road and Florin. The program would allow the City to provide temporary living arrangements for individuals that qualify. The City would manage a safe housing program allowing only overnight stays to those who have a car, van, or RV, and the City would operate and maintain restrooms, and other services to help while finding the unhoused individual a more permanent solution. Mr. Bernegger provided a breakdown of the three sites in consideration:

Franklin Station: The site has 680 parking spaces available and pre-COVID utilization was at 50%. The lot was procured with Federal Transit Administration (FTA) funds, so use of this lot will require FTA's approval. The plan is to utilize 40-100 parking spaces for parking and services needed to operate the program.

Roseville Road: The site has 1,087 parking spaces and pre-COVID utilization was around 40%. The site was funded with Caltrans funds money and would need approval from Caltrans and concurrence from the FTA. The plan for this site is to carve out 100-300 spaces.

Florin Road: The site has 1,076 parking spaces and pre-COVID utilization was around 15%. The site was funded with FTA money, and their concurrence is required. The neighboring site has an open area without adequate fencing which could result in unsupervised spillover. SacRT will be leasing some of the parking spaces to PG&E for underground work. The request for this site is 125 cars.

Lisa Hinz provided overall concerns and considerations. Safety and security are SacRT's number one priority for its riders and employees. Providing shelter for the unhoused population in SacRT's rail parking lots will undoubtedly increase SacRT's

exposure to safety and security related events. SacRT riders and their perception of safety and security has been an ongoing issue for SacRT for decades. As SacRT tries to rebuild ridership, the customer's perception of safety and security is paramount. The CPUC oversees rail safety in California, and has expressed their concern over providing shelter to unhoused individuals in proximity to railroad tracks. It is their recommendation that SacRT provide its own security guards 24/7 to these locations in addition to what the City will be providing. People near SacRT's right of way are the potential for increase accidents, incidents, and occurrences. SacRT has already seen an increase in mental health related accidents this past year along its system. Providing safe parking for a segment of the homeless population warrants a discussion on the progress made on the issue of safety and security for our riders and their vehicles. SacRT has seen a \$700,000 increase for insurance for 2022, and fire, accident and/or crime in our parking lot will be responsibility of SacRT. Additionally, increased job duties and responsibilities for SacRT staff (rodent infestation, hazmat spill, suicide, or death) could prevent SacRT from being able to focus on providing transportation.

Chris Flores summarized the report noting that the City of Sacramento is scheduled to vote on the homeless siting masterplan on August 10, 2021. The City has identified 3 SacRT light rail station parking lots for potential safe parking locations. The City has requested the SacRT Board provide feedback on their proposal and provide parameters regarding potential sites such as number of parking spots, hours of operations, type of vehicles allowed, timeline for pilot, etc. The SacRT Board, state and federal regulators would have to approve any project before it could move forward.

The Clerk read into the record 13 written public comments from:

The Brown Cattle Company
Rebekah Evans – 80 Watt District/PBID
David Kuhnen – Watt Avenue Partnership/80 Watt District
Todd Berry – B & Z Properties, Inc.
Tina Dover – B & Z Properties, Inc.
John S. Foggy – Rocklin 65
Michael Ault – Downtown Sacramento Partnership
Deacon Dennis Gorsuch
Sharon Yoder – Yoder & Co., CPA
Mary Egan and Bob Thomas
Corey De Roo – Florin Road Partnership
James C. Young – Business Owner
Chris Evans – Antelope Business Community District

Director Budge stated that all jurisdictions have unhoused issues. Director Budge is very concerned that as SacRT tries to get back to a point where people are willing to ride SacRT, specifically light rail, that this is a significant block to increasing ridership that SacRT is striving for. Director Budge does not see this as fulfilling the goals of the District in creating choice ridership on the system and is sympathetic to the plights of

the business community. Many jurisdictions have law enforcement programs that try to help the local businesses deal with loitering, panhandling and vandalism of cars. Director Budge is hopeful that this item will come back to the SacRT Board for action.

Director Harris stated that SacRT needs to take action and the impacts of homelessness in Sacramento have become very dire. The impacts to business are undeniable and the impacts to SacRT are very strong. The Roseville Road area already has homeless camping. The idea is to create a safe ground scenario whereby you can apply safety, hygiene, and services to aid the situation. If the City and County of Sacramento do nothing, the extent of homelessness will increase dramatically and the impacts of the homeless population upon business and those in houses will become every more extreme. If safe space is not provided for the homeless, our problems get worse. It has already been demonstrated that the City can run safe ground and control the homeless population in the adjacent area. Taking no action and not allowing sites to be used is going to be at the detriment of the City and County, and we lose a great opportunity. Director Harris does not believe this will impact ridership negatively.

Director Serna expressed his concern about the process moving forward and the opportunity for the community to engage regarding this proposal before a decision is made by the SacRT Board. Mr. Flores noted that further conversation with the Board will occur after the City makes their decision on the location of the sites. Director Serna reiterated that SacRT will need to meet with business/property owners and the public to hear their comments with this proposal. Director Serna indicated that he previously visited the Roseville Road and Swanston sites, and that the Swanston site had more challenges than the Roseville Road site. Director Serna indicated that he is supportive of the concept but owes it to adjacent property owners and PBID representatives to make sure that they have every opportunity to fully understand what it is that is being proposed and be able to provide comments.

Director Nottoli stated there was an attachment to one of the letters dated July 1, 2021 from the Watt 80 District, addressed to the City of Sacramento, with questions regarding the proposal and is curious how this was brought to people's attention when it was cited that people only learned of this less than a week ago via the Staff Report that SacRT issued, or by some contact with SacRT staff. The questions are legitimate questions regarding siting and oversight at any of the proposed locations, and what rules are going to apply. Director Nottoli wanted to know what the role of the SacRT staff is in addressing these questions in the letter noting that the City Council will take this item up soon. Director Nottoli indicated that a lot of the sites are in the unincorporated area in Director Serna and Supervisor Desmond's districts.

Director Valenzuela responded to Director Nottoli's concerns noting that this is an evolving process, and the City will negotiate the safe grounds. The process has generally been to negotiate the agreement before final approval. Director Valenzuela indicated that she is currently negotiating with private landowners about these parameters which include answering the questions posed in the letter, the rules for the site, about a good neighbor policy, and standards and expectations before a final

decision is made by the entity for use of their site for safe camping/parking. Director Valenzuela indicated that a number of these questions have been answered through the City's existing safe grounds team. There are very clear standards and best practices that have evolved through those safe ground practices.

Brent Bernegger noted that what is important is to see if the SacRT Board wants staff to prioritize this program, and it would be helpful for staff to receive direction from the Board if this is the priority or whether to work on other projects.

Director Nottoli indicated that if the Board made this a priority, SacRT would engage the public in conversations regarding the facilitation of this project. Mr. Li noted that it is a team effort to work on this project understanding the comments from the Board and the public. Director Nottoli also wanted to know whether this would be a temporary or long term use of the property, and what if anything will be done to address people's choice not to take advantage of what is being offered at any location. He also wanted to know what latitude SacRT has if there is a spillover effect in relation to the transportation of people in providing for safe, secure, accessible, and affordable transportation for any who chose to use our service.

Director Schenirer noted that a single business or organization cannot solve the problem of homelessness. This solution has to be collective and regional because it is a regional challenge. The proposal that is being discussed today is part of a larger solution. The conversations within the City and the siting plan that is being done with the County will attack some of the issues with homelessness but not all. The business community and neighborhood are suffering. If nothing is done, it will only get worse. All of the questions in the public comment letter are reasonable questions and are all answerable. Director Schenirer is going to ask City staff to work with SacRT staff to provide answers to these questions. Director Schenirer provided information on the work he has done on the W/X shelter which will serve 100 individuals and is scheduled to be open in September. The shelter will first serve those most in proximity to the shelter. Through the process the City has created a good neighbor policy with input from the community which has been signed by the operator of the shelter as well as signed by the City. The shelter will have 24 hour security. Director Schenirer noted that the community must be engaged and thanked staff for their work on the project, and for their continued work on the project.

Director Valenzuela stated that no one is alright with what is happening on the streets of the City. The end solution is not safe grounds, but is housing and services where people can go that has all the amenities that people need more permanently. These sites are incredible opportunities. Director Valenzuela indicated that she has learned a lot going through this process and has figured out what needs to be put in place in the beginning to ensure success. Director Valenzuela offered to talk to anyone who wants to know more about safe grounds or would like a tour of a safe ground. Director Valenzuela encouraged the Board to try this even if it is in phases or as a pilot project noting that the City of Sacramento cannot do this by themselves because they do not have enough land or resources.

Director Howell noted that she appreciates all the comments. The SacRT Board had this same conversation a couple of years ago about the Florin Road light rail park and ride lot. The neighbors and businesses close by were not happy with the idea. The public and the business community need the opportunity to provide comment on this project, and be involved. All areas in this region have homelessness and each jurisdiction is working on it in a way that works for their community, but it appears that the City of Sacramento seems to be pushing this on the County. Director Howell suggested that SacRT would have to be a limited short-term basis (30 days), and see how it works, and then decide whether to continue the program.

Chair Miller provided an overview of issues to be addressed: indemnification/hold harmless; an agreement with SacRT with an agreed upon time that has an exit clause if this program does not fix the problem; a pilot phased approach to see how it works; loitering enforcement and whether the sites are fenced; need to understand the word “temporary”, which he believes is six months based on code definition; and would like consideration for restoration of the parking lots and the markings in the parking lots, and repairs to all damage mitigating the risk to the operating and capital funds.

Chair Miller understands that housing and mental health treatment and services, and drug addiction treatment and recovery is very important. Chair Miller agrees that it is best that we get help the people that we can help noting that those with cars are probably more receptive to help. Chair Miller supports the idea of giving this a try but would want to do it with some safety clauses for SacRT, especially if SacRT gets sued before, during or after the program.

Director Harris asked Staff if the Roseville Road site would require FTA approval and if so, what kind of time frame would be required to get said concurrence. Brent Bernegger indicated that the Roseville Road site would require FTA concurrence, and speculated that it might be 3 – 6 months to do so.

Director Schenirer asked to clarify next steps as summarized below:

Continue to work with the staff at the City, answer the questions from the Board, reach out to FTA, put together some plans for outreach to the business communities around the 3 sites and then come back to the Board once the City Council makes their decisions that these 3 sites are still on the list, and then talk about how to proceed from there.

Mr. Li indicated that Staff has already talked to FTA in anticipation of this direction and FTA indicated they want transit agencies to work with local governments to see what can be done. Mr. Li indicated that Staff would continue to work with the FTA. Staff has also talked with the CPUC.

8. GENERAL MANAGER'S REPORT

- 8.1 General Manager's Report
 - a. Major Project Updates
 - b. Capitol Corridor JPA Meeting Summary – June 16, 2021 (Miller)
 - c. Capitol Corridor JPA Special Meeting Summary – June 30, 2021 (Miller)
 - d. SacRT Meeting Calendar

Mr. Li stated that the Outstanding Transit System award looked SacRT's achievements over the last three years. This award is an agency-wide award and SacRT could not have done this without the dedicated team of employees that make the agency move every day, along with the strong leadership from the Board of Directors.

Mr. Li reminded everyone to continue to take the necessary precautions to protect and prevent the spread of COVID-19. The California Department of Health stated that since January COVID-19 cases have occurred among unvaccinated Californians. SacRT will be extending its free ride program to/from vaccination sites until the end of September. SacRT has also reinstated the policy that all SacRT employees, regardless of vaccination status, wear a mask indoors to help prevent the spread.

Mr. Li acknowledged the loss of a number of team members over the last year. He asked for a moment of silence in remembrance. He recognized Darryl Abansado as one of those team members who the Board was most familiar with.

Mr. Li noted that he, Chair Miller, and Vice Chair Kennedy toured the Siemens facility in South Sacramento. Siemens will officially begin production of SacRT's 20 new low-floor light rail vehicles soon. The SacRT Mobility Advisory Council was also able to recently tour the Siemens factory and provide insight on the S700 vehicles SacRT will be receiving.

Mr. Li acknowledged that July 26th is the 31st anniversary of when the Americans with Disabilities Act was signed into law. Mr. Li also acknowledged June 28th as the 1 year anniversary of SacRT GO paratransit services.

Mr. Li stated that on July 1, the City of Elk Grove officially annexed their transit services into SacRT. A ceremony was held at the Elk Grove bus yard for the kick-off. All 5 Elk Grove City Councilmembers and Director Nottoli attended the ceremony.

Mr. Li recognized Brent Bernegger on being named by the Sacramento Business Journal as a Chief Financial Officer of the Year honoree. Mr. Bernegger oversees SacRT's budget, grants, revenue, real estate, procurement, and retirement departments.

In closing his remarks, Mr. Li noted that he was joined by Congressman Ami Bera and Vice Chair Kennedy at the Mather Field/Mills light rail station. The House of

Representatives passed a historic surface transportation reauthorization bill that significantly increases transit funding levels above the baseline and that Congressman Bera inserted \$2 million specifically to support SacRT's light rail modernization project. Congress is still working out the details on the surface transportation reauthorization and a broader infrastructure package, and SacRT is hoping for swift action this summer. Additionally, Senator Padilla submitted a \$10 million request in support of our light rail modernization program. Congresswoman Matsui is helping SacRT to secure a \$25 million request from the Rebuilding American Infrastructure with Sustainability and Equity program.

9. REPORTS, IDEAS AND QUESTIONS FROM DIRECTORS, AND COMMUNICATIONS

Director Budge asked that the meeting be adjourned in the memory of Jim Notley for his service to the disabled community and for those working toward transit mobility,

10. CONTINUATION OF PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA (If Necessary)

11. ANNOUNCEMENT OF CLOSED SESSION ITEMS

12. RECESS TO CLOSED SESSION

The Board adjourned the Open Session portion of the meeting in memory of Jim Notley and recessed to Closed Session at 7:34 p.m.

Roll Call was taken at 7:40 via Webex. PRESENT: Directors Budge, Harris, Howell, Kennedy, Nottoli, Schenirer, Serna, Valenzuela, and Chair Miller. Absent: Directors Hume and Jennings.

13. CLOSED SESSION

13.1 Conference with Legal Counsel
Pursuant to Gov. Code Section 54956.9(b)
Anticipated Litigation

One Case

13.2 Conference with Labor Negotiator
Pursuant to Gov. Code Section 54957.6
District Negotiator: Stephen Booth

1) Employee Organization: ATU

14. RECONVENE IN OPEN SESSION

15. CLOSED SESSION REPORT

There was no Closed Session Report.

16. ADJOURN

As there was no further business to be conducted, the meeting was adjourned at 8:05 p.m.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: August 23, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Brent Bernegger, VP, Finance/CFO
SUBJ: TERMINATION OF EASEMENT FOR PARK AND RIDE SPACES AT LAKESIDE ESTATES

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Termination of easement agreement for 40 future park and ride spaces for transit passenger use at the corner of Harbour Point Drive and Maritime Drive (APN 119-1920-015) in Elk Grove.

FISCAL IMPACT

None

DISCUSSION

In 2001, Sacramento Regional Transit District (SacRT) and property owner, Sierra Calvine, L.L.C., entered into an agreement to reserve 40 parking spaces in a future development on the southwest corner of Harbour Point Drive and Maritime Drive to serve as a joint use park and ride facility for transit users. Currently, e-tran's local weekday hourly Route 111 stops across the intersection from this property. SacRT's Planning Department assessed the site and does not believe the park and ride spaces are necessary to support this or future service. SacRT owns an existing parking lot approximately one mile to the north (at the next I-5 exit) at Laguna Boulevard and Harbour Point Drive.

Sierra Calvine, L.L.C. has requested SacRT to terminate the easement agreement to allow the developer more space to build out an affordable housing rental project on the site. Staff recommends approving the attached Resolution.

RESOLUTION NO. 21-08-0094

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

August 23, 2021

TERMINATION OF EASEMENT FOR PARK AND RIDE SPACES AT LAKESIDE ESTATES

WHEREAS, Sierra Calvine, L.L.C. is the owner of Assessor Parcel Number 119-1920-015 over which Sacramento Regional Transit District (SacRT) was granted an easement to operate a Joint Use Park and Ride Facility for Lakeside Estates, which SacRT has determined it no longer needs.

WHEREAS, Sierra Calvine L.L.C. has requested that SacRT quitclaim its interest in the easement so that Sierra Calvine can use the easement area to build an affordable housing development on the parcel.

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

THAT, the General Manager/CEO is hereby authorized and directed to execute a quitclaim deed and full termination of the easement agreement and joint use park and ride agreement for the benefit of Lakeside Estates.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: August 23, 2021

TO: Sacramento Regional Transit Board of Directors

FROM: Carmen Alba, VP, Bus Operations

SUBJ: RATIFYING THE GENERAL MANAGER/CEO'S EXECUTION OF THE FIRST AMENDMENT TO THE CONTRACT FOR ON-CALL TOWING AND ROADSIDE ASSISTANCE BUS MAINTENANCE WITH GEORGE LITTLE INVESTMENTS, INC. DBA COLLEGE OAK TOWING AND APPROVING THE SECOND AMENDMENT

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approval will allow payment to be made for services authorized under the First Amendment executed by the General Manager/CEO. The Second Amendment will provide additional funds for services until expiration of the Contract December 27, 2021.

FISCAL IMPACT

Expense: Not to exceed \$75,000 through December 27, 2021. The cost of the additional service is included in the approved FY 2021-2022 Bus Maintenance Operating Budget.

DISCUSSION

On November 16, 2018, SacRT entered into a contract for on-call towing and roadside assistance with George Little Investments, Inc. dba College Oak Towing for a 3-year period beginning December 28, 2018, and ending December 27, 2021. The contract was awarded in the amount of \$145,000 based on the estimated quantities provided in the solicitation document. Payment is made on an hourly-rate basis based on services actually performed.

SacRT requires on-call towing and roadside assistance services that meet its operational needs on a 24 hour, 7 days a week, 365 days a year response basis.

Due to recent vehicle additions and new services performed under the Contract with Elk Grove and the SacRT GO paratransit services, there has been an increase in demand for on-call towing and roadside assistance. SacRT has increased its fleet size by 88% (additional 205 vehicles) since July 1, 2019.

In July 2021, Staff determined that there were not sufficient funds remaining in the Contract to provide services through the end of the Contract term or to provide services

until the next regularly-scheduled Board meeting. To avoid a disruption in services, the General Manager/CEO executed the First Amendment to the Contract to add \$15,000 to cover anticipated needs until the next Board meeting. Because the amendment increased the value of the Contract to over \$150,000, execution of the amendment was beyond the General Manager/CEO's authority. Consistent with the terms of the Procurement Ordinance, Staff is requesting that the Board ratify this action by the General Manager/CEO to allow payment to be made to the Contractor for services rendered.

In addition, Staff is requesting Board approval of a Second Amendment to the Contract to add an additional \$60,000 to ensure there are sufficient funds for services through the Contract expiration. A new solicitation will be conducted in the near future for services beyond December 27, 2021.

RESOLUTION NO. 21-08-0095

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

August 23, 2021

RATIFYING THE GENERAL MANAGER/CEO'S EXECUTION OF THE FIRST AMENDMENT TO THE CONTRACT FOR ON-CALL TOWING AND ROADSIDE ASSISTANCE BUS MAINTENANCE WITH GEORGE LITTLE INVESTMENTS, INC. DBA COLLEGE OAK TOWING AND APPROVING THE SECOND AMENDMENT

WHEREAS, Section 1.105 of the Procurement Ordinance (18-08-01) permits ratification of an unauthorized procurement under specified circumstances; and

WHEREAS, due to an 88% increase in SacRT's vehicle fleet since July 1, 2019, SacRT's needs for vehicle towing have increased significantly; and

WHEREAS, in order to ensure continuity of needed services, the General Manager/CEO executed a First Amendment to the Contract for On-Call Towing and Roadside Assistance (Bus Maintenance) ("Contract"); and

WHEREAS, pursuant to 1.505 of the Procurement Ordinance, an amendment to a Contract that raises the total consideration above the threshold for a formal solicitation is permitted only under specified circumstances.

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

THAT, in accordance with Section 1.505 of the Procurement Ordinance, the Board hereby finds that (1) there was not improper procurement splitting; and (2) an amendment to the Contract is required solely to increase the total consideration due to an unforeseeable change in the estimated quantities, without a change in the scope of work, and the unit price remains fair and reasonable even for the increased quantity; and

THAT, the action of the General Manager/CEO in approving the First Amendment to the Contract for On-Call Towing and Roadside Assistance (Bus Maintenance) by and between the Sacramento Regional Transit District ("SacRT") and George Little Investments, Inc. dba College Oak Towing ("Contractor"), whereby the total consideration was increased by \$15,000, from \$145,000 to \$160,000, is hereby ratified.

THAT, the Second Amendment to the Contract for On-Call Towing and Roadside Assistance (Bus Maintenance) by and between the Sacramento Regional Transit District ("SacRT") and George Little Investments, Inc. dba College Oak Towing ("Contractor"), whereby the total consideration is increased by \$60,000, from \$160,000 to \$220,000 is hereby approved.

THAT, the General Manager/CEO is hereby authorized and directed to execute the Second Amendment.

STEVE MILLER , Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: August 23, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Devra Selenis, VP, Communications and Partnerships
SUBJ: SUSPENDING FARES FOR ONE WEEK ON THE AIRPORT EXPRESS BUS ROUTE 142 TO ENCOURAGE RIDERSHIP

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approving free rides for one week, from Sunday, August 29 through Saturday, September 4, 2021, on the Airport Express Route 142, will help raise awareness of the route and encourage ridership on the relaunched service.

FISCAL IMPACT

The fiscal impact for free rides on Route 142 for one week (7 days) is estimated at approximately \$1,036. The estimate is conservatively based on 100 rides per day on the Airport Express and SacRT's systemwide average fare of \$1.48 per ride for the seven-day period of the promotion (700 rides x \$1.48). This potential reduction represents less than 0.01% of the total \$11,847,000 of fare revenue budgeted for FY 2021-2022.

DISCUSSION

In January 2020, the Airport Express bus service was launched. Unfortunately, two months later, the COVID-19 pandemic caused a dramatic impact on travel and ridership. As a result, SacRT temporarily suspended the Airport Express Route 142 in April 2020.

With transit ridership starting to increase and travel nearing pre-pandemic levels, SacRT will be relaunching the Airport Express bus service on Sunday, August 29, 2021. To regenerate interest in the Airport Express service, Staff is seeking Board approval to institute free rides for the first week of the re-launched service. The free rides will only be valid on SacRT's Airport Express Route 142 for customers traveling between downtown Sacramento and the Sacramento International Airport from Sunday, August 29 through Saturday, September 4, 2021.

RESOLUTION NO. 21-08-0096

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

August 23, 2021

**SUSPENDING FARES FOR ONE WEEK ON THE AIRPORT EXPRESS BUS ROUTE
142 TO ENCOURAGE RIDERSHIP**

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

THAT, to promote ridership on the Sacramento Regional Transit District's (SacRT) relaunched Airport Express bus service, from Sunday, August 29 through Saturday, September 4, 2021, no person will be charged the otherwise Applicable Fare to ride on Route 142.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: August 23, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Brent Bernegger, VP, Finance/CFO
SUBJ: SECOND AMENDMENT TO FISCAL YEAR 2022 CAPITAL BUDGET

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approval of the Second Amendment would increase the FY 22 Capital Budget by \$557,270 for various capital projects as outlined below and allows Staff to request additional federal, state, and/or local funding to complete the projects.

FISCAL IMPACT

Approval of the Second Amendment would increase the FY 22 Capital Budget by \$557,270 for various capital projects as outlined below. Under the Board-adopted budget procedures (Title VI of the Administrative Code), the General Manager/CEO can apply for grant assistance only for projects included in the Board-approved Operating or Capital Budget. Adding these projects to the Capital Budget will allow Staff to seek funding opportunities for these projects.

DISCUSSION

The original FY 22 Capital Budget was \$1,235,908,723. The First Amendment in the amount of \$43,520 was approved by the Board on July 26, 2021, which brought the FY 22 Capital Budget to \$1,235,952,243. This Second Amendment will increase the Capital Budget by an additional \$557,270 bringing the total of the new FY 22 Capital Budget to \$1,236,509,513.

SacRT's annual budgeting process includes Board adoption of a budget that reflects SacRT's expected funding at the time of preparation. Periodically, changes to funding sources, funding amounts, or SacRT's priorities require revisions to the budget. Staff has identified necessary revisions as described below.

- **Relocation of OCS Pole at 10th and O Street (A022) - \$10,000:** Department of General Services' (DGS) contractor to relocate SacRT's existing overhead contact system (OCS) pole #F0412 located on the north side of O Street between 10th & 11th Streets to facilitate landscape design for a new State Office Building.

- **Richards Boulevard Office Complex (A024) - \$50,000:** DGS is currently designing and constructing the Richards Boulevard Office Complex Project (“PROJECT”). DGS’s contractor will temporarily remove SacRT’s bus stop on Richards Boulevard to replace the sidewalk and later relocate that stop and also design and construct modification of SacRT’s overhead contact system (OCS) and signaling system for its light rail service due to changes in the roadway design arising from the project design and construction.
- **Safety and Light Rail Portable Radio Replacement (T069) - \$417,895:** Purchase replacement portable radios for the following departments: 25 Radios for Police Services (Encryption Enabled); 4 Radios for Safety (Encryption Enabled); 15 Radios for SOC (Encryption Enabled); 45 Radios for TA, Leads, TOs (Encryption Enabled); and 25 Radios for Light Rail.
- **Facilities Trailer Replacement (F034) - \$79,375:** Replacement of 2 aging and corroding Facilities trailers used five times a week to run contracted Sheriff’s Work Crews.

RESOLUTION NO. 21-08-0097

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

August 23, 2021

SECOND AMENDMENT TO FISCAL YEAR 2022 CAPITAL BUDGET

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

THAT, the Board hereby approves the Second Amendment to the Fiscal Year 2022 Capital Budget as set out in Exhibit A.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

Exhibit A: Summary of Amendment 2 changes to FY22 Capital Budget

ID	Project Name	FY22 Budget	FY22 Budget - with Amend 1	FY22 Capital Budget Change				Fund Source	
				FY22 Capital Budget Change	Federal	State	Local		TBD
A022	Relocation of OCS Pole at 10th and O Street	0	10,000	10,000	0	0	10,000		Project Funded through contract with DGS
A024	Richards Boulevard Office Complex	0	50,000	50,000			50,000		Project Funded through contract with DGS
T069	Safety and Light Rail Portable Radio Replacement	0	417,895	417,895			417,895		STA
F034	Facilities Trailer Replacement	0	79,375	79,375					TBD
		\$ -	\$ 557,270	\$ 557,270	\$ -	\$ -	\$ 477,895	\$ -	



STAFF REPORT

DATE: August 23, 2021

TO: Sacramento Regional Transit Board of Directors

FROM: Steve Booth, AVP, Human Resources and Labor Relations

SUBJ: DELEGATION OF AUTHORITY TO THE GENERAL MANAGER/CEO TO AWARD CONTRACTS FOR PRE-EMPLOYMENT AND DOT/DMV CERTIFICATION MEDICAL EXAMINATIONS, PRESCRIPTION DRUG SAFETY REVIEWS, AND EVALUATION OF JOB DESCRIPTION PHYSICAL REQUIREMENTS

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

The action would allow Staff to complete the formal solicitation process and provide flexibility for the General Manager/CEO to award new contracts before the current contract expires on September 30, 2021.

FISCAL IMPACT

Total fiscal impact over the contract term of five years will be \$1,200,000.00 . The approved FY 2021-2022 Operating Budget includes \$152,000 for these services, an amount that was based on prior year utilization and costs. Based on the preliminary review of the proposals received, this amount may be insufficient, depending on actual number of exams required. If the cost for these services is projected to exceed the available budget, an Operating Budget amendment(s) will be brought to the Board for approval if required. The cost for these services in future years will be included in the annual Operating Budgets presented to the Board for approval each year.

DISCUSSION

Sacramento Regional Transit District (SacRT) requires pre-employment medical examinations for applicants in designated job classifications. Pre-employment medical examinations are conducted to determine an applicant's ability to perform the physical demands of the job classification. In addition, employees required to have a commercial driver's license as a condition of employment must have a medical exam at least every two years to maintain the license in accordance with DMV requirements.

In addition, employees performing safety-sensitive work as defined by the Federal Transit Administration (FTA)(49 C.F.R Part 655) are subject to federally-regulated drug and alcohol testing (pre-employment, random, and reasonable suspicion). As part of that process, in accordance with DOT Drug Testing Regulation 49 C.F.R. Section

40.327, the Medical Review Officer (MRO) is required to report medical information learned as part of the drug testing result verification process regarding the use by an applicant/employee of medication(s) and/or condition(s) that may pose significant safety risk or make the individual medically unqualified for a safety-sensitive position as defined by the FTA. A Prescription Drug Safety Review Exam is necessary to determine whether an employee properly using medication(s) prescribed for them is likely to pose a significant safety risk in the continued performance of their safety-sensitive function.

At times, there is a need to have the physical/medical requirements for positions reviewed to determine if exam/testing protocols need to be updated and review job-related medical and physical standards for new and revised job descriptions on an ongoing basis to determine whether the exam/testing protocols are validated.

SacRT previously had a contract in place for 5 years (from June 2015 to June 2020) with Sutter Medical Foundation for examination services. That contract was extended an additional six months, to December 31, 2020, to allow time for competitive solicitation of a new contract. After two Request for Proposals (RFP) solicitations in which no responsive proposals were received, SacRT entered into a short-term contract with Dignity Health to administer its medical examinations, which has already been extended once and now expires on September 30, 2021.

The most recent (fourth) RFP was released on July 7, 2021, with responses due July 23, 2021. The RFP provides that SacRT may award multiple contracts for a five-year term to the qualified proposers. Staff is currently completing the evaluation process, which may be followed by negotiations before a contract or contracts could be awarded.

SacRT requires these services for operators to maintain their medical clearance and for SacRT to have the ability to continue critical hiring without a lapse in service and to remain in compliance with Federal regulations. Given the difficulty that SacRT has had in obtaining a long-term contractor for these services over the last year, flexibility to enter into a new contract or contracts as expeditiously as possible is critical.

Staff requests the Board to delegate authority to the General Manager/CEO to award a contract or contracts for these services after evaluations and negotiations are complete to ensure there is not a lapse in these required services.

RESOLUTION NO. 21-08-0098

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

August 23, 2021

DELEGATION OF AUTHORITY TO THE GENERAL MANAGER/CEO TO AWARD CONTRACTS FOR PRE-EMPLOYMENT AND DOT/DMV CERTIFICATION MEDICAL EXAMINATIONS, PRESCRIPTION DRUG SAFETY REVIEWS, AND EVALUATION OF JOB DESCRIPTION PHYSICAL REQUIREMENTS

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

THAT, the Board hereby delegates authority to the General Manager/CEO to award and execute a contract or contracts for Pre-Employment and DOT/DMV Certification Medical Examinations, Prescription Drug Safety Reviews, and Evaluation of Job Description Physical Requirements upon conclusion of the formal solicitation process and determination of the most-qualified proposer or proposers in accordance with the specified evaluation criteria.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: August 23, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Brent Bernegger, VP, Finance/CFO
SUBJ: TEMPORARILY REDUCING FARES FOR ON-BOARD LIGHT RAIL SINGLE RIDE TICKET AND ON-BOARD LIGHT RAIL DISCOUNT SINGLE RIDE TICKET

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

The recommended action will temporarily reduce the temporary On-Board Light Rail Single Ride Ticket fare and temporary On-Board Light Rail Discount Single Ride Ticket to \$1.00 for both full fare and eligible discount passengers to promote the new contactless fare payment system, ensure a successful demonstration, and provide sufficient data for examination of the contactless fare payment system.

FISCAL IMPACT

Staff anticipates that no more than 1,000 passengers per day will take advantage of the reduced fare during the month of September 2021 (30 days). Assuming SacRT provides 1,000 reduced fares per day and if all 1,000 passengers receive the full \$1.50 reduction in fare, the promotional fare could reduce fare revenue by as much as \$45,000 over the 30-day period. This potential reduction represents less than 0.4% of the total \$11,847,000 fare revenue budgeted for FY 2021-2022. This does not account for any new ridership or other increased ridership due to the fare.

DISCUSSION

SacRT recently launched a new contactless fare payment system in partnership with the California Integrated Travel Project (Cal-ITP). The fare payment system allows passengers to purchase fares using their contactless credit/debit card or payment-enabled smart device (phone, watch, etc.) on board light rail vehicles. The first phase of the program was limited to the Green Line only to test the hardware and software in a live environment. The system has performed well, and SacRT is now ready to launch the contactless payment system on the Blue Line and Gold Line.

Staff is working with Cal-ITP to develop a robust marketing and outreach program to promote use of the contactless payment system. It is imperative that the new system reach as many passengers as possible to provide Staff and Cal-ITP with adequate

feedback in assisting with system updates, improvements, and long-term decisions regarding the viability of the demonstration program.

As an additional way of promoting use of the demonstration program, Staff is recommending that the Board approve a temporary fare reduction for users of the contactless fare payment system. If approved, Staff would launch a 30-day promotional fare reduction during the month of September 2021, reducing the applicable fare to \$1.00 for anyone (full fare and discount) who chooses to purchase their fare using the contactless fare payment system.

RESOLUTION NO. 21-08-0099

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

August 23, 2021

TEMPORARILY REDUCING FARES FOR ON-BOARD LIGHT RAIL SINGLE RIDE TICKET AND ON-BOARD LIGHT RAIL DISCOUNT SINGLE RIDE TICKET

WHEREAS, the Board wishes to promote participation by passengers in the demonstration contactless fare payment system on SacRT's light rail system; and

WHEREAS, offering a reduced fare for the contactless fare payment system on a temporary basis may promote participation in the demonstration program.

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

THAT, notwithstanding anything to the contrary in Resolution Nos. 21-04-0033 and 21-06-0074, for the period beginning September 1, 2021 and ending September 30, 2021, the Fare for both the On-Board Light Rail Single Ride Ticket and On-Board Light Rail Discount Single Ride Ticket will be \$1.00.

THAT, prior to September 1, 2021 and for the period beginning October 1, 2021 and ending December 29, 2021 (six months after the public launch of the contactless fare system), the Fares set forth in Resolution Nos. 21-04-0033 and 21-06-0074 will apply to the foregoing fare types.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: August 23, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Carmen Alba, VP, Bus Operations
SUBJ: CONDITIONALLY APPROVING SOLE SOURCE PROCUREMENT OF RADIO EQUIPMENT FROM MOTOROLA UNDER THE COUNTY OF SACRAMENTO MASTER AGREEMENT

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Conditionally approving the recommended action will allow Sacramento Regional Transit District (SacRT) to purchase radio equipment for Police Services, Transit Agents, SOC employees, and Light Rail Operators once funding is identified.

FISCAL IMPACT

The total cost to purchase these radios is not to exceed \$398,796.75. This expenditure is not included in the approved FY 2021-2022 Budget. Staff is researching funding options. The Capital Budget amendment being considered by the Board at the same meeting includes this project. At the time funding is identified, the contract with Motorola will be executed.

DISCUSSION

The SacRT Board of Directors approved entering into an agreement with the County of Sacramento on October 13, 1993, for the countywide public safety radio system under the Sacramento Regional Radio Communications System (SRRCS) Licensing Agreement. In October 2020, the Board delegated authority to the General Manager/CEO to enter into a new licensing agreement to extend SacRT's participation for an additional 10 years.

As part of the Licensing Agreement, all SRRCS parties share the annual operating expenses of the shared radio system. Each party to the radio licensing agreement is responsible for maintenance and replacement of unshared system components, such as individual radios, dispatch consoles, and services. Motorola Wireless is the sole and exclusive provider of radio equipment for the SRRCS and SacRT must use Motorola equipment and, specifically, Motorola P25 radio equipment, to use the system. The County has a master contract with Motorola Wireless in place that SacRT can use to purchase equipment at a discount.

The existing radios in use are P25-compatible but are not encryption enabled.

On October 12, 2020, a bulletin from Attorney General Xavier Becerra and the California Department of Justice Information Services was disseminated that defines the allowable access of Personal Identifying Information (PII) and Criminal Justice Information (CJI) accessible to authorized law enforcement personnel through the California Law Enforcement Telecommunications System (CLETS), which provides criminal histories, driver records, and other databases.

The bulletin specifically defined the allowable “access”: *Only authorized law enforcement, criminal justice personnel or their lawfully-authorized designees may use a CLETS terminal or have access to information derived from CLETS. Any information from CLETS is confidential and for official use only. Access is defined as the ability to hear or view any information provided through CLETS.*

To maintain compliance with the bulletin until encrypted radios are purchased, SacRT Police Services personnel have had to repeatedly break up their radio transmissions when providing and requesting CJI and PII information on unencrypted radio frequencies to allow the frequency to re-scramble, which is a time-consuming process.

Purchasing 85 replacement encrypted radios will allow for secure communication and faster response times.

This procurement will also replace 25 portable radios for Light Rail Operators. These radios are older and have been problematic to keep in operational condition.

This procurement will replace 110 current radios in service. The replaced radios will be evaluated for reuse or disposal through the surplus process.

RESOLUTION NO. 21-08-0100

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

August 23, 2021

CONDITIONALLY APPROVING SOLE SOURCE PROCUREMENT OF RADIO EQUIPMENT FROM MOTOROLA UNDER THE COUNTY OF SACRAMENTO MASTER AGREEMENT

WHEREAS, in accordance with Section 1.405.B.1 of the Sacramento Regional Transit District Procurement Ordinance, a sole source procurement is permitted upon a determination that the services only available from the manufacturer and a finding that it would be futile to seek competition; and

WHEREAS, SacRT has participated in the County of Sacramento regional radio system since 1993 to ensure effective communications in emergency situations and the regional radio system uses proprietary equipment manufactured by Motorola; and

WHEREAS, SacRT has a need for additional radio equipment to ensure compliance with state encryption requirements for personal data transmitted for law enforcement purposes; and

WHEREAS, a portion of SacRT's existing radio equipment is aging and is not cost-effective to continue repairing.

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

THAT, pursuant to Section 1.405.B.1 of SacRT Procurement Ordinance, sole source procurement is authorized because only one equipment manufacturer can provide a product that is compatible with SacRT's existing radio system.

THAT, the Contract with Motorola Wireless, Inc. for the purchase of 110 mobile radios, plus miscellaneous hardware and programming services, using County of Sacramento Open Item Contract Number WA00034181, for the amount not to exceed \$398,796.75, plus applicable state and local sales tax, is hereby approved, conditioned on identification of funding for the Contract.

THAT, the General Manager/CEO is hereby authorized to execute the foregoing Contract.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: August 23, 2021

TO: Sacramento Regional Transit Board of Directors

FROM: Laura Ham, VP, Planning and Engineering

SUBJ: CONDITIONALLY APPROVE WORK ORDER NO. 6 TO THE CONTRACT FOR GENERAL ENGINEERING SUPPORT SERVICES - 2020 FOR THE WATT I-80 TRANSIT CENTER DESIGN PROJECT WITH MARK THOMAS AND COMPANY, INC.

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Conditionally approve Work Order No. 6 to the Contract for General Engineering Support Services – 2020 with Mark Thomas and Company, Inc. for the Watt I-80 Transit Center Design Project.

FISCAL IMPACT

Work Order No. 6 will provide for Mark Thomas to complete preliminary engineering for the Watt I-80 Transit Center Design Project. The total cost of these services is not to exceed \$302,214.83. Work Order No. 6 will continue work that Mark Thomas previously performed under Work Order No. 21 under the Contract for General Engineering Support Services – 2016. Upon approval of Work Order No. 6, Work Order No. 21 will be terminated and the remaining funds of \$302,221.53 will be shifted to the new Work Order No. 6. There is no net fiscal impact. Final design will require additional funding and will be under a separate Work Order.

The current hard construction cost estimate for the improvements that will be designed under the Work Order is \$14,000,000. The total project (inclusive of design and construction support costs as well as internal labor) is projected to cost approximately \$19,000,000. Approximately \$10,100,000 of capital project funding has been identified and is available. Staff is actively seeking additional funding to complete the construction of these improvements.

DISCUSSION

The current Watt I-80 Transit Center is one of the busiest transfer centers in the Sacramento region. It has been prone to safety and security issues throughout the years and has attracted criminal activity because of the location of the Transit Center, which is situated both above and below a major freeway, with steep enclosed stairwells, and in a high-crime community.

SacRT completed a visioning effort to re-imagine the Watt/I-80 Transit Center in 2018 with participation by a range of community stakeholders. With the community-envisioned upgrades, this facility will attract and accommodate more riders, as well as accommodate additional bus service from regional operators and expansion of high-capacity transit connecting to American River College, Arden-Arcade, Citrus Heights, McClellan Park, and North Highlands.

On February 10, 2020, the Board delegated authority to the GM/CEO to award Work Order No. 21 under the 2016 General Engineering Support Services Contract for preliminary and final engineering for the Watt I-80 Transit Design Project. However, after internal review, valid concerns were brought up that require significant design modifications and additional preliminary engineering. The updated design will expand the scope and will include a structure widening. The revised design approach will require additional coordination with Caltrans, additional upgrades to the connection on the east side of Watt Avenue (new open stairwell, colored concrete plaza), upgrades to the area under Watt Avenue to increase safety, and the addition of upgrades to the operator bathrooms and breakroom at the station.

This re-design and further coordination is additional work that was not included in the scope or cost for Work Order No. 21. Since Work Order No. 21 is under an expired Contract, an amendment cannot be executed. Therefore, Work Order No. 21 will be terminated, and the remaining funds will be transferred to the new Work Order No. 6 under the current 2020 General Engineering Support Services Contract. An additional Work Order for final design will be brought to the Board in the future for approval. Finance is currently reviewing the indirect cost rates for a subconsultant added for required specialty skills. Approval of the Work Order is conditional upon the outcome of the review by Finance.

Staff recommends conditionally approving Work Order No. 6 to the Contract for General Engineering Support Services – 2020 with Mark Thomas and Company, Inc. for the Watt I-80 Transit Center Design Project.

RESOLUTION NO. 21-08-0101

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

August 23, 2021

CONDITIONALLY APPROVE WORK ORDER NO. 6 TO THE CONTRACT FOR GENERAL ENGINEERING SUPPORT SERVICES - 2020 FOR THE WATT I-80 TRANSIT CENTER DESIGN PROJECT WITH MARK THOMAS AND COMPANY, INC.

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

THAT, Work Order No. 6 to the Contract for General Engineering Support Services - 2020 between the Sacramento Regional Transit District, therein referred to as "SacRT," and Mark Thomas & Company, Inc., therein referred to as "Consultant," whereby Consultant agrees to provide Preliminary Engineering for the Watt I-80 Transit Center Improvements Project, for a total amount not to exceed \$302,214.83, is hereby approved, conditioned upon review and acceptance of the indirect cost rates proposed for the new subconsultant not included in Consultant's Proposal.

THAT, the General Manager/CEO is hereby authorized and directed to execute Work Order No. 6 upon satisfaction of the foregoing condition.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: August 23, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Olga Sanchez-Ochoa, General Counsel
SUBJ: AMENDING AND RESTATING TITLE VIII OF THE ADMINISTRATIVE CODE PERTAINING TO EMPLOYEE AND DIRECTOR EXPENSE REIMBURSEMENT AND DIRECTOR COMPENSATION

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

The recommended action would (a) redefine what constitutes a “coach class” fare to better reflect the current airline trends and allows employees and directors to book one of a variety of new subcategories offered within what was the traditional “coach class”; and (b) modify the lodging reimbursement to allow for reimbursement at the “best available rate” rather than “single occupancy rate,” also to better reflect current lodging trends.

FISCAL IMPACT

Because the amended and restated Administrative Code would permit employees and directors to select a higher (and potentially more expensive) subclass of airline ticket beyond basic economy, SacRT may incur slightly higher costs for travel in the future. These costs are difficult to quantify due to the uncertainty regarding how often employees will travel by air and how many employees may opt for higher-priced fare sub-categories.

DISCUSSION

Prior to 2019, Title VIII of the Administrative Code required employees to purchase the “lowest available fare” for airline travel. In 2019, the Administrative Code was updated to allow employee and directors who travel to have flexibility with their reimbursements when selecting flights to best fit their schedules and SacRT’s business needs even if not the lowest-priced. In addition, the Administrative Code was amended to allow for reimbursement for now-customary airline fees such as seat selection and checked bags. The 2019 policy still required employees to purchase a “coach” fare, with no language provided for the process for reimbursement for a lower amount when employees or directors book a higher-class fare on their own.

As air travel options continue to evolve, the term “coach” has lost a clear and unambiguous meaning, with airlines now further dividing the prior “coach” class into additional categories such as “Basic Economy,” “Economy Light,” “Economy”, “Premium

Economy” or “Business Select” (a Southwest-specific term providing no traditional “Business Class” amenities) or an equivalent category with a different name depending on the carrier. These various categories can affect the location and characteristics of seating on the plane, the ability to obtain ticket refunds, and the ability to select seats or included checked bags without separate fees. Depending on the airline, the additional cost of paying for these features when booking the lowest economy fare may even result in a higher total cost than just booking a higher fare category.

These new categories are not what was historically referred to “Business Class” or “First-Class” category with a significantly higher cost and “perks”; they are fare categories higher than the lowest economy fare, with minor additional features such as seat selection, slightly larger seats, baggage allowance, and the ability to refund the flights. Refunding flights is very important in this COVID environment.

Staff is proposing three changes to the Administrative Code, two related to air travel and one related to lodging:

- (1) Allowing employees to select and be reimbursed for any “Economy” class fare, which will be defined to include the additional subcategories set out above, including the higher-cost “Premium Economy” or “Business Select” subcategories;
- (2) Providing that, if an employee or director books a Business Class or First-Class fare on their own, they will now be eligible for reimbursement for an amount equal to what it would have cost to book an eligible “Economy” class ticket, defined to include the additional subcategories set out above, on the same flight, if sufficient documentation is provided.
- (3) The existing language related to lodging limits reimbursement to the “single occupancy” rate, which is not reflective of current lodging trends (which are generally based on a default of double occupancy. Language would be retained that requires employees and directors to pay the differential for a more expensive room type or for additional charges related to non-employee/director guests.

Staff recommends that the Board adopt the Amended and Restated Title VIII.

RESOLUTION NO. 21-08-0102

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

August 23, 2021

**AMENDING AND RESTATING TITLE VIII OF THE ADMINISTRATIVE CODE
PERTAINING TO EMPLOYEE AND DIRECTOR EXPENSE REIMBURSEMENT AND
DIRECTOR COMPENSATION**

WHEREAS, *California Public Utilities Code Section 102121* authorizes this Board to establish rules for the management of Sacramento Regional Transit (SacRT); and

WHEREAS, *California Public Utilities Code Section 99156* authorizes transit districts to provide director compensation and reimburse director expenses when a director is engaged in SacRT business if such compensation/expenses are approved in advance by the transit district's governing board; and

WHEREAS, by Resolution No. 97-01-2764, adopted on January 13, 1997, this Board adopted Chapters 1 through 6 of Title VIII of the SacRT Administrative Code setting out SacRT's policy for expense reimbursement and director compensation; and

WHEREAS, Title VIII was subsequently amended by Resolution No. 00-06-0157, Resolution No. 06-01-0017; and

WHEREAS, Title VIII was subsequently amended and restated by Resolution 19-08-0095; and

WHEREAS, this Board desires to again amend and restate Title VIII to modify the Administrative Code to authorize SacRT employees and directors to purchase and obtain reimbursement for the economy fare option that provides the most economical and practical fare, with consideration of all relevant factors, and provide a mechanism for employees and directors to be reimbursed for a portion of the cost of purchasing a Business Class or First-Class fare option.

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

THAT, Resolution No. 19-08-0095 is hereby repealed.

THAT, Title VIII of the SacRT Administrative Code shall read as follows:

**TITLE VIII – EMPLOYEE AND DIRECTOR EXPENSE REIMBURSEMENT AND
DIRECTOR COMPENSATION**

CHAPTER 1

INTRODUCTION

§8.111 Purpose

This Title sets forth the terms and conditions under which: (a) a member of the SacRT Board (hereinafter director) and SacRT employees receive reimbursement for actual, reasonable and necessary expenses incurred during travel on SacRT business.; and (b) a director may receive compensation for attendance at SacRT meetings.

§8.112 Scope

These procedures and policies are applicable to all officers and employees of SacRT. For employees represented by the Amalgamated Transit Union Local 256 or the International Brotherhood of Electrical Workers Local 1245, the expense reimbursement provisions agreed upon in the current contract will supersede the policies enumerated herewith.

§8.113 Discretionary Authority

The General Manager/CEO, or acting equivalent in his/her absence, may exercise discretionary authority and approve SacRT expenses not covered in this policy. These expenses must be substantiated with necessary explanatory documentation.

CHAPTER 2

REIMBURSABLE EXPENDITURES

§8.211 Ground Transportation

- a. Business use of a personal automobile is reimbursable at the same rate-per-mile as allowed by the Internal Revenue Service.
- b. Costs of taxicabs, airport limousine services and public transit necessary to reach destinations required for SacRT business are reimbursable if supported by receipts.
- c. Automobile rentals, when other forms of ground transportation are not reasonably convenient, will be reimbursed at actual cost, if supported by a receipt. SacRT employees and directors should request government or group discounts for automobile rentals, whenever such rates are available. Authorization for automobile rentals must be secured in advance from the General Manager/CEO or Director of Finance/Treasury by using Form RT205 (Authorization for Rental of Vehicle). Car rentals made on an emergency basis will be considered for reimbursement by the General Manager/CEO on a case-by-case basis.
- d. Automobile parking fees are reimbursable at actual cost if supported by receipts.
- e. Bridge and highway tolls are reimbursable at actual cost if supported by a receipt.

§8.212 Travel on Common Carriers

- a. If SacRT has a travel agency under contract, all reservations for intercity travel by common carriers (airplane, intercity bus, and rail) will be made through such agency. If SacRT does not have a travel agency under contract, employees and directors may independently reserve intercity travel using either their own credit card or a Procurement Credit Card. In general, intercity travel of more than 100 miles should be by airplane, and intercity travel of less than 100 miles should be by automobile, bus or rail. Subject to the exception noted below, any individual or entity booking travel for a SacRT employee or director (either directly or through an intermediary – e.g., another SacRT employee using an agency credit card or through a travel agency) must purchase the most economical and practical Economy class fare, taking into consideration convenience factors such as refundability, passenger comfort, travel time, and fees for seat selection and checked baggage, if such baggage is needed based on the duration and function of the trip, whether fees for such benefits are included in the fare type or imposed as a surcharge. Employees or directors will receive reimbursement for the full cost of an Economy class fare meeting these requirements, including surcharges or convenience fees.

For purposes of this Administrative Code, "Economy" class is defined to include: basic economy, economy light, premium economy, business select (for Southwest only) or equivalent.

Individuals or entities booking intercity travel for SacRT employees and directors should seek government or group rates, where such rates are available and consider those rates in determining the most practical and economical option.

SacRT employees and directors who choose to purchase Business or First Class fare may be reimbursed up to eligible Economy class fare, inclusive of any accompanying fees and surcharges that would have been added to provide the most economical and practical Economy fare, on the condition that adequate, verifiable, contemporaneous documentation is provided that substantiates what the Economy class fare would have been if selected. If adequate documentation is not provided, SacRT may deny any reimbursement for the air travel; therefore, it is recommended that the employee or director request verification of the adequacy of the documentation in advance of any purchase. In no event will SacRT reimburse or authorize payment for an amount greater than the authorized Economy class fare when the employee or director chooses to purchase a Business Class or First-Class fare option.

- b. For in-state travel, employees will be allowed a maximum of one-half day of paid time for travel in each direction. For out-of-state travel within North America, the maximum paid time allowed is one day in each direction. Should the employee elect to travel by a slower mode of transportation, or make stops in route that would exceed these limits, the additional time must be taken as vacation or floating holiday.
- c. If employees elect to extend their stay one or two weekend days in order to secure a lower airfare, they will be entitled to reimbursement for food and lodging costs during the weekend only if the difference in airfare between the lowest weekly rate and the lower weekend rate is more than the additional food and lodging costs, and extending their stay would not invalidate the government lodging rate.

§8.213 Lodging

- a. Lodging is reimbursed at the best available rate. If the director or employee selects a more expensive room type or is required to pay for an additional room guest/s (e.g., if spouse or family members accompany employee), it is the responsibility of the director or employee to pay for such additional costs.
- b. SacRT's authorized travel agency will request government rates for lodging, where available. It is the responsibility of the employee to present his/her SacRT identification to the desk clerk at the time of registration to obtain the government rate for lodging.

§8.214 Meals

Business related meals will be reimbursed when it is necessary for a director or employee to travel on SacRT business or to conduct official business during a meal in accordance with the following guidelines:

- a. The meal involves SacRT business under circumstances that the director's or employee's usual meal arrangements are disrupted; and
- b. The circumstances are such that it is impracticable to complete the business during normal working hours, or the meal expense is incurred while the employee is away from the District on SacRT business.
- c. Reimbursement for a meal will be for the amount of the meal receipt, plus tip, up to the maximum amount allowed therefore in accordance with the Federal per diem rate method established by the U.S. Department of Treasury, Internal Revenue Service, under Publication 1542 or any successor publication, and as published by the General Services Administration.
- d. If receipts are not available, meals may be reimbursed on a per-diem basis in accordance with the Federal per diem rate method established by the U.S. Department of Treasury, Internal Revenue Service, under Publication 1542 or any successor publication, and as published by the General Services Administration. Per diem, for the day of travel departure and the last day of travel, is allowed at 75 percent of the applicable Federal per diem rate. Per diem for more than 12 hours of travel but less than 24 hours is also allowed at 75 percent of the applicable Federal per diem rate. Per diem for full days of travel are allowed at 100 percent of the applicable per diem rate. A director or employees is not entitled to per diem for meals which are supplied by common carriers or are included in conference fees or prepaid banquet or complimentary services.

§8.215 Award Events

Meals provided to employees and their spouses at SacRT-sponsored events to present awards or otherwise recognize employees for their work are exempt from the restrictions set forth in §8.214.

§8.216 Other Business Expenses

- a. The General Manager/CEO, employees at the position of manager or higher, or employees designated by the General Manager/CEO are authorized to be reimbursed for the costs of their meal and the meal of officials or employees of transit agencies, or agencies or companies which transact business with SacRT, if the purpose of the meal was business-related. Such business-related meals are exempt from the restrictions set forth in Section 8.214. Claims for reimbursement must be supported by receipts. Claims by the General Manager/CEO are subject to review and approval by the Chair of the Board. Claims by other employees are subject to review and approval by the General Manager/CEO. The General Manager/CEO may issue Standard Operating Procedures to establish guidelines for reimbursement of

meals with non-SacRT officials or employees. The reimbursement claim for business-related meals must include the following information:

1. Date.
 2. Type of Expenditure (e.g., lunch, dinner, etc.).
 3. Business Purpose.
 4. Identification of persons for whom expenditures were incurred (e.g., name, agency, position).
- b. Communications costs, including telephone, telegraph, postage, and facsimile charges in connection with SacRT business will be reimbursed.
- c. During extended travel (one night or more away from home), personal telephone calls will be reimbursed up to one call per day and not to exceed a maximum amount of five dollars (\$5.00) per call.

§8.217 Conference and Registration Fees

The full cost of conference registration fees where the conference relates to transit management or other SacRT business matters will be reimbursed.

§8.218 Baggage Handling, Tips and Incidental Expenses

When included on the final travel claim, five dollars (\$5.00) per travel day will be allowed, without receipts, to cover baggage handling, tips, and incidental expenses. Incidental expenses include laundry and personal telephone calls.

CHAPTER 3

NON-REIMBURSABLE EXPENSES

§8.311 Non-Reimbursable Expenses

All costs not specifically identified in this Title as reimbursable to SacRT non-contract employees and Board members are to be disallowed, including but not limited to the following:

- a. Flowers and gifts given, for non-business (personal purposes or reasons), to employees, retirees, Board members, and/or members of the families of any of these persons.
- b. Initiation fees and periodic membership dues in social or business clubs, airlines "high mileage" clubs, etc.
- c. Travel expenses for an employee's spouse or child.
- d. Discretionary personal expenditures not incidental to SacRT business (examples: personal entertainment, newspapers, magazines, haircuts, etc.).
- e. Extra expenses at home while employee travels (examples: care of dependents or pets, residence caretaker service, etc.).
- f. Personal travel and accident insurance.
- g. Medical costs while on SacRT business travel (above normal insurance coverage).
- h. Alcoholic beverages whether or not they accompany a meal.
- i. Any other cost not directly incidental to SacRT business.

CHAPTER 4

TRAINING AND PROFESSIONAL ORGANIZATIONS

§8.412 Professional Associations and Organizations

Membership dues in professional organizations to which SacRT employees must belong in order to practice in their profession will be reimbursed to the employees, or paid directly. If membership dues for other professional organizations are separately itemized in the adopted Budget, those dues will also be a reimbursable expense.

CHAPTER 5

RECEIPTS, ADVANCES AND REPORTS

§8.511 Receipts

- a. Receipts must be submitted for every item of expense except as follows:
 1. Street car, ferry, bridge tolls, or other public transit.
 2. Personal meal expenses, unless they are business-related meals as set forth in Section 8.214.
 3. Unvouchered meal reimbursements are governed by Section 8.214.
- b. If receipts are lost or cannot be obtained, a statement to that effect must be made under penalty of perjury and the reason given. In the absence of a satisfactory explanation, the amount will not be allowed.
- c. Notwithstanding sub-sections (a) and (b), all expenses claimed by directors must be supported by a receipt. In the absence of a receipt, the expense will not be reimbursed.
- d. All receipts must be the originals.

§8.512 Travel Advances

- a. A travel advance may be requested for 90% of projected costs. The request should be submitted a minimum of 5 working days prior to the beginning of travel.
- b. Submission of expense report to settle the advance must be made within one week following the end of travel. Any net travel advances which have not been properly documented within 30 days of return of travel will be deducted from the employee's paycheck in order to prevent the travel advance from becoming part of the employee's gross wages under Internal Revenue Service rules.
- c. Only one outstanding travel advance is allowed at any one time. Additional requests will be denied until any prior advances have been settled with the Accounting Department.

§8.513 Expense Report

- a. No travel expense will be eligible for payment unless submitted upon a properly completed SacRT Form RT200.
- b. Each expense must be itemized.
- c. It is the responsibility of the officer approving the claim to ascertain the necessity and reasonableness of the expense for which reimbursement is being claimed. Furthermore, the claim will be rejected by the Accounting Department if the item is not an allowable SacRT expense.
- d. Inclusive dates of each trip must be shown.

- e. When claiming mileage reimbursement, an attachment must accompany the report itemizing each trip with "to and from" descriptions and miles. The total must then be reported on SacRT Expense Report Form RT200.
- f. A director or employee must state the purpose or objective of each trip for which reimbursement is claimed.
- g. Expense Reports must be signed and approved by the Department Manager or Division Head. The General Manager/CEO's expense report must be signed by the Chair of the Board. Expense Reports for the Division Heads and General Counsel must be signed by the General Manager/CEO. Expense Report for directors must be reviewed and signed by the Chief Financial Officer.
- h. Reports involving expense reimbursement are due within 30 days after the last day of travel. Any expense report filed after 30 days will not be reimbursed unless the person reviewing the expense report makes a determination that the director or employee was unable to file the report within the 30-day period due to extreme and unusual circumstances.

CHAPTER 6

DIRECTOR COMPENSATION FOR ATTENDANCE AT MEETINGS

§8.611 Compensation

A director is eligible to receive compensation from SacRT for attending board meetings as provided under Section 8.612. A director will be paid \$100 for each noticed board meeting that he or she attends which is compensable under Section 8.612, but not to exceed 4 noticed board meetings per month. The amount of compensation per board meeting is \$200 if the meeting location is distant. A meeting location is distant if the distance between the SacRT Administrative Headquarters and the meeting location is more than 40 miles measured by the shortest automobile route between those two points.

§8.612 Eligibility

A director, including a director's alternate, is eligible to receive compensation when he or she serves on a board of another public agency or non-profit corporation only if:

- a. The public agency or non-profit corporation does not compensate its directors for board meeting attendance other than to reimburse a director's actual and necessary expenses for attending the meeting; and
- b. The SacRT Board is authorized to make appointments to the board of the public agency or non-profit corporation pursuant to the organizing documents of such agency or corporation; and
- c. The director was appointed by the SacRT Board to serve as a member of the board of the public agency or non-profit corporation; and
- d. The director is a member of the SacRT Board at the time of his or her service on the board of the public agency or non-profit corporation; and
- e. The public agency or non-profit corporation was designated by the SacRT Board pursuant to Section 8.613 at the time of the director's service on the board of the public agency or non-profit corporation.

§8.613 Designated Boards

The SacRT Board may adopt a resolution designating those public agency or non-profit corporation boards for which meeting attendance is compensable under this chapter.

§8.614 Board Attendance Report

A director who is eligible under this Chapter to be compensated for attending board meetings of another public agency or non-profit corporation must use an SacRT form to record the name of the entity and the date of each board meeting the director attends. The form must be filed monthly with the Chair of the SacRT Board and must record those compensable meetings attended during the preceding month. In addition, at the first

regular meeting of the SacRT Board following attendance at a meeting of the other public entity, the director must give a brief report of what occurred at the board meeting of the other public entity. The Chair of the SacRT Board will review and forward the completed forms to the SacRT General Manager/CEO for processing once the Chair has determined that the required report was given for each meeting claimed. Any compensation form submitted by the Chair under this section will be reviewed by the Vice Chair. SacRT will pay a director for such board meeting attendance using the same payment procedures established for compensating a director for SacRT Board meeting attendance.

§8.615 SACRT Board Meetings

Nothing in this chapter may be construed to change or alter in any way the amount of compensation specified in Public Utilities Code Section 102106 for directors who attend SacRT Board meetings or the method of that payment.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: August 23, 2021

TO: Sacramento Regional Transit Board of Directors

FROM: Brent Bernegger, VP, Finance/CFO

SUBJ: APPROVING THE STUDENT TRANSIT PASS AGREEMENT -- 2021-2022 WITH THE CITY OF SACRAMENTO, MODIFYING THE FARE STRUCTURE TO REVISE THE DEFINITION AND VALIDITY FOR THE ANNUAL STUDENT (TK-12) PASS, AND CONDITIONALLY APPROVING ISSUANCE OF A PASS TO STUDENTS OUTSIDE THE CITY OF SACRAMENTO

RECOMMENDATION

Adopt the Attached Resolutions.

RESULT OF RECOMMENDED ACTION

The attached Resolutions will provide a path forward for continuing the RydeFreeRT program for all Students within SacRT's jurisdiction and modify the Fare Structure to permanently allow all TK-12 students (rather than TK-6 students) to use the RydeFreeRT (Sac YOUTH Go) card as the Annual Student (TK-12) Pass without the need for photo identification or a sticker.

FISCAL IMPACT

The approved FY22 Operating Budget includes the anticipated fare revenue from the City's continued support for the RydeFreeRT program.

DISCUSSION

The RydeFreeRT program was launched in October 2019 and instantly led to increased ridership from students in grades TK-12th. By February 2020 (pre-Covid-19) student ridership had more than doubled compared to prior years. The program was extremely successful and has received extensive positive feedback from students and parents, as well as staff at SacRT.

The parameters of the Annual Student (TK-12) Pass, as established by the Board in 2019, required: (1) that a sticker be affixed to either a Student ID or School ID with a photograph/name or, for TK-6 students only, an RT-issued card without any identifying information; and (2) that either an agreement is in place with a subsidizing entity in amount sufficient to compensate SacRT for the estimated average lost fare revenue or that the Board approves issuance of the Pass without a subsidy.

The City of Sacramento has provided the bulk of the funding for the program through the Student Ridership Initiative Student Transit Pass Agreement (“Agreement”), which was amended and restated last year to reflect temporary changes due to the pandemic, in both the form of the pass and the funding mechanism, with funding provided on a per ride rather than flat-rate basis.

The Amended and Restated Agreement is set to expire on Thursday, September 30, 2021.

In its Fiscal Year 2022 budget, the City approved funding to continue the RydeFreeRT program for students living in or attending school within the City of Sacramento. A further agreement between the City and SacRT is required to continue issuance of the Annual Student (TK-12) Pass program. Due to the proposed changes in the parameters if the program set out below, it makes most sense to start with a fresh agreement with the City, rather than further revising the 2019 agreement.

Staff is recommending two changes to the parameters of the Annual Student (TK-12) Pass, one of which requires a change to the Fare Structure concurrent with inclusion in the new agreement with the City.

First, Staff is recommending that the RydeFreeRT card (originally designed for TK-6th grade students only and called the Sac YOUth Go card in Resolution No. 19-08-0093) be permanently expanded in its use and be recognized as valid SacRT fare media for all qualifying Students. Originally, SacRT required students/youth in grades 7th-12th to place a sticker on either their School-issued or SacRT-issued Student ID card. The Board temporarily approved a change, in October 2020, by Resolution 20-10-0114, as a result of the pandemic and the switch to distance learning to allow all students TK-12 to use an ID without a sticker as a valid Pass.

From experience in the first year the Pass was available, Staff found that the distribution of School ID cards to students varied among the many participating schools (depending on photo days, etc.). As a result, there was some confusion with students that may have resulted in less than optimal ridership. By allowing all Students to use the RydeFreeRT card as the Annual Student (TK-12) Pass, this will eliminate the previous timing issues associated with School ID and Student ID distributions and also promote greater distribution to all students. If this use is approved, the need for a sticker will be eliminated and the validity dates will be printed directly on the RydeFreeRT card.

Second, due to the timing of the initial launch of the Pass and the plan to rely primarily on School IDs, the stickers issued for the first year were valid for a 12-month period beginning in October and ending in September, which does not align with the school year or with the fiscal year for SacRT or the City. If the Board chooses to approve expanded use of the RydeFreeRT card, the need to wait to start the program in October (after most students have their ID) is diminished. While the pass is denominated an “Annual” pass in the Fare Structure, there is nothing in the existing Fare Structure specifying that the pass must be for a particular period.

Staff is recommending that, in future years, the validity period for the Annual Student (TK-12) Pass be for a period from July through June. To facilitate this shift, the next “Annual Student (TK-12) Pass” issued by SacRT would have a validity period from October 1, 2021 to June 30, 2022, which will better align with the school calendar, the fiscal year, and other annually-renewable programs at SacRT. Staff has discussed this option with City staff and has received support from them on this topic. If fare subsidies will be provided beyond June 30, 2022, the expectation is that the Pass in future years will be valid from July 1 to June 30.

Because the fare subsidy for Fiscal Year 2022 will only be for the period of October to June, the City’s contribution would be only \$750,000, rather than the annualized amount of \$1 million that was provided for the first year of the Agreement.

As discussed above, the Fare Structure requires that the Pass only be issued to Students covered by a subsidy agreement, unless the Board expressly adopts a Resolution authorizing distribution without a subsidy agreement. Staff intends to continue pursuing subsidy agreements with other jurisdictions that may be able to provide financial support for the program (e.g., cities and school districts), but the funds provided by the City of Sacramento cover the vast majority of the lost fare revenue from providing the Pass to all Students within SacRT’s jurisdiction. As a result of the City of Elk Grove’s annexation to SacRT effective July 1, 2021, Students within the City of Elk Grove are newly-eligible for the program. Staff is currently working with the City of Elk Grove to finalize a financial support agreement for these Students. To maximize Student benefits from the Pass, Staff is recommending that Students living in or attending school outside the City of Sacramento be authorized to receive the Pass without a subsidy agreement for an additional 9-month period, conditioned on an agreement being in place for the City of Sacramento to subsidize Students living in or attending school within the City of Sacramento.

Therefore, Staff is recommending that the Board (1) modify the Fare Structure to expand the use of the RydeFreeRT card to all TK-12 students and eliminate the requirement to affix a sticker; (2) approve a new agreement with the City regarding the RydeFreeRT program for the period of October 1, 2021 to June 30, 2022 and (3) conditionally authorize Students outside the City of Sacramento to receive a Pass without a subsidy agreement in place for the same period.

RESOLUTION NO. 21-08-0103

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

August 23, 2021

APPROVING THE STUDENT TRANSIT PASS AGREEMENT – 2021-2022 WITH THE CITY OF SACRAMENTO

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

THAT, Student Transit Pass Agreement – 2021-2022 by and between the City of Sacramento (therein “City”) and the Sacramento Regional Transit District (therein “SacRT”) the City agrees to pay \$750,000 (billed quarterly) as consideration for SacRT to permit students who live in or attend school within the boundaries of the City or who are homeless or in foster care within the City to ride SacRT services at no cost for the period from October 1, 2021 until June 30, 2022, using an Annual Student (TK-12) Pass is hereby approved.

THAT, the General Manager/CEO is hereby authorized and directed to execute the foregoing agreement.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

RESOLUTION NO. 21-08-0104

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

August 23, 2021

**MODIFYING THE DEFINITION AND VALIDITY REQUIREMENTS OF THE ANNUAL STUDENT
(TK-12) PASS**

WHEREAS, by Resolution Nos. 09-10-0174 and 18-06-0061, as amended, the Board of Directors amended and restated the Fare Structure for fixed-route (bus and light rail) and SmarT Ride microtransit service; and

WHEREAS, by Resolution 19-08-0093, the Board created a new Annual Student (TK-12) Pass prepaid fare type in the Fare Structure and established the parameters for its use; and

WHEREAS, the Board desires to modify the required criteria for the Annual Student (TK-12) Pass.

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

THAT, the definition of Annual Student (TK-12) Pass, added to the Fare Structure by Resolution 19-08-0093, is hereby amended to read in its entirety as follows:

“Annual Student (TK-12) Pass means a: an RT-issued RydeFreeRT card; or (2) an Annual Student (TK-12) Pass stored on the Connect Card or RT-approved mobile fare application. Eligibility for receipt of an Annual Student (TK-12) Pass will be as defined in Section V. Prepaid Fares, paragraph D of the Fare Structure.

THAT, paragraph D of Section V, “Prepaid Fares,” of the Fare Structure, added by Resolution 19-08-0093, which defines the validity requirements for an Annual Student (TK-12)_Pass, is hereby amended to read in its entirety as follows:.

A valid Annual Student (TK-12) Pass entitles the bearer to an unlimited number of Rides on Fixed Route or SmarT Ride Service subject to the following limitations and conditions:

1. The Pass constitutes prepayment of the Applicable Fare for all SacRT fixed-route and demand-response service;
2. The Pass is issued to an eligible Student based either: (1) on an agreement between RT and another public entity or private School that has agreed to provide funding for the Annual Student (TK-12) Pass in an amount sufficient to compensate SacRT for the estimated average lost fare revenue from honoring the Annual Student (TK-12) Pass for the students defined to be eligible for the Pass as specified in the agreement; or (2) a Resolution adopted by the SacRT Board of Directors authorizing the Pass to be distributed to the Student without payment of the required fee.
3. The Pass is issued by RT, an authorized public entity, or School pursuant to the terms of an agreement between RT and that entity.

4. The Pass is valid for the validity period specified on the RydeFreeRT card or on the Connect Card or RT-approved mobile fare application.

5. The Pass is non-transferable and non-exchangeable.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

RESOLUTION NO. 21-08-0105

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

August 23, 2021

CONDITIONALLY AUTHORIZING STUDENTS (TK-12) RESIDING IN OR ATTENDING SCHOOL OUTSIDE THE CITY LIMITS OF SACRAMENTO AND WITHIN SACRT'S SERVICE BOUNDARY TO OBTAIN AN ANNUAL STUDENT (TK-12) PASS PREPAID FARE VALID FROM OCTOBER 1, 2021 THROUGH JUNE 30, 2022 WITHOUT PAYMENT BY A SPONSORING ENTITY

WHEREAS, the intent of the Annual Student (TK-12) Pass is to permit a municipal jurisdiction, school district, or private school to obtain an annual transit pass for all Students (as defined in the SacRT Fare Structure) residing in or attending school within the jurisdiction, district or school, subject to payment by the sponsoring entity of a fee to compensate SacRT for the estimated fare revenue that would otherwise be generated by fares that would have been paid by covered students; and

WHEREAS, staff has reached agreement in principle with the City of Sacramento but has yet to negotiate agreements with other jurisdictions; and

WHEREAS, to provide an opportunity to maximize access to public transit services for the Student population within the boundaries of SacRT, the Board of Directors desires to provide the Annual Student (TK-12) Pass to otherwise ineligible Students residing or attending school outside the City of Sacramento and within the district boundaries of SacRT without payment of the corresponding fee by a sponsoring entity, for the period of October 1 2021 to June 30, 2022, conditioned upon execution of an agreement with the City of Sacramento to provide funding for Students residing within or attending school within the boundaries of the City of Sacramento.

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

THAT, effective upon entering SacRT into an Student Transit Pass Agreement with the City of Sacramento for the Annual TK-12 Pass and continuing until June 30, 2022, Students residing or attending school outside of the city limits of Sacramento, but within the district boundaries of SacRT, may obtain and use an Annual Student (TK-12) Pass valid from October 1, 2020 to September 30, 2021 without payment of the required fee by a sponsoring entity, as specified in the Fare Structure.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



STAFF REPORT

DATE: August 23, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Shelly Valenton, Vice President, Integrated Services and Strategic Initiatives
SUBJ: Revisions to the Personnel Policy Manual (PPM)

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

If the Board approves the recommended action, the Personnel Policy Manual, originally adopted 7/1/2019, and amended 10/28/2020, would be amended again to update to correct small formatting errors, grant the new GM authority to address certain personnel-related matters, and improve clarity in several areas.

FISCAL IMPACT

There is no expected fiscal impact projected in FY 22 by adopting this resolution.

DISCUSSION

The Personnel Policy Manual (PPM) is Sacramento Regional Transit District's (SacRT) primary resource for addressing wages, hours and working conditions for non-represented management and confidential employees as well as bargaining unit employees where there is no conflicting language in the applicable collective bargaining agreement. Since the Board adopted the PPM in June 2019 and amended it in October 2020, staff have identified several provisions that would benefit from greater clarity, consistency with current practices, and completeness. Additionally, certain sections have been added to account for practices for Executive staff members and to provide authority to the General Manager/CEO (GM/CEO) to grant a pay adjustment or one-time incentives to staff under extraordinary circumstances.

The following is a summary of the significant changes to the PPM:

- Clarify notification requirements to labor union partners when hiring temporary staff or personal service contractors that will perform work temporarily in a budgeted, vacant position that is designated to a recognized bargaining unit
- Clarify rest and meal break requirements for employees depending on the length of the employee's shift

- Provide the GM/CEO authority to offer one-time incentive payments or salary adjustments to staff based on pay equity findings and/or extraordinary circumstances, subject to funding availability
- Add language to clarify that employees not actively working due to an illness or injury continue to receive SacRT paid health and welfare benefits for up to six months
- Provide the GM/CEO authority to close down offices on the afternoon preceding a designated holiday(s) for up to half a day without loss of pay to staff
- Include specific language on leave benefits for Executive staff members. The proposed language documents the current practice of providing five weeks of leave accruals from date of hire or date of promotion into an Executive level position, but also proposes to add two more tiers of vacation accruals based on length of service
- Change the requirement that new employees must complete six months of employment before being authorized to use accrued vacation by reducing the waiting period to just one month
- Add language to allow employees to utilize accrued vacation leave in lieu of sick leave when sick leave accruals have been exhausted, with written approval from the manager
- Clarify that the Human Resources Department is the responsible department for layoff notifications to impacted staff

All revisions to the PPM which affect wages, hours, terms or conditions of employment may require impact bargaining with our labor groups prior to full application to the employees in those bargaining units that request to bargain.

Staff recommends adoption of the Amended and Restated PPM and the Resolution below.

RESOLUTION NO. 21-08-0106

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

APPROVE THE AMENDED AND RESTATED PERSONNEL POLICY MANUAL

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

THAT, the Board hereby adopts the Amended and Restated Personnel Policy Manual, attached hereto as Exhibit A, and declares that the new Amended and Restated Personnel Policy Manual hereby supersedes and replaces all prior versions.

THAT, the General Manager/CEO is hereby authorized and directed to implement the terms of the Amended and Restated Personnel Policy Manual.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha L. Smith, Assistant Secretary

FINAL REDLINE 8/10/21

SACRAMENTO REGIONAL TRANSIT DISTRICT

PERSONNEL POLICY MANUAL

FINAL REDLINE 8/10/21

Adopted by the Board of Directors

On

June 10, 2019

(Resolution No. 19-06-0077)

Effective July 1, 2019

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**ARTICLE 1: GENERAL ADMINISTRATION OF PERSONNEL POLICY
MANUAL RULES AND PROCEDURES**

§1.01 Application

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

These ~~Personnel Policies 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 ~~Policies Rules and Procedures~~ ~~is~~are 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/CEOGM/CEO~~ reflect SacRT's position, staff will direct all media inquiries ~~with to~~ 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~~their the employee's job responsibilities. All such actions will be referred immediately to the Legal Department.
- B. Only the Legal Department, or the ~~General Manager/CEOGM/CEO's~~ Office or designee, in the event Legal ~~Department~~division 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 (HR) 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 dDirector or as an equivalent level manager, will be classified as an at-will employee serving at the pleasure of the General Manager/CEOGM/CEO or designee. For purposes of hiring an at-will employee, the General Manager/CEOGM/CEO or designee may waive the recruitment processes outlined in the Human ResourcesHR 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/CEOGM/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 ResourcesHR 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 employment.

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 ~~must~~ ~~should~~ be ~~submitted~~ ~~documented~~ in writing, and once accepted and acknowledged ~~in writing~~ by the ~~D~~department ~~M~~anager/~~D~~irector, or EMT Member, it may not be withdrawn unless authorized in writing by the ~~General Manager/CE~~OGM/CEO or designee.

Resignation in-lieu of termination via settlement agreement will suffice for purposes of having resigned from SacRT employment.

ARTICLE 3: EMPLOYMENT CATEGORIES

§3.01 Employment Categories

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 or a temporary need for additional staffing, either full-time or part-time, which will not exceed 24 months in duration. If the budgeted vacant job classification is designated to a recognized bargaining unit, the recognized exclusive employee organization will be notified of the appointment by HR. Normally, the appointment should be limited to 6 months, or until a permanent hire is made or the need for additional staffing is ended. The exclusively recognized employee organization will be notified if this period is extended.

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. If a PSC assignment is to a classification that is designated to a recognized bargaining unit or doing the work of any bargaining unit classification, the exclusively recognized employee organization will be notified of the appointment and the appointment should be limited to 12 months, or until a budgeted position can be approved and a permanent hire can be appointed.

Notwithstanding the foregoing, the Board may, in its sole discretion, approve a PSC or an amendment thereto that exceeds a 12 month term and/or a total consideration of \$100,000, as set out in Section 4.02B below.

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 ~~O~~of Temporary Employees

A. Temporary Employee Position

A budgeted position vacancy in an authorized job classification or a vacancy resulting from a temporary need for additional staffing may be filled by a ~~T~~temporary ~~E~~employee, either full-time or part-time, as determined by SacRT.

B. ~~Personal Service Contract~~PSC Employee Extensions

A ~~PSC, Personal Services Contract~~ or an amendment thereto, that is anticipated to exceed 12 months or has a total consideration anticipated to exceed \$100,000 must be approved by the SacRT Board. A ~~PSC Personal Services Contract~~ will terminate upon the expiration of 12 months or expenditure of the \$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 ~~T~~term employees may be hired at the discretion of the General Manager/CEOGM/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, ~~T~~temporary and PSC employees will not be eligible for SacRT benefits.

B. Limited Term Employees

The wages, hours and working conditions of ~~L~~limited ~~T~~term employees will be determined by the General Manager/CEOGM/CEO. Wages, hours and working conditions for ~~L~~limited ~~T~~term employees will~~may~~ be established for specific contracts, programs or services and may differ between such contracts, programs and services.

§4.04 Part-Time Employees

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

A. Workweek ~~A~~and Workday

The employee will work at times specified by the ~~D~~department ~~M~~anager/~~D~~irector.

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 §10.02C 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 the first scheduled workday following a paid holiday.

E. Jury Duty

An employee will be subject to the ~~J~~jury ~~D~~duty ~~P~~rovisions under §12.03. and will be paid the difference between the wages ~~they~~~~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 ~~Donation~~

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 ~~(EAP)~~

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 ~~7~~~~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 ~~8~~~~eight~~ work hours. Department ~~M~~~~anager~~/~~D~~~~irector~~ 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 ~~D~~~~epartment~~ ~~M~~~~anager~~/~~D~~~~irector~~ 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

An employee assigned a work shift of five or more hours is entitled to a meal break of not less than 30 minutes. Meal breaks are not considered "time worked" and will not be included when calculating pay for 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 ~~D~~~~epartment~~ ~~M~~~~anager~~/~~D~~~~irector~~, ~~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 ~~4~~~~four~~ hours of work and the middle of the second ~~4~~~~four~~ hours of work as is practicable. A rest break is considered to be "time worked" in calculating the workday. For a scheduled shift of 5 hours or less, the employee will be entitled to only one rest break.

§5.03 Flex-Time

A. Definitions

1. Flex-~~T~~~~ime~~ 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 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4:00 p.m.
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 ~~D~~department ~~M~~anager/~~D~~irector based upon the operational needs of the department.

1. Requests for flex-time must be in writing, and submitted to the ~~D~~department ~~M~~anager/~~D~~irector.
2. All requests and subsequent approvals or denials will be forwarded to the ~~HR~~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 Telework~~commuting~~

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

The eligibility, responsibilities, requirements, training, equipment and approval process are outlined in the SacRT Telework~~commuting~~ Standard Operating 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 SacRT has 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 an 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 FLSA Fair Labor Standards Act or exempt from its provisions who is absent from work will be compensated as provided in these Personnel Policies 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 employee 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 accruals will be ~~on the basis of~~ based on 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~~ exceeding ~~(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 provisions and budgetary/operational needs/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/CEOGM/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/CEOGM/CEO~~ or designee and are not subject to a probationary period.

§6.02 Duration

- A. Newly hired employees will ~~work their first~~ serve a probationary period during 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~~ serve a probationary period during their first 12 months of employment ~~on probationary status~~, except as provided in §7.04 ~~EF~~, 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 ~~EF~~, 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 then it~~ may be extended by the number of total scheduled work days absent.

§6.03 Completion

- A. Immediately prior to the ~~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% ~~salaryannual~~ increase in compensation, not to exceed the maximum of the range.

§6.04 Restrictions During ~~T~~he Probationary Period

During the 12 months following an individual's placement into any new position covered by ~~these~~ this Rules And Procedures Personnel Policy Manual, the employee may not move into another position except to accept a "promotion" as defined in §7.04B1.

ARTICLE 7: EMPLOYEE PAY PLAN

§7.01 General Plan ~~Q~~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~~ has performed and will continue to perform internal and external comparison studies.

B. Hiring Rates

All employment offers, including salary rates, must be extended and approved by the ~~Human Resources~~HR Department with salary rates greater than ~~R~~range ~~M~~midpoint requiring approval from the ~~General Manager/CEOGM/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 the following: pay, placement and promotion, and it is used developmentally for the following: planning, performance improvement, and career development.

B. Administration

Each employee will receive a performance evaluation in a form prescribed by the ~~General Manager/CEOGM/CEO~~ and a written assessment of work performance by the employee's immediate ~~M~~anager/~~D~~irector or ~~S~~upervisor at least once each year. Additional performance evaluations may be performed at intervals specified by the ~~General Manager/CEOGM/CEO~~ or designee.

C. Performance Evaluation System

An employee's immediate ~~M~~anager/~~D~~irector or ~~S~~upervisor will determine an employee's overall performance rating. The method for determination of a rating will be prescribed and implemented by the ~~General Manager/CEOGM/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/CEOGM/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 §7.04~~A~~B2 and §7.04~~B~~A3 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 ~~3~~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~~ that 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 HR~~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)(iii) 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 ~~by the appropriate EMT member~~. Acting appointments longer than 90 days require the written approval of the ~~General Manager/CEOGM/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~~ to 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~~ HR 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~~their present salary rate. When an employee's pay rate is red circled, ~~he or she~~ the employee 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.

H. Other Circumstances for Salary Adjustments

The GM/CEO or designee may also authorize a pay adjustment for individual employees in consideration of salary equity among employees

in the same classification, retention challenges, additional responsibilities, and other similar factors.

I. One-Time Incentive Payment

Under extraordinary circumstances, the GM/CEO may authorize a one-time incentive payment to employees subject to availability of funding and applicable laws and legal limitations.

§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. An employee who voluntarily demotes during the probationary period will have the pay rate received prior to promotion restored not to exceed the maximum for the pay range for the class to which the employee demotes.

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, performance deficiency, 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/Performance Deficiency

(a) An employee who is involuntarily demoted for discipline or performance deficiency will receive a new anniversary date 12 months from the effective ~~the~~ date of the demotion and will not be entitled to a merit increase for at least one year from the date of the demotion. The employee's pay shall be reduced to not more than the maximum pay for the range of the new classification.

(b) An employee who is returned to a formerly held position due to a failure to satisfactorily complete probation in a new classification will have the pay rate received prior to promotion restored and will have the anniversary date in effect prior to the classification change prompting the probationary period restored.

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 ~~S~~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 ~~1½-1½~~ times their regular rate of pay calculated on an hourly basis.

B. Employment Status ~~F~~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 ~~FLSA Fair Labor Act~~. The GM/CEO may, in extraordinary circumstances, authorize payment of overtime/compensatory time off to employees working in exempt ~~classifications~~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 ~~FLSA 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 ~~1½one hour and a half~~ for each hour of overtime worked. ~~At such time as~~Once the 40-hour maximum CTO limit has been banked, the employee will be paid for all successive overtime hours worked.

B. Compounding ~~o~~Of Overtime/CTO Hours

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

§8.03 On Call – Standby Pay

FINAL REDLINE 8/9/21

- A. An employee may be assigned to On Call – Standby status for a period of 7 consecutive days, including holidays.
- B. An employee assigned to On Call – Standby status is to remain available to respond to trouble calls and emergency situations in a timely manner.
- C. An hourly employee assigned to On Call – Standby status will be compensated 2 hours at the ~~1½time and one-half~~ rate for each day, Sunday through Saturday including SacRT paid holidays.
- D. In the event it is necessary for an hourly employee to leave home ~~in order~~ to respond to a trouble call or emergency, from the time of leaving home until returning home is considered paid time and will be compensated at the time and one-half rate. Such compensation for time worked is in addition to the On Call – Standby status pay described in paragraph ~~6C.7.~~ above.
- E. Employees will not be assigned nor compensated for On Call – Standby status on any day on which they are on approved vacation, floating holiday or other leave status.
- F. These provisions will apply to non-bargaining unit employees only unless collectively bargained with an exclusively recognized employee organization.

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 ~~S~~active ~~S~~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 will have SacRT paid Health and Welfare Benefits continued by SacRT for a period of up to 6 months from the date of the injury or illness. For an absence exceeding 6 months, the employee may have SacRT Health and Welfare Benefits continued at the employee's expense. Such continuation coverage will be billed monthly 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 monthly 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. Eligibility criteria for non-represented employees are provided in Appendix 1 to this Personnel Policy Manual.

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~~ **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 is 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 ~~is~~ \$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 amount of coverage for spouse or children is limited pursuant to the terms of SacRT's contract with the life insurance provider. Covered employees will be notified of any change to those limits. 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 ~~HR~~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~~ while the employee ~~to~~ is at 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 ~~A~~ 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 R~~ tuition R reimbursement may be submitted and will be evaluated in accordance with ~~HR Human Resources Standard Operating Procedures~~ practices.

§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~~ HR Department.

§9.05 Transit Pass

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

§9.06 Employee Parking

SacRT has a limited number of parking spaces available for use by authorized employees. ~~In order to~~ To park in a SacRT parking lot, All employees ~~may~~ must register their vehicle and obtain a parking placard in accordance with ~~Human Resources~~ HR 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~~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 Jr.'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 workday 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.

At the GM/CEO's sole discretion of the offices may be closed and employees may be permitted to leave work without a loss in compensation during the afternoon immediately preceding one of the seven designated holidays listed above.

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~~ falls during an employee's vacation, at the discretion of the ~~D~~department ~~M~~anager/~~D~~irector, 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 ~~D~~department ~~M~~anager/~~D~~irector 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 ~~f~~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, ~~5~~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 ~~t~~The Employment ~~o~~f SacRT

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

4. Use During Leave ~~o~~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 ~~F~~floating ~~H~~olidays must be sold back at the end of each calendar year.

6. Work oOn aA 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:

(~~i.~~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.

(~~ii.~~2.) An employee scheduled to work a holiday which falls on a regularly scheduled workday will be compensated at ~~1~~1½-~~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, with the exception of EMT level employees, 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. EMT Level Employees

Because EMT level employees* are expected to be on-call and available to respond to emergencies including during their scheduled time off or on weekends, they will accrue vacation upon years of service as set forth below:

<u>Employment</u>	<u>Hours</u>	<u>Vacation Pay</u>
<u>1 - 3</u>	<u>200 hours</u>	<u>5 weeks</u>
<u>4 - 6</u>	<u>240 hours</u>	<u>6 weeks</u>
<u>7 and over</u>	<u>280 hours</u>	<u>7 weeks</u>

*For the purpose of this section, EMT level employees include the General Manager/CEO, all Vice Presidents and the General Counsel.

~~2. Full-Time Employees Hired Prior tTo 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~~one 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~~In 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 ~~C~~collective ~~B~~bargaining ~~A~~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, ~~HR~~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 ~~v~~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 ~~HR~~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 Payroll 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~~ 15th 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~~their 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~~ this Rules and Procedures Policy Manual 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~~ this Rules and Procedures Policy Manual 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 this Policy Manual ~~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~~ Policy Manual 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, or for 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 ~~¼~~ ~~4/4~~ of the sick leave earned, but not used, in that calendar year to a cash value which will be deposited into a Deferred Compensation ~~a~~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~~on 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~~ due to 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~~~~-4/3~~% of the employee's accumulated sick leave on record at the time of leaving active service.

G. California State Disability Insurance (SDI)

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 ~~payment~~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 ~~w~~With Workers' Compensation ~~o~~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.

With written approval from the manager, an employee may use accrued vacation leave in lieu of sick leave when sick leave has been exhausted. Medical documentation may be required prior to approving the use of vacation in lieu of sick leave.

§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 ~~o~~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 ~~HR~~Human Resources Department will make the final determination on the type of illness or injury and situation, to determine if which would qualify the employee qualifies 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 ~~HR~~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~~ due to 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 ~~any 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 ~~D~~department ~~M~~anager/~~D~~irector 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~~infeasible 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 more than 3~~ 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 their medical status to their ~~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 their 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 months 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 months time period leave will be granted.

- (d) The employee must notify their ~~S~~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 the 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~~HR Department. Eligible employees may use accumulated leave credits during periods of approved PDL.

§12.09 Personal Leave ~~O~~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 ~~D~~department.
- B. Personal Leaves of Absence will not exceed 30 days without approval from the Division EMT.
- C. ~~In order for~~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 ~~D~~department ~~M~~anager/~~D~~irector 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 ~~D~~department ~~M~~anager/~~D~~irector. Leave requests that are 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~~HR 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 requests s at its discretion. Extensions will be made in writing and forwarded to the ~~Human Resources~~HR 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~~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 ~~68~~ 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. ~~# 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 regarding eligibility and use should be directed to the ~~Human Resources~~HR Department.

§12.13 Leave ~~O~~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 ~~o~~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~~GM/CEO prior to departing for said leave.

§12.14 Furloughs

A. As a cost saving initiative or due to a reduction in work, ~~€~~ hourly employees may be required to take furlough hours to reduce costs for SacRT in lieu of layoff.

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~~ served and that the employee worked all available days during any month in which a furlough was taken.
- D. The ~~General Manager/CEOGM/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 ResourcesHR** Department. Every employee will, during regular business hours, have access to all materials contained in their **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 their **ir** 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 ResourcesHR** Department staff as designated by **Human ResourcesHR** management, the employee, the employee's supervisor, the employee's **D**epartment **M**anager/**D**irector and Division EMT Member, a SacRT Attorney, Labor Relations Staff, or the General Manager/CEOGM/CEO or designee. 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 **a**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 T~~he General Manager/CEOGM/CEO

- A. In accordance with SacRT's enabling legislation, Public Utilities Code (PUC) Section 102180(b), the General Manager/CEOGM/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/CEOGM/CEO to positions designated as EMT, ~~D~~irector or an equivalent level designation will serve at the will of the General Manager/CEOGM/CEO and will not be subject to the provisions of this Aarticle.

§15.02 Progressive Disciplinary Action

- A. SacRT follows the general principles of progressive disciplinary action. The available levels of progressive discipline are as follows:
 - 1. Informal discipline not subject to the complaint review procedure:
 - (a) Verbal Warning
 - 2. Formal discipline subject to the complaint review procedure:
 - (a) Written Reprimand
 - (b) Suspension From Employment Without Pay
 - (c) Reduction in Pay
 - (d) Demotion
 - (e) 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 ~~T~~o 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 bestowing 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).
- P. Other failure of good behavior, during work hours or outside of work, such as criminal activity or serious misconduct hours, which is of such a nature

that it causes discredit to the appointing authority or the person's employment.

§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 ~~D~~department ~~M~~anager/~~D~~irector.

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 ~~t~~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~~HR 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 ~~t~~The Personnel File ~~o~~Of Disciplinary Documentation

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

F. Conflict ~~o~~Of Interest

Employees may be required, pursuant to ~~S~~state or ~~F~~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/CEOGM/CEO~~ or designee.

ARTICLE 16: COMPLAINT PROCEDURE REVIEW

§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 ~~this Policy Manual~~~~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/CEOGM/CEO to positions designated as EMT, ~~D~~director or an equivalent level designation who serve at the will of the General Manager/CEOGM/CEO are excluded from the ~~e~~Complaint ~~r~~Review ~~p~~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/CEOGM/CEO.

C. Probationary New-Hires

Newly hired employees working in a ~~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 PSC~~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 Aa 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 ~~f~~First ~~s~~Step is with someone other than the ~~D~~department ~~M~~anager/~~D~~irector.

C. Rule or Procedure Complaint

1. An employee who ~~is in disagreement~~disagrees 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 ~~S~~supervisor will be the individual initiating the Charge Letter. In such instances, the appeal protocol would be as follows:

1. Department ~~M~~anager/~~D~~irector (Step 1)
 2. Division EMT Member (Step 2)
 3. ~~General Manager/CEOGM/CEO~~ or ~~D~~esignee (Step 3)
- B. In circumstances where the issuance of a disciplinary action is by a ~~D~~epartment ~~M~~anager/~~D~~irector 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 ~~S~~upervisor.

§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 ~~D~~epartment ~~M~~anager's/~~D~~irector's receipt of the employee's written request, the parties will meet to discuss the issue and the remedy sought by the employee. The ~~D~~epartment ~~M~~anager/~~D~~irector 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/CEOGM/CEO~~ or ~~D~~esignee for final review within 10 working days of receipt of the Step Two response.

(1.) General Manager/CEOGM/CEO's Decision

The General Manager/CEOGM/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/CEOGM/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:

- (1a) a listing of evidence relied upon; and
- (1b) the adopted findings; and
- (1c) 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

- A. Public Utilities Code Section 102400 – representation rights of employees.
- B. 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.

- C. Public Utilities Code Section 102403 – questions of representation or appropriateness of a unit submitted to State Conciliation Service for disposition.
- D. Public Utilities Code Section 102406 and Government Code Section 1157.12 – payroll deductions made at request of recognized labor organization.
- E. 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 ~~A~~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/CEOGM/CEO~~.
- G. Impasse: means that the representatives of SacRT and an ~~E~~exclusively ~~R~~ecognized ~~E~~mployee ~~O~~rganization have reached a point in their meeting and conferring in good faith where their differences on matters,

to be included in a ~~C~~ollective ~~B~~argaining ~~A~~greement 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 ~~A~~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 ~~E~~xclusively ~~R~~ecognized ~~E~~mployee ~~O~~rganization 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 ~~to~~ 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 ~~e~~ra ~~v~~eteran 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 ~~E~~xclusively ~~R~~ecognized ~~E~~mployee ~~O~~rganization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.
 - B. ~~T~~he ~~P~~etition, 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 ~~T~~o Recognition Petition

- A. Upon receipt of the ~~P~~etition, 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 ~~F~~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 ~~E~~exclusively ~~R~~ecognized ~~E~~mployee ~~O~~rganization 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 ~~A~~and Standards ~~F~~for Determination ~~O~~f 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:

(a)4. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.

(b)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.

(c)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.

(d)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 ~~S~~section, managerial, supervisory and confidential responsibilities, as defined in §17.03 of this ~~A~~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 ~~S~~section.

§17.10 Procedure ~~F~~for Modification ~~O~~f 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 ~~F~~for Decertification ~~O~~f Exclusively Recognized Employees

- A. A Decertification Petition alleging that the incumbent ~~E~~exclusively ~~R~~ecognized ~~E~~mployee ~~O~~rganization 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 ~~E~~exclusively ~~R~~ecognized ~~E~~mployee ~~O~~rganization sought to be decertified as the representative of that unit.
 3. An allegation that the incumbent ~~E~~exclusively ~~R~~ecognized ~~E~~mployee ~~O~~rganization 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 ~~E~~exclusively ~~R~~ecognized ~~E~~mployee ~~O~~rganization. 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 ~~S~~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 ~~S~~section in the form of a Recognition Petition that ~~evidences~~ includes 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 **A**rticle, 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 **A**rticle, 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 ~~E~~exclusively ~~R~~ecognized ~~E~~mployee ~~O~~rganization; 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.a) The fact finders will consider and be guided by applicable federal and state laws.

(ii.b) 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)~~ii) 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)~~iii) The fact finders will then adjust the results of the above comparisons based on the following factors:

(i.a) Equitable employment benefits relationships between job classifications and positions within SacRT.

(ii.b) 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.c) The benefits of job stability and continuity of employment.

(iv.d) The difficulty, or lack thereof, of recruiting and retaining qualified personnel.

(4iv) 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.a) Other legislatively determined and projected demands on SacRT's resources;

(ii.b) Assurance of sufficient and sound budgetary reserves; and

(iii.c) Statutory and Board policy limitations on tax and other revenues and expenditures.

(5v) 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 ~~E~~exclusively ~~R~~ecognized ~~E~~mployee ~~O~~rganization. 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 ~~E~~exclusively ~~R~~ecognized ~~E~~mployee ~~O~~rganization. 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 ~~A~~article will be administered and construed as follows:

1. Nothing in this ~~A~~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 ~~A~~article will be interpreted so as to carry out its purposes as set forth in §17.01.
3. Nothing in this ~~A~~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 ~~A~~article for a period of up to one ~~(1)~~ year from commencement of such activity.

§17.16 Severability

If any provision of this ~~A~~article, or the application of such provision to any person or circumstance, will be invalid, the remainder of this ~~A~~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 by the HR Department 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/HR 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. The SacRT HR Department 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 ResourcesHR 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.

~~2.~~(a) 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.

~~3.2.~~ 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 §2.01G.

§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~~ the provisions of this Policy Manual as they apply to terminated employees.

ARTICLE 19: DRUG AND ALCOHOL TESTING AND REHABILITATION

§19.01 Drug ~~A~~and Alcohol Testing ~~A~~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 ~~C~~lassifications 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 the provisions of this Policy Manual~~se Rules~~.

ARTICLE 20: RETIREMENT PLAN

§20.01 Retirement Plan

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.

The provisions of the paragraph above notwithstanding, § specified employees may be excluded from participating in a Retirement Plan either by collective bargaining agreement or at the discretion of the General Manager/CEOGM/CEO.

ARTICLE 21: COMPENSATION FOR RETIREMENT BOARD MEMBERS

§21.01 Compensation ~~F~~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)A.~~ serving as a Board Member during a noticed Retirement Board meeting,
- ~~2)B.~~ participating as a Board Member in other business sanctioned by the Retirement Board, and
- ~~3)C.~~ traveling between the place ~~he or she~~the employee 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 ~~F~~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.

Appendix 1

MEDICAL, DENTAL, LIFE INSURANCE BENEFITS SALARIED EMPLOYEES RETIREMENT PLAN		
	Employee Status	Benefit Coverage
A.	Hired prior to January 1, 1994	Employee: Health and Welfare Benefits for life—100% paid by Regional Transit <u>SacRT</u> .
	Retired prior to August 1, 1994	Dependents: Health and Welfare for life—100% paid by Regional Transit <u>SacRT</u> .
		Deducted semi-monthly from retirement benefits.
B.	Hired prior to January 1, 1994	Employee: Health and Welfare Benefits for life—100% paid by <u>SacRT</u> Regional Transit .
	Retired on or after August 1, 1994, but before January 1, 2008	Dependent(s): May elect Dependent Coverage—shall pay a percentage of the monthly medical premium as specified in the chart below and subject to the terms following said chart.
		Deducted semi-monthly from retirement benefits.
C.	Hired prior to January 1, 1994	Employee: Health and Welfare Benefits—shall be required to pay 8% of the monthly medical premium costs incurred by <u>SacRT</u> the District .
	Retired on or after January 1, 2008, but not after June 15, 2009	Dependent(s): May elect Dependent Coverage. Employee shall pay a percentage of the monthly medical premium as specified in the chart below and subject to the terms following said chart.
		Deducted semi-monthly from retirement benefits.
D.	Hired prior to January 1, 1994	Employee: Health and Welfare Benefits—shall be required to pay 10% of the monthly medical premium costs incurred by <u>SacRT</u> the District .
	Retired on or after June 16, 2009	Dependent(s): May elect Dependent Coverage. Employee shall pay a percentage of the monthly medical premium as specified in the chart below and subject to the terms following said chart.
		Deducted semi-monthly from retirement benefits.

**MEDICAL, DENTAL, LIFE INSURANCE BENEFITS
SALARIED EMPLOYEES RETIREMENT PLAN**

	Length of Service of the Retiree	Percentage of SacRT District Paid Premium Toward Dependent Medical Coverage
Dependent Coverage Chart	10 Years	50%
	11 Years	55%
	12 Years	60%
	13 Years	70%
	14 Years	80%
	15 Years	100%
Medical Allowance Terms	<p>1. The retired employee's dependents shall receive an allowance based upon a percentage equated to the completed years of service of the employee, prior to retirement (see table below), applied to the allowance for dependent benefits incurred by SacRTthe District. When the retiree and/or his or hertheir dependent attains the age of 65 or Medicare eligibility, whichever comes first, the medical portion of the allowance shall be based upon the applicable Supplemental Medicare Insurance.</p>	
	<p>2. A retired employee may apply his or hertheir allowance to any medical insurance available through SacRTthe District; however, costs in excess ofexceeding the allowance provided shall be borne by the retiree by semi-monthly deductions from his or hertheir monthly retirement benefit.</p>	
	<p>3. This allowance may not be used for any purpose other than that provided in this section. The allowance shall be in accordance with the following table.</p>	

MEDICAL, DENTAL, LIFE INSURANCE BENEFITS SALARIED EMPLOYEES RETIREMENT PLAN		
E.	Hired on or after January 1, 1994 Retired before January 1, 2008	Employee: Health and Welfare Benefits for the retired employee only.
		Dependents: May elect coverage and shall bear the entire cost for said coverage.
		Deducted semi-monthly from retirement benefits.
F.	Hired on or after January 1, 1994 Retired on or after January 1, 2008, but not after June 15, 2009	Employee: Health and Welfare Benefits— shall pay 8% of the monthly medical premium costs incurred by SacRT the District.
		Dependents: May elect coverage and shall bear the entire cost for said coverage.
		Deducted semi-monthly from retirement benefits.
G.	Hired on or after January 1, 1994 but before January 1, 2015 Retired on or after June 16, 2009	Employee: Health and Welfare Benefits— shall pay 10% of the monthly medical premium costs incurred by SacRT the District.
		Dependents: May elect coverage and shall bear the entire cost for said coverage.
		Deducted semi-monthly from retirement benefits.
H.	Hired on or after January 1, 2015 Retired with more than 5 Years of Service, but fewer than 10 Years of Service	Employee: Health and Welfare Benefits will not exceed the minimum Employer Contribution for the occupational group as determined by CalPERS.
		Dependents: May elect coverage and shall bear the entire cost for said coverage.
		Deducted semi-monthly from retirement benefits.
I.	Hired on or after January 1, 2015 Retired with 10 Years or more of Service	Employee: Health and Welfare Benefits— shall pay 10% of the monthly medical premium costs incurred by SacRT the District.
		Dependents: May elect coverage and shall bear the entire cost for said coverage.
		Deducted semi-monthly from retirement benefits.



STAFF REPORT

DATE: August 23, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Henry Li, General Manager/CEO
SUBJ: GENERAL MANAGER'S REPORT

RECOMMENDATION

No Recommendation — For Information Only.

Major Project Updates

Oral Presentation

San Joaquin Joint Powers Authority – July 23, 2021 (Hume)

Written Report

SacRT Meeting Calendar

Regional Transit Board Meeting

September 13, 2021
SacRT Auditorium / Webconference
5:30 P.M

Quarterly Retirement Board Meeting

September 21, 2021
SacRT Auditorium / Webconference
9:00 A.M.

Mobility Advisory Council Meeting

September 2, 2021
SacRT Auditorium / Webconference
2:30 P.M.



STAFF REPORT

DATE: August 23, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: James Drake, Principal Planner
SUBJ: SAN JOAQUIN JOINT POWERS AUTHORITY MEETING SUMMARY OF JULY 23, 2021

RECOMMENDATION

No Recommendation — For Information Only.

The San Joaquin JPA Board of Directors met on July 23, 2021, for their regular meeting, with Chair Pat Hume calling the meeting to order at 9:00 am and establishing a quorum.

Item 2, the consent calendar, was passed, including minutes, next board meeting location, operating expense report, a Washington update, and other administrative items.

Item 3 – Public Comments

Doug Kerr, Rail Passenger Association of California - Unhappy that Surfliner eliminated printed timetables. Appreciated that San Joaquins still provide printed timetables.

The Board passed the following action items:

- Item 4 - Establishing a pre-qualified on-call consultant list for the Valley Rail project, for Merced and Madera counties.
- Item 5 – Approving contracts with O'Dell Engineering at \$371,320 and with Pennino Management for \$162,750 for design and engineering support of the Merced Station parking lot.
- Item 6 - A contract with Lockwood, Andrews, & Newman for \$408,773 for rail engineering for the Madera Station relocation. The station is intended to be moved from the north end of town to the east end, close to Madera Community College, and the site will also be a High Speed Rail location.
- Item 7 – A \$700,000 contract with Amtrak to design and construct a video surveillance system.
- Item 8 – A two-year contract amendment with Jeffrey Scott Agency for \$571,970 for advertising services.

Item 9 – Thruway Bus Update

Paul Herman provided an informational update on the San Joaquin thruway bus network, which has become one of the largest in the country, serving over 100 communities. A presentation was made at a previous meeting, identifying some of the lesser-used stations and trips.

- Route 1A – Bakersfield/Los Angeles/San Diego: Maintain existing levels and expand with additional trains, as they are returned to service
- Route 1B – Bakersfield/Los Angeles/Long Beach/San Pedro: Currently truncated at LA Union Station; recommended keeping the route truncated
- Route 1C – Bakersfield/Van Nuys/West LA: Staff will bring back recommendations to change stops in the Los Angeles basin
- Route 3 – Sacramento/Chico/Redding: Staff is working with Shasta RTA to create intercity bus service, which would replace the thruway bus service
- Route 6 – Stockton/Dublin/Pleasanton/San Jose: Route is cut back right now; recommended to keep at existing levels, and introduce a new Route 40 with an alternative route through Los Banos
- Route 7 – North Bay to Arcata: Several stops currently eliminated
- Route 9 – Bakersfield/Las Vegas: No changes
- Route 10 – Bakersfield/Oxnard/Santa Barbara: No changes
- Route 12 – Bakersfield/Lancaster/Victorville: Route is suspended for pandemic; staff recommends keeping it suspended, due to it running at a loss; pre-COVID, costs were over \$820,263, but generating only about \$537,886 annually
- Route 18 – Visalia/Hanford/San Luis Obispo/Santa Maria – Route may be discontinued unless JPA decides to subsidize it, or finds a local funding partner
- Route 19 – Bakersfield/Pasadena/Riverside/San Bernadino – Ridership beyond San Bernadino was very low; staff recommending truncation of service, to end at San Bernadino
- Route 34 – Stockton/Oakland/San Francisco – Route is currently suspended due to connecting Sacramento-bound San Joaquin trains being suspended
- Route 99 – Emeryville/San Francisco – No changes recommended

Routes 9, 10, and 18 are operated by virtue of an interlining service agreement, whereby the operating bus contractor covers operating costs in exchange for a portion of the fare revenue, which the JPA has viewed as a favorable arrangement.

Public Comments:

Mike Barnbaum - Recommends Route 3 be truncated at Chico State University rather than eliminated entirely for the future Salmon Runner bus. Recommended a Route 7 stop at Sonoma State University. Recommends combining Routes 9 and 10 into one route. Recommended combining Route 99 with AC Transit local bus service.

Angie Dow, Kings County Area Public Transit - Suggested additional coordination between JPA and local transit agencies for good connections.

Doug Kerr, RailPAC - Opposes elimination of Leggett stop, as the stop does not take much time, being essentially on the side of the road.

Item 10 – South of Merced Integration Study

San Joaquin train service will eventually truncate at Merced once it is replaced by High Speed Rail. Study looks at how best to connect communities south of Merced, e.g., through a partnership with several local transit agencies to establish a multi-county, cross-valley bus network, coordinated with HSR Interim Service. Focus areas included Visalia to Hanford as well as Wasco to Bakersfield. Nearer terms plans are strictly bus service, but longer-term plan includes east/west rail service of potentially 75 miles, between Lemoore/Hanford and Visalia, and is included in 2018 State Rail Plan. Full report (151 pages) is available for public comment and includes draft interagency agreements, between stakeholder agencies in Kings, Tulare, and Fresno counties.

Public Comments:

Bob Neef, Kern Transit – Supports the recommendations of the study.

Angie Dow, Kings County Area Public Transit – Supports the study as a good way to improve connections.

Dave Hudson, City of San Ramon – What is the operating cost and funding source for the service?

Doug Verboon, Kings County – Supports the study, including good rail connection from Corcoran prison

Item 11 – Ridership Update

Ridership has rebounded from about 25 percent of normal to about 50 percent of normal, from December 2020 to June 2021. JPA may potentially consider restoring one train from Bakersfield to Sacramento this fall.

Item 12 – Emeryville Station Love Program

Stations are divided among staff for inspection and community engagement.

Item 13 – Executive Director's Report

Stacey Mortensen provided a brief update on federal legislation.

The next meeting is on September 24, at 9:00 am. Chair Hume adjourned the meeting at 10:53 am.