

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: David Topaz, VP, Employee Development and Engagement
SUBJ: APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL 57, LOCAL 146 (SUPERVISORS UNIT), FOR THE TERM OF JANUARY 1, 2023-DECEMBER 31, 2026

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

The parties would have a new contractual agreement through December 31, 2026, benefitting SacRT and the American Federation of State, County and Municipal Employees (AFSCME), District Council 57, Local 146 (Supervisors Unit) with labor stability and competitive wages and benefits compared to peer transit agencies, thereby positively thereby positively impacting recruitment and retention.

FISCAL IMPACT

The annual impact for the contract per fiscal year (currently for 109 funded and 105 filled positions) are as follows:

FY 2023: \$271,402
FY 2024: \$731,161
FY 2025: \$944,903
FY 2026: \$965,849

The costs for FY 2023 will be covered by the savings accumulated in FY 2023 operating budget, including savings from unfilled but budgeted positions. The costs for future years will be included in each year's operating budget.

DISCUSSION

Formal discussions began between SacRT staff and AFSCME in January 2022 regarding a successor agreement to the January 1, 2019 - December 31, 2022 Collective Bargaining Agreement (CBA). After a total of 13 bargaining sessions, SacRT made a proposal that was accepted as a Tentative Agreement by the AFSCME bargaining team.

This signed Tentative Agreement was brought to the membership by the AFSCME bargaining team for a ratification vote. On 12/22/2022 the AFSCME members voted in the affirmative to ratify the proposed Tentative Agreement. This agreement represents the good faith efforts of the parties to come to an agreement that will help address recruitment and retention of one of our most vital resources, our line supervision transportation employees.

In summary, the substantive terms for the agreement are as follows:

1. Term of Agreement: 4 years from January 1, 2023 through December 31, 2026.

2. Wage/Salary Package:

- Provides for the following annual general salary increases to the pay ranges, consistent with many other transit systems currently concluding collective bargaining:

-January 1, 2023	0%- (Adoption of 8 Step Pay Scale- Next bullet point)
-January 1, 2024	2%
-January 1, 2025	2%
-January 1, 2026	2%

- To promote employee retention, this agreement creates an eight-step pay scale for all covered employees with 5% between each step. Employees will progress through the pay scale. Employees will progress on their Pay Increase Date.

3. Working Condition Modifications:

- Captures and streamlines the process for departmental shift sign-ups.
- Reverts to the contractual daily overtime. This makes overtime easier to track and reduces conflict with holiday OT language; aligns holiday language with PPM; and may provide a cost savings over time on holidays worked.
- Provides additional language relative to Sick Leave Verification to improve attendance management.
- Eliminates requirement to publish and print contract books, instead, CBA will be posted on the SacRT website.
- Reopeners to discuss Supervisor/Trainer language and On-call language.

COLLECTIVE BARGAINING AGREEMENT

Between

SACRAMENTO REGIONAL TRANSIT DISTRICT

and

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, DISTRICT
COUNCIL 57, LOCAL UNION 146**

(SUPERVISOR UNIT)



EFFECTIVE

January 1, 20~~23~~¹⁹ thru December 31, 20~~26~~²²

AFSCME REDLINE CONTRACT

COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1: PREAMBLE.....	1
ARTICLE 2: RECOGNITION.....	1
ARTICLE 3: NON-DISCRIMINATION	2
ARTICLE 4: MANAGEMENT RIGHTS.....	2
ARTICLE 5: UNION, MEMBERSHIP AND DUES CHECK OFF	3
ARTICLE 6: WORK RULES AND STANDARDS	4
ARTICLE 7: DISCIPLINARY ACTION	4
ARTICLE 8: GRIEVANCE PROCEDURE AND ARBITRATION.....	7
ARTICLE 9: EXPEDITED ARBITRATION.....	9
ARTICLE 10: NO STRIKE – NO LOCKOUT	10
ARTICLE 11: RECRUITMENT AND SELECTION	10
ARTICLE 12: TRAINING AND PROBATIONARY PERIODS.....	12
ARTICLE 13: SENIORITY PROVISIONS.....	13
ARTICLE 14: WORKDAY / WORKWEEK.....	13
ARTICLE 15: DEPARTMENTAL SHIFT SIGN-UPS	15
ARTICLE 16: OVERTIME – COMPENSATORY TIME OFF (CTO) (NON-EXEMPT CLASSIFICATIONS)	18
ARTICLE 17: PROMOTION AND TRANSFER OUTSIDE THE AFSCME BARGAINING UNIT	24
ARTICLE 18: ACCRUALS FOR TRANSFERRING EMPLOYEES.....	24
ARTICLE 19: LAYOFF, RECALL AND FURLOUGH.....	25

AFSCME REDLINE CONTRACT

COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS (cont'd)

	<u>Page</u>
ARTICLE 20: WAGES.....	26
ARTICLE 21: PAYCHECKS AND DEDUCTIONS.....	27
ARTICLE 22: PAID HOLIDAYS.....	28
ARTICLE 23: PAID VACATION	31
ARTICLE 24: PERSONAL LEAVE OF ABSENCE	35
ARTICLE 25: BEREAVEMENT LEAVE	35
ARTICLE 26: JURY DUTY LEAVE	36
ARTICLE 27: MISCELLANEOUS LEAVES OF ABSENCE.....	36
ARTICLE 28: UNION BUSINESS – CONTRACT ADMINISTRATION.....	41
ARTICLE 29: LABOR – MANAGEMENT MEETINGS.....	42
ARTICLE 30: SICK LEAVE	43
ARTICLE 31: SUPPLEMENTAL SICK LEAVE ACCOUNT.....	45
ARTICLE 32: FITNESS FOR DUTY MEDICAL EXAMINATION	48
ARTICLE 33: LIGHT DUTY.....	48
ARTICLE 34: INDUSTRIAL ILLNESS OR INJURY.....	49
ARTICLE 35: INSURANCE BENEFITS	50
ARTICLE 36: RETIRED EMPLOYEE AND DEPENDENT INSURANCE BENEFITS	53
ARTICLE 37: EMPLOYEE ASSISTANCE PROGRAM	58
ARTICLE 38: DEPENDENT CARE ASSISTANCE REIMBURSEMENT PROGRAM	58
ARTICLE 39: RETIREMENT PLAN	59

AFSCME REDLINE CONTRACT

COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS (cont'd)

	<u>Page</u>
ARTICLE 40: EDUCATION ASSISTANCE AND REIMBURSEMENT PROGRAM	60
ARTICLE 41: UNIFORMS AND EQUIPMENT	62
ARTICLE 42: TRANSIT PASS	65
ARTICLE 43: DRUG AND ALCOHOL TESTING AND REHABILITATION PROGRAM	66
ARTICLE 44: PERSONNEL RECORDS	69
ARTICLE 45: SAFETY AND SANITATION	70
ARTICLE 46: PRINTING NEW CONTRACT BOOKS	70
ARTICLE 47: CALIFORNIA DRIVER'S LICENSE FEES AND RELATED PHYSICAL EXAMS	70
ARTICLE 48: NEW AND EXISTING JOB CLASSIFICATIONS	70
ARTICLE 49: ASSIGNABILITY	71
ARTICLE 50: TERMINATION AND LEGALITY CLAUSE	71
ARTICLE 51: QUALIFICATIONS	71
ARTICLE 52: TERM OF AGREEMENT	72
<u>Appendix A: – AFSCME Supervisor Pay Scale</u>	<u>74</u>

AFSCME REDLINE CONTRACT

AGREEMENT

This Agreement is made and entered into this, by and between the Sacramento Regional Transit District, hereinafter referred to as “-SacRT”, and the American Federation of State, County and Municipal Employees, AFSCME, Union, Council 57, Local 146, AFL-CIO, hereinafter referred to as “~~UNION~~AFSCME”.

WITNESSETH:

WHEREAS, SacRT has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with covered employees in an effective, efficient and responsible manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay, hours of work and other terms and conditions of employment; to maintain and promote the most satisfactory service to the general public and patrons of the system; to promote harmonious relations between the parties; to foster public sentiment favorable to the operations of SacRT; to provide for an orderly collective bargaining procedure; and provide for the prompt and fair disposition of grievances and disputes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties do mutually covenant and agree as follows:

ARTICLE 1 – PREAMBLE

SacRT and ~~UNION~~AFSCME mutually agree that their objective is for the good and welfare of SacRT and ~~UNION~~AFSCME members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions set forth in this Agreement.
~~as hereinafter set forth and agreed upon.~~

ARTICLE 2 – RECOGNITION

2.01 SacRT recognizes ~~the~~UNIONAFSCME as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work and other terms and conditions of employment, for all SacRT employees employed in the job classification of Transportation Supervisor, as defined in the Memorandum of Agreement for Representation Election dated September 16, 2004. This recognition includes Transportation Supervisors selected to perform duties of Attendance Coordinator and in Training Operators.

2.02 Effective January 1, 2005, SacRT recognized ~~the~~UNIONAFSCME as the exclusive bargaining agent for the employees employed in the job classification of Community Bus Services (CBS) Dispatcher / Supervisor.

AFSCME REDLINE CONTRACT

- 2.03 Effective April 1, 2009, SacRT recognized ~~the UNION~~AFSCME as exclusive bargaining agent for the employees employed in the classification of Transit Officer Supervisor.
- 2.04 Effective September 22, 2010, pursuant to the results of an election conducted by the State Mediation and Conciliation Service (SMCS Case #10-1-110), SacRT recognized the modification of the existing Supervisory Unit and ~~UNION~~AFSCME as the exclusive bargaining agent for employees in the job classifications of Administrative Supervisor, Customer Advocacy Supervisor, Customer Service Supervisor, Facilities Supervisor, Maintenance Supervisor–Bus, Maintenance Supervisor–Light Rail, Maintenance Supervisor–Wayside, Maintenance Trainer–Bus, Maintenance Trainer–Light Rail, and Route Check Supervisor.
- 2.05 Employees performing the same or similar work in newly acquired or created Divisions or Departments of SacRT will be covered by the terms and conditions of this Collective Bargaining Agreement. If there is a dispute as to whether or not such new work and/or workers are proper for recognition under the terms of this Agreement, the parties will promptly meet and attempt to resolve the recognition issue. If the issue remains unresolved, it will be jointly submitted to the appropriate representatives of the California State Mediation and Conciliation Service for determination.
- 2.06 ~~Effective December 9, 2022, SacRT recognized AFSCME as the exclusive bargaining agent for the employees employed in the classification of Operations Training Specialist – Light Rail and Materials Management Supervisor.~~

ARTICLE 3 – NON-DISCRIMINATION

- 3.01 It is the policy of SacRT and ~~UNION~~AFSCME not to discriminate against any employee covered by this Agreement in a manner ~~that, which~~ would violate any applicable laws because of race, creed, color, religion, ancestry, sex, gender, gender identity, gender expression, age, marital status, sexual orientation, national origin, political affiliation, ~~Vietnam-er~~military or veteran status, physical disability, mental disability, or other legally-protected status. ~~wise included in a disadvantaged group. The UNION~~AFSCME further recognizes SacRT’s commitment to ~~both~~ equal employment opportunity and affirmative action.
- ~~3.02 All references in this Collective Bargaining Agreement that refers specifically to the male or female gender will be construed to apply equally to the opposite.~~

ARTICLE 4 – MANAGEMENT RIGHTS

AFSCME REDLINE CONTRACT

- 4.01 SacRT retains all rights of management to make rules and regulations pertaining to employees consistent with the safe and efficient operation of SacRT's business including, but not limited to:
- a) The right to determine the mission, budget, policies and standards of service offered to the public;
 - b) The right to plan, direct, control and determine the operations or services to be conducted by the employees of the SacRT;
 - c) The right to determine the technology, methods, means and personnel by which operations are to be conducted;
 - d) The right to hire, classify, promote, train, transfer, assign and retain employees;
 - e) The right to suspend, demote, discipline or discharge employees for just cause;
 - f) The right to layoff or furlough employees due to lack of work or funds.
- 4.02 A claim that ~~the~~ SacRT's exercise of any prerogative or right of management or promulgation or enforcement of any rule related thereto is in violation of any express limitation or provision set forth elsewhere in this Agreement may be made the subject of a grievance.

ARTICLE 5 – UNION, MEMBERSHIP AND DUES CHECK OFF

- 5.01 UNION Membership – All employees covered by this Agreement are eligible to become and remain members of ~~the UNIONAFSCME~~ and to authorize dues deductions from their pay. SacRT will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and their eligibility for membership in ~~the UNIONAFSCME~~. An ~~UNIONAFSCME~~ Officer, or designee, will be notified within 5 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct an ~~UNIONAFSCME~~ Orientation Meeting.
- 5.02 SacRT will provide ~~the UNIONAFSCME~~, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.
- 5.03 Dues Check Off – On or before the 10th and 25th day of each month SacRT will make payroll deductions for ~~UNIONAFSCME~~ dues and/or fees from the earnings of each individual employee for whom ~~the UNIONAFSCME~~ certifies it possesses voluntary deduction authorization subject to the following:
- a) Deductions for employees certified by ~~the UNIONAFSCME~~ to have provided voluntary dues deduction authorization will commence in the next

AFSCME REDLINE CONTRACT

full pay period following SacRT's receipt of certification from ~~the~~ UNIONAFSCME;

- b) ~~The UNIONAFSCME~~ agrees to promptly certify to SacRT any changes in deductions. Such certification will be provided to the SacRT Payroll and Labor Relations offices;
- c) An employee may revoke the authorization for dues deductions pursuant to the terms of the authorization the employee signed and submitted to ~~the~~ UNIONAFSCME;
- d) Dues deductions will automatically terminate for any employee who promotes or transfers out of the bargaining unit unless moving from one AFSCME bargaining unit to another AFSCME bargaining unit.

5.04 Payroll deductions will be limited to the following choices:

- a) UnionAFSCME Membership Dues
- b) AFSCME Voluntary Political Action Check Off (PEOPLE)

5.05 SacRT will refer all employee inquiries regarding merits of UNIONAFSCME membership, the process for authorizing dues deduction and/or the process for revocation of dues deduction authorization to UNIONAFSCME.

5.06 Hold Harmless – ~~The UNIONAFSCME~~ agrees to hold harmless and to indemnify SacRT for any and all costs or legal action, which may be caused, or result from the SacRT's compliance with this Article.

ARTICLE 6 – WORK RULES AND STANDARDS

6.01 It is mutually agreed that the regulations set forth in SacRT's rulebooks and manuals, with such additions or alterations as are made by SacRT from time to time, are necessary for the efficient operations, and that willful infraction of these rules will constitute just cause for discharge or other disciplinary action.

6.02 SacRT will provide ~~the UNIONAFSCME~~ and Chapter President with a copy of any new or amended standard or rule, including the reason for the change, at least 10 business days prior to its implementation. Upon request, SacRT will meet and confer over the effects of the proposed rule or change.

6.03 No standard or rule will be promulgated or enforced if it is in violation of any provisions elsewhere in this Agreement unless mutually agreed upon. A claim that SacRT's implementation or enforcement of a rule is in violation of a provision(s) of this Agreement may be made the subject of a grievance.

ARTICLE 7 – DISCIPLINARY ACTION

AFSCME REDLINE CONTRACT

7.01 Generally, SacRT subscribes to the principles of progressive disciplinary action when deemed necessary to correct employee conduct, absenteeism, and in the performance of their job. All disciplinary action meted out will be based upon the principles of just cause, as deemed sufficient and appropriate by the SacRT. Such disciplinary action may consist of the following corrective steps:

Informal Discipline not subject to the grievance and arbitration process:

- Oral Warning

Formal Discipline subject to the grievance and arbitration process:

- Written Reprimand
- Suspension From Employment Without Pay
- Demotion
- Termination From Employment

7.02 Nothing herein will be construed as to limit SacRT's ability to administer a level of disciplinary action, including termination from employment for behavior, the nature of which warrants a level of discipline outside the ordinary progression steps. Examples of such behavior constituting such discipline includes the following:

- a) Consumption of any alcoholic beverage while on duty, whether or not found to be in violation of SacRT's DOT FTA Drug and Alcohol Testing Policy;
- b) 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;
- c) Hostile or aggressive acts of insubordination;
- d) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex, sexual orientation, veteran status or age, against the public or other employees;
- e) Theft, misappropriation, or misuse of SacRT funds or property;
- f) Negligent conduct that jeopardizes the health and/or safety of another employee or member of the public;
- g) Tampering or unauthorized altering of information or records of ~~the~~ SacRT;
- h) Lying or submitting false or misleading information in connection with the performance of ones duties;
- i) An act of gross incompetence in the performance of one's duty;
- j) Willful and intentionally causing vandalism of SacRT property or damage destruction of SacRT property resulting from negligence;

AFSCME REDLINE CONTRACT

- k) Possession without a prescription, consumption, selling or offering to sell, giving or offering to give any controlled substance as defined in California Health and Safety Code Sections 11053 to 11058, inclusive, while on duty or subject to duty whether or not in violation of ~~the~~ SacRT's Drug and Alcohol Testing and Rehabilitation Policy;
 - l) 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;
 - m) Fraud in securing appointment.
- 7.03 a) SacRT agrees not to take formal disciplinary action against an employee under Article 7 of this Agreement based solely upon a complaint unless and until such complaint is reduced to writing stating the circumstances giving rise to the complaint and signed by the complainant.
- b) If a written complaint about an employee covered by this Agreement is received by SacRT, and intended to be used in support of a disciplinary action against the employee, the employee will be afforded an opportunity to review and respond to the complaint in writing. The response, if any, will be included with the complaint and any disciplinary notice placed in the employee's personnel file.
- 7.04 An employee whose act(s) or omission(s) warrant the administration of disciplinary action will be presented with a "Charge Letter" within 20 business days of the infraction or 20 business days from when the infraction became known or should have been known by the employee's supervisor. The Charge Letter will describe the infraction and level of disciplinary action. Notice of such charge will be in writing and delivered personally, or sent by certified mail to the employee's last known address. Date of receipt of the Charge Letter will begin the time limits. A copy of the charge letter will be sent to ~~the~~ UNIONAFSCME. An employee contesting the proposed disciplinary action or the level of discipline may file a grievance pursuant to the procedure set forth in this Agreement.
- 7.05 The employee will be afforded 10 business days, from the date of receipt of the Charge Letter, in which to present, orally or in writing, their response to the acts or omissions on which the discipline is proposed. The employee's response will be taken into consideration in whether or not to continue, modify or eliminate the disciplinary action. The final decision of SacRT will be issued to the employee and UNIONAFSCME, in writing, within 10 business days. An employee contesting the disciplinary action or the level of discipline may file a grievance pursuant to the procedure set forth in this Agreement.
- 7.06 Notations of 1 year's standing, or more, on service records of employees will not be considered in disciplinary cases.

AFSCME REDLINE CONTRACT

7.07 If upon review of a suspension, demotion or a discharge, it is found that an employee was improperly disciplined, the employee will be reinstated to the former position without loss of seniority and with all of the salary that they would have earned had they not received disciplinary action. If the review should show that a penalty was justified, but the penalty imposed was too severe, the employee will be returned to duty as above, and that portion of lost salary, which was determined to be excessive, will be paid. It is agreed that, if it is found that the discipline was improperly assessed, no entry will be made on the employee's record of such discipline; if the discipline was properly assessed, but found to be excessive, proper notations will be made in the employee's records.

ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION

8.01 Grievance Procedure

a) Definition – The term “grievance” is defined as a complaint or dispute arising between the parties ~~to~~of this Agreement concerning the proper interpretation or application of any of the provisions of this Agreement, or the impact of general Personnel Policies, applicable to bargaining unit employees. “Management Representative”, “Department Director”, or “General Manger” as used in this Article, refer to those persons or their designated representatives. Oral Warnings issued to employees will not be subject to appeal or grievance.

b) Step 1

1) An employee, a group of employees, or ~~the UNION~~AFSCME, may file a grievance, by completing a grievance form provided by ~~the UNION~~AFSCME. The grievance must include: a written statement describing the circumstances giving rise to the grievance; a clear indication of the issue(s) raised by the grievance; and the ~~a~~Article(s) or ~~s~~Sections(s) of the Agreement, ~~which~~ has (have) been violated.

2) The grievance form must be signed by the grieving employee ~~and/~~or ~~the UNION~~AFSCME Representative. The written grievance must be dated and signed as received by the appropriate Department Management Representative. The written grievance must be presented within 30 business days after the employee receives notice, either orally or in writing, of SacRT's adverse position, or within 30 business days after the employee could reasonably have been expected to know about the circumstances giving rise to the grievance, whichever is sooner.

3) The Department Management Representative receiving the written grievance will hold a hearing within 10 business days, and will present the decision in writing within 10 business days after the date of the hearing. ~~Such~~The decision must state the facts upon which their decision is based, including the remedy or correction offered, if appropriate.

AFSCME REDLINE CONTRACT

c) Step 2

- 1) If the employee and/or the ~~UNION~~AFSCME Representative are not satisfied with the decision rendered at the First Step, then the grievance may be advanced to Step 2 by submitting the grievance to the Department Director within 5 business days of receipt of the Step 1 decision. The Step 2 reviewer will arrange for a hearing to be held within 10 business days of receipt of the appeal to Step 2. The Department Director will present a decision in writing within 5 business days after the hearing, and will state the facts upon which their decision is based, including the remedy or correction offered, if appropriate. ~~(In instances where the Department Director or Manager is the employee's supervisor and issued the First Step decision, the Second Step 2 appeal must is to be filed with the Labor Relations Department.)~~

d) Step 3

- 1) If the employee and/or ~~UNION~~AFSCME Representative are not satisfied with the decision rendered at the Second Step, then the grievance may be advanced to the General Manager/CEO, or designee, within 5 business days, and a hearing held within 10 business days of receipt of appeal to Step 3.
- 2) The General Manager/CEO or designee will present their decision in writing within 10 business days after the hearing, and will state the facts upon which their decision is based, including the remedy or correction offered, if appropriate.

e) Time Limits

- 1) ~~If Failure of~~ either party fails to comply with time limits ~~as set forth above, as they may be extended by mutual agreement, will serve to declare~~ the grievance will be declared settled in favor of the other party and no further grievance action can be taken.
- 2) Time limits in this Article may be extended by mutual agreement.

8.02 Binding Arbitration

- a) If a grievance is not settled in accordance with the foregoing procedure, ~~the UNION~~AFSCME may refer the grievance in writing to binding arbitration within 30 business days after receipt of the Step 3 response. The parties will attempt to agree upon an arbitrator within 10 business days after receipt of the notice of referral. ~~In the event If~~ the parties are unable to agree upon an arbitrator within the 10 business day period, the parties will jointly request that the California State Mediation and Conciliation Service (CSMCS) submit a panel of 7 arbitrators. The parties will flip a coin to decide who will strike first and will then alternately strike names from the list until 1 person is left, who will become the arbitrator. Representatives of SacRT and UNION will alternately strike names from the list until one remains who will be asked to serve as the arbitrator. The order of striking names from the list will be determined by a coin toss. The CSMCS will be

AFSCME REDLINE CONTRACT

notified of the selection and request ~~that~~ the arbitrator ~~to~~ contact the designated representatives of SacRT and ~~UNION~~AFSCME. The hearing will be scheduled at a date, time and place mutually acceptable to the arbitrator, SacRT and ~~UNION~~AFSCME. Unless the parties agree otherwise, all arbitration hearings will be held in Sacramento, California.

- b) The arbitrator will act in a judicial, not legislative capacity, ~~and w~~Without express agreement by the parties, ~~the arbitrator~~ will have no authority to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator will only consider and make decisions with respect to the specific issue(s) submitted and will have no authority to make a decision on any ~~other~~ issue(s) not ~~so~~ submitted. ~~In the event~~ ~~If~~ the arbitrator finds a violation of the terms of this Agreement, the arbitrator will fashion a remedy. The arbitrator will be without power to make a decision contrary to or inconsistent with or varying in any way the application of laws, rules and regulations having the force and effect of law. The arbitrator will be asked to submit a written decision within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

The decision will be based solely upon the interpretation of the meaning and application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement will be final and binding on all concerned.

- c) The fees and expenses of the arbitrator, the cost of a transcription service, and the cost of the hearing room, if applicable, will be divided equally between SacRT and ~~UNION~~AFSCME.
- d) Either party may call any employee as a witness, ~~and such employee if~~ ~~an employee called as a witness is~~ on duty, ~~they~~ will be released from duty for the purpose of ~~thesuch~~ appearance. ~~Such~~ ~~The~~ employee will suffer no loss of pay, nor incur overtime. The ~~G~~grievant will be released and similarly compensated.

ARTICLE 9 – EXPEDITED ARBITRATION

9.01 Expedited arbitration will be used for the resolution of grievances in cases where the parties mutually stipulate to do so.

9.02 The following procedures will apply to all expedited arbitrations:

- a) Except in cases involving discharge of an employee, neither party may be represented by an attorney.
- b) SacRT and ~~the~~ ~~UNION~~AFSCME will each submit 2 calendar days prior to the hearing, a pre-hearing statement to the neutral arbitrator with a copy to the other party, outlining its position and appending whatever exhibits it wishes to present. An employee's attendance record before the month in question will stand as previously determined and will not be subject to further factual dispute.

AFSCME REDLINE CONTRACT

- c) The presentations of the parties may be made by way of: statement by the parties' representative~~s~~; presentation of witnesses; or both, but the hearing will be informal and rules of evidence will be liberally construed. A court reporter will transcribe the proceedings, but a transcript will be prepared only upon request of either party, and paid for by the requesting party. If the other party requests a copy of the transcript as well, the cost will be divided equally.
- d) Following each case, the neutral arbitrator will moderate a discussion with the objective of achieving agreement between the parties. If the parties cannot agree, the neutral arbitrator will determine the award. The award will be announced orally to the parties, including the employee, and will be documented in writing at the hearing but will not include a written opinion. The award will be final and binding, but will not be used as a precedent in any other case.
- e) The fee and expenses of the arbitrator and reporter will be shared equally by the parties. The reimbursement of wages for employees called as witnesses, where the employee has suffered loss of wages ~~have been incurred by said employee~~, will be paid by the party calling the witness. Witnesses will be scheduled so as to minimize disruption of SacRT service and ~~or~~ UNIONAFSCME business.
- f) The parties may select a neutral arbitrator by mutual agreement. ~~In the event~~if the parties cannot mutually agree upon the selection of an arbitrator, they will request a list of 7 names from the ~~California State Mediation and Conciliation Service (CSMCS)~~. The fee for CSMCS to provide the list will be shared equally by the parties. The parties will flip a coin to decide who will strike first and will then alternately strike names from the list until 1 person is left who will become the arbitrator. If that person is not willing to serve as arbitrator, the parties will request another list(s) and follow the above procedure until an arbitrator is selected.

ARTICLE 10 – NO STRIKE – NO LOCKOUT

- 10.01 During the term of this Agreement, neither ~~the UNIONAFSCME~~ nor its agents or any employee, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with the work and operations of SacRT.
- 10.02 During the term of this Agreement, neither SacRT nor any of its agents, will authorize, institute, aid or promote any lockout of employees covered by this Agreement.
- 10.03 SacRT may discharge or discipline any employee found in violation of paragraph 1, above.
- 10.04 It will not be a violation and will not be a cause for disciplinary action for a covered employee to voluntarily refuse to cross a picket line on any property involved in a primary, bona fide labor dispute.

AFSCME REDLINE CONTRACT

- 10.05 It will not be a violation of this section nor cause for disciplinary action ~~if should~~ any employee voluntarily crosses ~~es~~ a picket line on SacRT ~~_~~property when ~~the~~ SacRT ~~_~~is involved in a primary labor dispute.
- 10.06 Nothing contained ~~herein in this Article~~ will preclude SacRT from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 11 – RECRUITMENT AND SELECTION

- 11.01 SacRT maintains a program for the recruitment and selection of qualified people to fill vacant positions, which furthers the goals and is compliant with applicable state and federal Affirmative Action and Equal Employment Opportunity laws.
- 11.02 Internal and External Recruitment – A simultaneous, internal and external recruitment will be utilized for filling new and/or vacated positions within the bargaining unit. The selection for filling a new or vacated position will be based on the best-qualified applicant, as determined by the hiring authority. In the event qualifications between internal applicants are determined to be relatively equal, the vacancy will be filled by the competing bargaining unit member with the greatest seniority.
- 11.03 Vacancy Posting and Bidding – A “vacancy” is defined as an unfilled budgeted and authorized position in a job classification within the bargaining unit. When filling a vacant position, SacRT will post the vacancy (Job Classification) for not less than 10 business days, on all official SacRT Bulletin Boards. All interested employees, including bargaining unit members must submit an updated application for the position vacancy, to the Human Resources Department, within the time limits specified on the posting. Any member of the bargaining unit working in the job classification, regardless of departmental work location, will be invited to the oral interview with the hiring authority. The best-qualified applicant (internal or external) will be selected to fill the vacancy.
- 11.04 A bargaining unit member not working in the classification where the vacancy exists who submits an application for the vacancy will have their candidacy considered on the same basis as all other internal and external applicants.
- 11.05 An employee on vacation or other approved leave of absence who did not have an opportunity to submit a bid (application) for a vacancy may do so within the first 5 days after returning to work, provided a test has not been given or oral interview notification letters have not been mailed to candidates.
- 11.06 An employee who moves into a bargaining unit job in a different department will have their seniority “frozen” in the department from which they moved and will begin accruing seniority in the new department beginning with the effective date of the move. Should the employee return to a bargaining unit job in a department in which they previously worked, the employee’s seniority will commence to accrue from the point at which it was “frozen.”

AFSCME REDLINE CONTRACT

11.07 Staffing a New Department or Site of Operation

- a) The opportunity for filling vacant bargaining unit jobs following the creation of a new department will go by seniority to existing bargaining unit members working in the same job classification. The opportunity for filling vacant bargaining unit jobs following the establishment of a new site of operation for an existing department will first go to existing bargaining unit members working in the expanding department. Selection will be made based on classification or bargaining unit seniority from those employees expressing interest during a sign-up conducted pursuant to the provisions herein. Any remaining unfilled bargaining unit jobs will be filled pursuant to the procedures set forth in paragraphs 11.02, 03, 04, 05 and 06 above.
- b) To the extent practicable, shift, vacation and floating holiday bids will be honored at the new department or operating site. Depending upon the circumstances, a new sign-up for shift and vacation/floating holiday selection may be held. Selections will be awarded based upon classification or bargaining unit seniority, as appropriate.

11.08 Resignation from Employment – A resignation is defined as a voluntary separation from employment at the request of the employee. A resignation must be submitted in writing to the employee’s Department Manager or Director. Once accepted by SacRT, the resignation is final.

ARTICLE 12 – TRAINING AND PROBATIONARY PERIODS

PROBATIONARY PERIODS

- 12.01 All employees hired into a job classification covered by this Agreement will work in a probationary status for their first 12 months of employment.
- 12.02 Employees who transfer from a classification within SacRT to a new classification or to a new department will remain in probationary status for the first 12 months of employment in the new classification or department.
- a) A probationary period may be extended for up to 3 additional months to allow the employee every opportunity to meet the requirements for the new job. Prior to extending a probationary period, employees will be given a written evaluation no later than 30 days in advance of the end of their scheduled probationary period; advising the employee of the intent to extend the probationary period and noting areas requiring improvement for the employee to successfully complete probation.
 - b) Transferring employees who do not successfully complete probation in the new classification will have the opportunity to return to their previous classification if the position has not yet been advertised or filled.

AFSCME REDLINE CONTRACT

- 12.03 The probationary period will constitute a trial period during which SacRT will judge the performance, skill, ability, competency, fitness, attendance and other attributes necessary for successful performance of the job. During the training and probationary period, management's judgment as to the qualifications of the employee and the imposition of discipline or discharge will not be subject to the grievance and arbitration procedure.

TRAINING

- 12.04 SacRT will provide training for employees who are newly hired, promote, or transfer into classifications covered by this Agreement. The purpose of such training is to prepare the employee to satisfactorily and safely perform the new job according to the processes, policies, procedures and practices established by SacRT.

ARTICLE 13 – SENIORITY PROVISIONS

13.01 Definitions

- a) SacRT Seniority: New employees will be placed on SacRT Seniority List in accordance with the date they are hired by SacRT.
 - b) Classification Seniority: Employees will be placed on the Classification Seniority List in accordance with the date they are hired as, or promoted to, or transferred to a classification covered by this Agreement.
 - c) Department Seniority: Employees will be placed on the Departmental Seniority List in accordance with the date they are hired as, or promoted to, or transferred to a Department.
 - d) Departmental Classification Seniority: Employees will be placed on a Departmental Classification Seniority List in accordance with the date they are hired, promoted or transferred.
- 13.02 Employees taken over by SacRT will be placed on all applicable Seniority Lists in accordance with their first date of employment with SacRT.
- 13.03 No employee will lose their seniority rights due to illness or injury.

ARTICLE 14 – WORKDAY / WORKWEEK

14.01 Workweek Defined

- a) 5/8/40 Workweek: The 5/8/40 work schedule is one in which an employee is regularly scheduled to work a fixed 40 hours in one workweek (7 consecutive days). The employee regularly works 5 eight-hour days with 2 consecutive days off during the workweek (7 consecutive days), ~~except as provided in f, below.~~

AFSCME REDLINE CONTRACT

- b) 4/10/40 Workweek: The 4/10/40 work schedule is one in which an employee is regularly scheduled to work a fixed 40 hours in one workweek (7 consecutive days). The employee regularly works 4 ten-hour days with 3 consecutive days off during the workweek (7 consecutive days) ~~except as provided in f, below.~~
- c) 9/8/80 Workweek: The 9/8/80 work schedule is one in which an employee is regularly scheduled to work a combination of 9 hour and 8 hour workdays 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 workday.

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.

- d) Except as provided in c) above, the workweek will commence on Sunday 12:00 a.m. and end on Saturday 11:59 p.m.
- e) This provision does not preclude the parties from mutually agreeing to alternate work schedules.

14.02 Workday Defined

- a) A workday will normally consist of a minimum of 8, 9 or 10 work hours, depending on the workweek schedule.
- b) It is recognized that occasionally employees may need time off during the workday to take care of personal business. In such instances, with prior notice and approval, the employee's work schedule may:
 - 1) Be swapped with another employee, within a single workweek, or
 - 2) Be varied within said employee's workday, provided it does not result in any unintended overtime.
- c) An employee's pay will be reduced for each hour or quarter hour of absence, up to the total number of hours regularly scheduled to be worked by the employee on the day of any absence not covered by any approved leave credit usage.

14.03 Lunch Breaks

- a) Lunch Breaks

In the event an employee has an unpaid lunch interrupted by work, the employee will be afforded an alternate time for their lunch break or the employee may submit overtime for the missed lunch break at the employee's discretion.

- b) Non-Exempt Classifications

AFSCME REDLINE CONTRACT

- 1) Bus and Light Rail Transportation Supervisor, Transit Officer Supervisor and CBS Dispatcher / Supervisor – Lunch breaks of 30 minutes must be taken after the beginning of the third hour and completed before the beginning of the seventh hour of the work shift. Employees working shifts starting between 19:00 (7 p.m.) and 03:30 (3:30 a.m.) on weekdays, or any shift on a Saturday, Sunday or paid holiday, will be paid for their 30 minute lunch period.
 - 2) Bus, Light Rail Wayside Maintenance Supervisor and Maintenance Trainer – The workday of an employee who reports for work between 12:00 (Noon) and 06:59 (6:59 a.m.) will consist of 8 consecutive hours which includes a 30 minute paid lunch period regularly occurring between the 3rd and 5th hour.
- c) Exempt Classifications

A lunch break of at least 30 minutes will be provided as near the middle of each work shift as is practicable.

14.04 Rest Breaks

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

ARTICLE 15 – DEPARTMENTAL SHIFT SIGN-UPS

15.01 Supervisor Quarterly Shift Sign-Ups (Transportation Supervisors)

- a) A regular sign-up for work assignments and regular days off will take place 4 times per year, to coincide with the ATU sign-ups. Departmental Classification Seniority will prevail during these shift selections. The effective sign-up periods may be changed by mutual agreement between ~~the Union~~ AFSCME and SacRT. A request by SacRT will not be unreasonably denied.
- b) The date that the regular sign-up process begins will be established no later than 30 days in advance of the upcoming sign-up period, in order to expedite the process.
- c) Work schedules will be developed by a Supervisory Committee consisting of up to 3 Supervisors from each Department, and at least 1 Superintendent, overseen by the Department Director. This committee will be responsible for developing shifts and days off needed to cover all assignments. The committee will also designate critical shifts. (See Article 16, Section 16.02). The intention in developing schedules will be to create as little disruption to the workforce as possible while maintaining the business needs of SacRT from one schedule to the next.
- d) When the proposed shifts are completed, they will be presented to the Department Director for approval or directed corrections, at least 42 weeks

AFSCME REDLINE CONTRACT

prior to the sign-up. The Department Director will have final approval of the shifts.

- e) Those on vacation during the sign-up process will be responsible to contact ~~the Union~~AFSCME or SacRT at the appropriate time, or be subject to being bypassed. Each Supervisor will be allotted a pre-determined 2-hour slot to sign up by the shift committee. All employees will be given the opportunity to pick shifts by written proxy or through ~~a Union Representative~~another Supervisor.
- f) New Department Sign-Ups will follow procedures set forth in this Article.

15.02 Vacation Relief Assignments (Transportation Supervisors)

- a) The most senior Vacation Relief Supervisor (VCR-1) will be responsible for the assignment of Supervisor shifts during the quarterly sign-up. If VCR-1 is unavailable for the assignment of Supervisor shifts during the quarterly sign-up, VCR-2 or VCR-3 will assume responsibility.

Supervisors will pick shifts based on seniority. Shift schedules will be made 2 weeks in advance of their effective date.

- b) No changes may be made within 2 weeks of the effective date without mutual agreement between the effected VCR Supervisors and SacRT.
- c) VCR Supervisors will fill work in the following order:~~Whole vacation weeks available will be filled as whole weeks by the VCR Supervisors.~~
 - Whole weeks (must take full week)
 - Floating holidays, vacation days, etc.
 - Any other open work
- d) VCR Supervisors bidding partial weeks may not knowingly create a doubleback.

15.03 Bus Maintenance Supervisors

- a) An employee hired or promoted into the Bus Maintenance Supervisor job classification will be assigned a shift, days off and work location for training. The employee will spend a minimum of 30 calendar days in each of 4 work locations within the department. Training may be extended as deemed necessary depending on the employee's skills and abilities, or operational demands.
- b) Upon a "triggering event" or approaching the expiration of 24 months, whichever occurs first, a shift and days off sign-up will be conducted. A "triggering event" is defined as any personnel activity which changes the staffing level in the department, e.g., retirement, resignation, termination, increase in authorized positions, workforce reallocation, special assignment, new supervisor completes training, etc.
- c) Upon the initial implementation of this Agreement, and thereafter upon the occurrence of a triggering event, or nearing the lapse of 24 months since

AFSCME REDLINE CONTRACT

the last shift sign-up, a shift and days off sign-up process will be conducted pursuant to the following:

- 1) A list of all shifts and associated days off will be compiled and posted for review by all supervisors at least 5 calendar days before the anticipated sign-up date. All employees in the classification will be listed in descending departmental classification seniority order with the employee possessing the most seniority in the #1 position. A supervisor completing new hire training will be placed at the bottom of the list for the resulting shift and days off sign-up.
- 2) In descending departmental classification seniority order, all employees will indicate their selection of a shift and associated days off beginning with #1. Employees will begin work on their new shift and days off two weeks after the conclusion of the sign-up.
- 3) On a shift where there are 2 or more supervisors with different days off, a supervisor desiring different days off may exchange with another supervisor, provided both parties are in agreement. The exchange and start date must be approved by the Superintendent or Department Manager.
- d) The Department Manager or Superintendent may assign a supervisor to a "Special Assignment" in accordance with the language of Section 15.05, below. A supervisor working in a Special Assignment capacity will not be included in the shift and days off selection process until Special Assignment is terminated and they return to regular supervisory duties.

15.04 Light Rail and Wayside Maintenance Supervisors

- a) An employee hired or promoted into a Light Rail Vehicle Maintenance or Wayside Supervisory job classification will be assigned to training for up to a year with varying shifts and days off upon initially reporting to work. Training may be extended as deemed necessary depending on their skills and abilities, or operational demands.
- b) Upon completion of training or following a "triggering event," a sign-up for shifts and regular days off will take place. A "triggering event" is defined as any personnel activity which changes the staffing level, e.g., retirement, resignation, termination, increase in authorized staffing level, workforce reallocation, special assignment, new supervisor completes training, etc.
- c) Seniority within the classification will control in sign-up selections for shifts and regular days off.
- d) The Department Manager or Superintendent may assign a supervisor to "Special Assignment" in accordance with the provisions of Section 15.05, below.

15.05 Special Assignment

AFSCME REDLINE CONTRACT

- a) A “Special Assignment” is defined as any work outside the regular and routine supervisory duties, which must be performed by the department.
- b) Upon the occurrence of a Special Assignment, a sign-up sheet will be posted to solicit interest from all supervisors in the department as to whether or not they would be interested in the assignment.
- c) Those supervisors indicating interest in the Special Assignment will be subject to an interview process with final selection made by management.
- d) Selections will be for a minimum of 1 year or at the conclusion of the assignment. At the expiration of 1 year, the selected supervisor may opt out of the Special Assignment. In that event, the sign-up process will start over.
- e) In the event there is not enough work to support a Special Assignment or the employee’s performance is unacceptable, the supervisor will be relieved of the Special Assignment and the sign-up process will be conducted.
- f) Special Assignment Supervisors may be utilized to fill in for other supervisor absences within the department, shift coverage and/or holiday work rotation.

15.06 Facilities Maintenance Supervisors

- a) An employee hired into a Facilities Maintenance Supervisor classification will be assigned a shift, days off and work location for training, upon initial employment. The supervisor will spend a minimum of 30 calendar days in each of 3 work locations within the department. Training may be extended as deemed necessary depending on the supervisor’s skills and abilities, or operational demands.
- b) A sign-up for shifts, work location and regular days off will take place following a “triggering event,” in the department. A “triggering event” is defined as any personnel activity which changes the staffing level, e.g., retirement, resignation, termination, increase in authorized staffing level, workforce reallocation, new supervisor completes training, etc.
- c) Seniority within the classification will control in sign-up selections for shifts and days off.
- ~~d) In order for all personnel to become acquainted with all aspects of the department’s operation, each supervisor will be reassigned to a different work location at least one time in each 5 years.~~

15.07 Single Supervisor Departments

- a) An individual hired or promoted into a department where there is only one covered supervisory position within the classification, shift hours and days off are determined by department management.

AFSCME REDLINE CONTRACT

- b) Should two or more supervisors be employed in the department and different shifts or days off are established by management, employees will be given the opportunity to select their preference based on their seniority within the classification.

ARTICLE 16 – OVERTIME – COMPENSATORY TIME OFF (CTO) (NON-EXEMPT CLASSIFICATIONS)

16.01 Overtime

- a) An employee will receive pay at time and one-half their ~~regular straight time hourly~~ rate of pay for all hours worked in excess of 8, 9, or 10 in a day, or 40 in a week, depending on their shift.
- b) Hours paid for, but not worked due to Vacation, Holidays, Floating Holidays, Military Leave, Jury Duty Leave, Paid Sick Leave, Emergency Leave-scheduled-in-advance, and for Bereavement Leave, will be counted as time worked for purposes of computing eligibility for overtime payments. ~~for hours worked in excess of 40 hours in one week. Unplanned or unscheduled leave will not count towards the calculation of overtime.~~
- c) An employee will receive pay at time and one-half their straight time hourly rates for all hours worked after a 10-hour spread.
- d) An employee participating in an Accident Grading Board (AGB) meeting will be paid a minimum of 2 hours or for the actual number of hours worked, whichever is greater, at the applicable straight time or overtime hourly rate.
- e) With the exception of an employee subject to the “On Call – Standby” provisions of Section 16.06 below, an employee required to work on a regularly scheduled day off will be paid a minimum of 4 hours, or for the actual number of hours worked, whichever is greater, at the applicable overtime hourly rate.
- f) An employee required to attend a meeting on a regularly scheduled day off or outside their regular hours on a scheduled workday will be paid a minimum of 2 hours, or for the actual number of hours attended, whichever is greater, at the applicable overtime hourly rate. An employee who shows up for a meeting that has been cancelled, without prior notification, will be paid 1 hour at their straight time hourly rate.
- g) The parties agree that with the adoption of this Agreement, the prior grievance on holiday paid hours is resolved, and holiday paid hours will not result in pyramiding with hours worked on a holiday.

16.02 Overtime Assignments To Fill All Or Part Of A Vacated Shift In The Bus Or Light Rail Departments (Bus and Light Rail Transportation Classifications)

- a) As a part of the quarterly development of Supervisor Work Assignments, specific shifts or parts of shifts, will be designated as “critical,” and will be deemed necessary to cover until the next quarter’s shift selection. All or

AFSCME REDLINE CONTRACT

part of shifts designated as critical, may have the specific duties modified to provide the best coverage when assigned as overtime.

- b) Shifts designated as “critical” will be presented to the Department Director for review and approval, along with the work assignments. ~~In the event of a dispute over whether the shift/hours is/are designated as “critical,” at the request of either party, a meet and confer session(s) may be scheduled to resolve the issue.~~
- c) Supervisor Overtime Assignments

1) Day Off Work

All shifts will be filled by departmental seniority order by Supervisors who can work the entire period of time offered in the following order on a recorded line:

- i. First by Supervisors on a regular day off;
- ii. Supervisors already on duty, available to work additional time when a shift is broken up;
- iii. Supervisors already assigned overtime work (for partial shifts only);
- iv. Supervisors who are temporarily in the Training Department / Special Assignment; and
- v. Supervisors on vacation or on a floating holiday.

Superintendents ~~shall~~will review, ~~as needed~~, the proper application of all overtime assignments.

2) Assignment Work

All available work will be filled by seniority order to Transportation Supervisors in the following order:

- i. Full Shift – Work that needs to be filled in its entirety (8-10 hour shifts).
 - a. Supervisor on a regular day off.
 - b. If no regular day off Supervisor accepts the work, then the work will be broken up into partial shifts and filled as specified below.
- ii. Partial Shift – Work that is less than the entire shift. If the work is for 4 hours or more, it must be first offered as day off work.

AFSCME REDLINE CONTRACT

- a. The Supervisor who can start the work and complete the assignment within their 12-hour workday, within a 15-hour spread time.
- b. If the Supervisor who starts the piece of work cannot finish the piece, then the next available Supervisor in seniority will continue or finish the available shift not covered in this section under 2 above, full shift, within their 12-hour day, within a 15-hour spread time.

3) Overtime Assignment Provisions/Criteria

- i. Supervisors will have 30 minutes to accept or deny day off work. Time starts from the reception of the call, time message left on a recording device, or time contact was attempted. Responses are yes, no, or call back. A "no" response means no for any work that becomes available.
- ii. When a Supervisor accepts a full or partial shift for day off work, that is their work. If any other subsequent work becomes available, it will be offered to the next Supervisor in order.
- iii. If a Supervisor who has accepted day off work and later refuses the work, they will drop down to the bottom of the eligibility list.
- iv. Supervisors must have a minimum of 8 hours off between work assignments (double-back). Partial shifts will be offered in seniority order after the 8-hour minimum requirement is fulfilled.
- v. A Supervisor who calls in sick the day prior to the available work will retain their scheduled or day off work hours for determining availability for work (double-back).
- vi. A Supervisor who is assigned an office day will retain their scheduled work hours for determining availability for partial shifts, until 12-hour work day is completed, within a 15-hour spread time.
- vii. A Supervisor who is assigned an office day the day prior to the available work will retain their scheduled work hours for determining availability for work (double-back).
- viii. A Supervisor who swapped a shift the day prior to the available work will drop down to the bottom of the eligibility list (swap you drop).
- ix. Supervisors who swap an entire workweek will be responsible for proper documentation and assume the days off in seniority and will be available for day off work in proper order.
- x. Supervisors cannot swap day off work assignments.

AFSCME REDLINE CONTRACT

- xi. No Supervisor will be assigned overtime beyond their regular 12-hour workday, within a 15-hour spread.
- xii. If ~~a Supervisor is~~~~you are~~ contacted for day off work, ~~you~~~~the Supervisor~~ must notify the caller that ~~you~~~~they~~ are on vacation or floating holiday status.
- xiii. There is no bumping of shifts, with the exception of a mis-assigned overtime shift.

- d) If the work is not covered as described above, a mandatory assignment may be made to the Supervisor(s) with the least Departmental Seniority. In the case of a service disrupting emergency, a Supervisor may be required to extend their off duty until a relief can be made, within their 12 hour work limit.
- e) There will be no impact on the level of service operated if a shift deemed to be "critical" cannot be filled on a voluntary basis and is not filled on a mandatory basis.
- f) All overtime assignments will be subject to the maximum hours of work limitations and/or spread limits applicable to Transportation Supervisors.
- g) ~~If a Supervisor or the UNION AFSCME, who~~ feels that the Supervisor did not receive a proper overtime assignment, they are entitled to file a grievance for the mis-assigned time. If the grievance is found valid, the affected Supervisor will be compensated.

16.03 Overtime Assignments To Fill All Or Part Of A Vacated Shift In The Community Bus Service Department

- a) Vacated hours of 4 hours or less ~~that SacRT deem~~~~sed~~ necessary to cover will be offered first, in departmental seniority order, to the employee(s) working the shift in conjunction with the vacated hours.
- b) Vacated hours of more than 4 hours ~~that SacRT deem~~~~sed~~ necessary to cover will be offered in departmental seniority order to day off CBS Dispatcher/Supervisors.
- c) If the vacated work is not covered as described above, a mandatory assignment may be made to the employee(s) with the least Departmental Seniority.
- d) ~~If A~~~~n employee or the UNION AFSCME, who~~ feels that an employee did not receive the proper overtime assignment, ~~is~~~~they are~~ entitled to file a grievance for the mis-assigned time. If the grievance is found valid, the affected Supervisor will be compensated.

16.04 Overtime Assignments To Fill All Or Part Of A Vacated Shift In The Bus or Light Rail and Wayside Maintenance Departments

AFSCME REDLINE CONTRACT

- a) Day off overtime will be assigned on a rotational basis according to classification seniority, in the Department, on each shift. The rotation will include Maintenance Supervisors and Trainer(s). If the person next in line to work day off overtime has vacation scheduled for the week immediately before or after the day that needs to be covered, the next available person on the rotation list will be assigned to work overtime. Supervisors or Trainers scheduled to work day off overtime may solicit another supervisor or trainer to work in their place, without affecting placement on the overtime rotation list.
- b) Employees will not be assigned to work 7 consecutive days. If required, an employee may be assigned to day off overtime on a different shift in order to ensure adequate coverage or to provide 7th seventh day relief for another supervisor.

16.05 On Call – Standby Pay for Wayside and Facilities Maintenance Classifications

- a) These On Call – Standby provisions are voluntary and intended to provide assistance to critical equipment impacting operations. In the event there are no volunteers, on call – standby will be assigned on rotational basis based on SacRT seniority.
- b) An employee volunteering for On Call – Standby status is assigned on a rotational basis for a period of 7 consecutive days, including holidays. The assignment will generally begin at 7:00 a.m. on Tuesday and end at 6:59 a.m. the following Tuesday. An annual rotation schedule showing the assignments of all Supervisors will be finalized in December for assignments the following year. The schedule may be modified during the year from time to time to accommodate occasional conflicts.
- c) An employee volunteering for On Call – Standby status is to remain available to respond to a trouble call or emergency within a timely manner and take the appropriate action necessary to correct problems or address situations negatively affecting Light Rail and/or Bus Operations.
- d) An employee on On Call – Standby status will be compensated 2 hours at the time and one-half rate for each day, Monday through Sunday including SacRT paid holidays. Compensation may be booked as Compensatory Time Off (CTO), at the request of the employee, in lieu of actual payment.
- e) In the event it is necessary for an 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 overtime rate. Such compensation for time worked is in addition to the On Call – Standby status pay described in paragraph d, above.
- f) Employees will not be compensated for On Call – Standby status on any day on which they are on approved vacation or, floating holiday. -Except during full week periods or longer where no Supervisors are working their regular schedules, and the On Call – Standby Supervisor will be eligible for the pay but will be available 24hrs/day during their rotation. Under no circumstances will a Supervisor be paid on call pay while utilizing statutorily

AFSCME REDLINE CONTRACT

protected leaves (FMLA/CFRA, ADA, Military Leave, PDL, etc.) or other leave status.

16.06 Holiday Work Rotation (Bus and Rail Maintenance Departments)

- a) Holiday works, as defined in Article 22, will be assigned to Supervisors or Trainers on a rotational basis mutually agreeable to those in the Department. ~~In the event~~ If there is no agreement, rotation will be based on the inverse order of departmental classification seniority.
- b) The Rotation List will be maintained as follows: Upon completion of one's holiday work assignment, the individual will be placed at the bottom of the Rotation List.
- c) If the Supervisor or Trainer is on vacation during the entire week during which holiday work assignment falls, they will not be required to work the holiday.
- d) If the Supervisor or Trainer has a regularly scheduled day off on the holiday, they will not be required to work the holiday. The holiday work assignment will fall to the next person on the Rotation List. The bypassed supervisor will remain at the top of the Rotation List for assignment to work the next holiday.
- e) Work on a holiday will be compensated at the overtime rate for 8 hours or the actual hours worked, whichever is greater. Supervisors or Trainers must physically report to work at least 1 time during the holiday assignment ~~in order~~ to receive compensation.

16.07 Compensatory Time-Off (CTO)

An employee may elect, on a ~~pay-period-by-pay-period~~ basis, to accumulate CTO for all overtime hours worked ~~in excess of 40 hours in a workweek~~, at the appropriate hourly rate of time and one-half for each hour of overtime worked (time and one half or double time). ~~At such time as~~ Once the 40-hour maximum CTO limit has been banked, the employee will be paid for all subsequent successive overtime hours worked.

16.08 Incidental Time Off – Exempt Employees

a) Eligibility

Those employees falling within the Administrative, Professional or Executive Exemptions under the Fair Labor Standards Act (FLSA) (exempt employees) who routinely work in excess of 40 hours during their normal workweeks will qualify for incidental time off. The following employees will not be eligible for incidental time off: 1) non-exempt employees as defined under the FLSA; 2) exempt employees who by SacRT Policy are eligible for overtime pay; and 3) exempt employees who do not routinely work in excess of 40 hours.

AFSCME REDLINE CONTRACT

b) Department Manager/Director Decision and Benefit

1. At the sole discretion of an employee's Department Manager/Director, an exempt employee who routinely works over ~~forty (40)~~ hours during a workweek may be allowed to take a maximum of 4 hours paid time off during a workday.
2. An eligible employee working less than 4 hours on their regularly scheduled workday will not be eligible for incidental time off on that day.

ARTICLE 17 – PROMOTION AND TRANSFER OUTSIDE THE AFSCME BARGAINING UNIT

- 17.01 ~~The UNION~~AFSCME agrees that any employee accepting a promotion, transfer or appointment to a position not covered by the terms and provisions of this Agreement forfeits all representation by ~~the UNION~~AFSCME.
- 17.02 Whether or not ~~the~~such employee subsequently returns to their previous classification is a matter for determination between the affected employee and SacRT, and ~~the UNION~~AFSCME has no jurisdiction in ~~those~~such cases.
- 17.03 ~~An E~~employees who ~~is~~are temporarily or permanently appointed to a position or classification not covered by ~~the jurisdiction of the UNION~~this Agreement and who returns to work in their previous classification prior to the lapse of 12 months will suffer no loss of classification seniority.
- 17.04 The privilege of returning to ~~a classification~~work without loss of prior classification seniority, as provided ~~in Section 17.03, above~~ will apply only 1 time to any employee.
- 17.05 At the time any employee is appointed or transferred from, or back into, the bargaining unit, SacRT will provide ~~the UNION~~AFSCME with written notice of same, showing the name of the employee and the effective date of ~~the~~such appointment or transfer.

ARTICLE 18 – ACCRUALS FOR TRANSFERRING EMPLOYEES

18.01 Accrued Benefits and Floating Holidays

- a) An employee transferring from a position not governed by this Labor Agreement will retain the accrued vacation and sick leave benefits and floating holidays remaining on the date of transfer as follows: 1) only if such benefit is provided under this Agreement, and 2) it may not exceed the maximum benefit accrual permitted under this Agreement.
- b) An employee transferring from a position not governed by this Agreement, will be subject to the accrual schedule or table applicable to the employee's most recent full-time date of hire with SacRT.

AFSCME REDLINE CONTRACT

- c) An employee transferring to a position not governed by this Agreement, may retain accrued vacation and sick leave 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.

18.02 Use and Scheduling of Accrued Benefits and Floating Holidays

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

ARTICLE 19 – LAYOFF, RECALL AND FURLOUGH

- 19.01 Layoff will be defined as an involuntary separation from employment, due to lack of funds and/or lack of work. If SacRT determines that a layoff and/or a furlough is necessary, SacRT will endeavor to meet with ~~the UNION~~AFSCME 15 days prior to notifying employees of their layoff and/or furlough. The purpose of the meeting will be to discuss the effects of the layoff and/or other options, including furloughs.
- 19.02 When a layoff is deemed necessary, affected employees will be laid off in inverse order of their classification seniority within their department. For layoff and recall purposes, Supervisors working on special assignments, will be assigned to the department from which they were transferred and retain the seniority they have earned in their respective departments. Employees, whether in multi or single position classifications that are affected by the layoff may transfer into vacant job classifications within the bargaining unit, provided they meet the minimum qualifications for the job. An individual moving into a vacant position will be compensated at the rate of pay for the new job that is consistent with the employee's length of employment, if applicable.
- 19.03 Notification of Layoff – Written notification will be given to affected employees and ~~the UNION~~AFSCME as much in advance of the anticipated layoff date as possible, but no later than 45 calendar days. Notification will be hand delivered to the employee whenever possible. If the employee is unavailable for hand delivery, notification will be mailed to the employee's most recent address on record at the Human Resources Department. If the Worker Adjustment and Retraining Notification Act (29 USC, Section 2101-2109) is applicable to the layoff, SacRT will provide affected employees notification of at least 60 days.
- 19.04 Recall from Layoff – Employees displaced due to layoff will be placed on a "recall list" for a period of 48 months from date of layoff. If there is a recall, employees on the recall list will be recalled to work in the job classification from

AFSCME REDLINE CONTRACT

which they were laid off, in inverse order of their layoff. No vacancies within a job classification will be filled by new hires, including Personal Service Contract or Agency Temporary employees, until all employees on layoff from the affected job classification have been given notice and opportunity to return to work. However, the SacRT may employ non-bargaining unit workers to perform bargaining unit work when the work or project is funded by a Grant that mandates the use of non-employee, outside contract workers.

- 19.05 Notice of recall from a layoff will be sent by Certified Mail, Return Receipt Requested, to the employee's most recent address of record. Employees will be given 14 calendar days from date of receipt of the notice in which to respond to SacRT as specified in the letter. An employee failing to respond within 14 calendar days of receiving the letter, or the letter is returned as "undelivered" will serve to remove the employee from the recall list. Unless the employee can show that the failure to respond was due to circumstances beyond their control.

ARTICLE 20 – WAGES

20.01 Pay Ranges

- a) The pay ranges for classifications in the ~~B~~bargaining ~~U~~unit as of December 31, 20~~22~~~~18~~ are listed below:

<u>Hourly Classification</u>	<u>Hrly. Min</u>	<u>Hrly. Max</u>
Transportation Supervisor	\$41.76 \$58.47	37.10 51.95
CBS Dispatcher/Supervisor	\$37.37 \$52.28	33.19 46.45
Maintenance Supervisor – Bus	\$44.06 \$61.67	39.15 54.80
Maintenance Supervisor – Light Rail	\$44.06 \$61.67	39.15 54.80
Maintenance Supervisor – Wayside	\$47.61 \$66.62	42.29 59.19
Maintenance Trainer – Bus	\$44.06 \$61.67	39.15 54.80
Maintenance Trainer – Light Rail	\$44.06 \$61.67	39.15 54.80
<u>Materials Management Supervisor</u>	<u>\$42.70</u>	<u>\$59.79</u>
Operations Training Specialist	\$40.52 \$56.28	36.00 50.00
<u>Operations Training Specialist – Light Rail</u>	<u>\$40.52</u>	<u>\$56.28</u>

<u>Salary Classifications</u>	<u>Min</u>	<u>Max</u>
Facilities Supervisor	\$7,403.00 \$10,364.00	6578.00 9208.00
Customer Service Supervisor	\$6,728.00 \$9,420.00	05978.00 08370.00
Customer Advocacy Supervisor	\$7,403.00 \$9,208.00	6578.00 10,364.00

AFSCME REDLINE CONTRACT

b) The pay ranges will be adjusted as follows:

January 1, 20 23 ¹⁹	+3% <u>No change – Implementation of 8 Step Pay Scale</u>
January 1, 20 24 ⁰	+3% <u>2%</u>
January 1, 20 25 ⁴	+3% <u>2%</u>
January 1, 20 26 ²	+3% <u>2%</u>

20.02 Annual Step Increase

a) ~~Effective January 1, 20~~23~~¹⁹, an 8 Step Pay Scale with 5% between each step shall be implemented as shown in Appendix A. Additionally on January 1, 2023, all employees shall be moved to the applicable step in the pay scale that provides an increase in salary. on each employee's anniversary date, AFSCME represented employees will receive a 3% step increase in compensation provided that no employee will be paid a rate in excess of the maximum for the range.~~

Effective January 1, 2023, employees shall begin moving in the pay scale on their pay increase date. Employees with a January 1 pay increase date shall be first placed in the newly adopted pay scale that provides an increase in salary followed by being given an additional step increase as a result of their pay increase date. Employees with a pay increase date other than January 1 shall first be placed in the newly adopted pay scale that provides an increase in salary and shall begin moving in the pay scale on their appropriate pay increase date.

b) ~~Effective January 1, 20~~24~~⁰⁴, and annually thereafter on each employee's anniversary pay increase date, AFSCME represented employees will receive a 3% step increase pursuant to the pay scale. in compensation provided that no employee will be paid a rate in excess of the maximum for the range.~~

c) ~~Effective January 1, 2021, on each employee's anniversary date, AFSCME represented employees will receive a 3% step increase in compensation provided that no employee will be paid a rate in excess of the maximum for the range.~~

d) ~~Effective January 1, 2022, on each employee's anniversary date, AFSCME represented employees will receive a 3% step increase in compensation provided that no employee will be paid a rate in excess of the maximum for the range.~~

c) Employees currently on probation as of the adoption of the Agreement will be Yrated until the completion of probation at which time those employees will move in steps on their pay increase date and annually thereafter.

AFSCME REDLINE CONTRACT

d) Effective January 1, 2025, AFSCME may provide 90 days' notice to SacRT for a reopener for an increase to wages, and range adjustments for compaction issues resulting from the MOA titled "Wage Compaction – Maintenance Supervisor, Wayside".

20.03 Pay Rate Upon Promotion

An employee promoting into a higher paid classification covered by this Agreement will receive a 5% increase in pay effective on ~~the first full pay period following~~ the date of promotion, provided that no employee will be paid an amount less than the minimum nor more than the maximum hourly rate of pay for the employee's classification.

20.04 Training Differential

Effective January 1, 2019, supervisory employees who are assigned to provide training for the most technical skills to a peer supervisor during their initial training period will receive a 5% per hour training premium. ~~SacRT management and AFSCME representatives will meet at the conclusion of 2019 to evaluate the program.~~

ARTICLE 21 – PAYCHECKS AND DEDUCTIONS

21.01 SacRT agrees to issue paychecks on the 10th and 25th day of each month except when such dates fall on a Saturday, Sunday or holiday, when paychecks will be issued on the preceding day.

21.02 Check stubs will indicate itemized deductions.

21.03 Payroll deductions will be made as billed. If billed once per month, they will be deducted from 1 payday per month. If billed twice a month, they will be deducted from 2 paydays per month. SacRT will not subdivide any billings, but will distribute various deductions to each of the 2 paydays per month so as to equalize as nearly as possible the total deductions for the 2 paydays each month.

21.04 Pay dates may be changed by mutual agreement.

21.05 Employees, at their option, may have automatic payroll deposit.

21.06 Wage rate changes will take place immediately.

ARTICLE 22 – PAID HOLIDAYS

22.01 Holidays Observed

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

AFSCME REDLINE CONTRACT

~~Saturday. When a SacRT holiday falls on a weekend, either Friday or Monday will be observed as the holiday, or the day the State designates as a legal holiday.~~ 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
- Five "Floating" holidays
- Four Hours or ½ Day (Floating Holiday)

22.02 Holiday Pay

- a) 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.
- b) For purposes of applying this language, active service is defined as time spent at work in a regular paid status as well as paid vacation, paid holidays, and/or CTO (if applicable) and/or paid sick leave. Active service does not include any other hours paid for accrued benefits, except those specifically mentioned above.
- c) Pay for a holiday is computed at the employee's regular hourly rate of pay.
- d) An employee scheduled to work on a paid holiday who is absent, will be compensated not more than 8 hours per holiday or Floating Holiday.
- e) If a holiday or Floating Holiday is taken on an employee's regularly scheduled workday, which is scheduled to be over 8 hours in duration, the employee may, at the employee's discretion, supplement the 8 hours of holiday pay with accrued vacation or CTO (if applicable) to make up the difference between 8 hours of holiday pay and the number of hours regularly scheduled to be worked on that day.
- f) Holidays Occurring During Vacation – In the event one of the above listed holidays occurs during an employee's vacation, at the discretion of the Departmental Director, the employee may:
 1. Receive holiday pay, in addition to vacation pay, with no additional time off, or:
 2. The vacation day may be rescheduled to a date mutually acceptable to the Departmental Director and the employee.

22.03 Floating Holidays

AFSCME REDLINE CONTRACT

a) New-Hire Employee Eligibility For Floating Holidays

An employee will be eligible for 5 Floating Holidays if hired in the first 3 months (January through March) of the calendar year, 4 Floating Holidays if hired in the second 3 months of the calendar year (April through June), 3 Floating Holidays if hired in the third 3 months of the calendar year (July through September) and 2 Floating Holidays if hired in October or November of the calendar year.

b) Thereafter Eligibility For Floating Holidays

Five floaters will be available in January of each calendar year. The scheduling of Floating Holidays should be made at least 30 days in advance of use, if possible. Floating Holidays will be scheduled to be taken in 8 hour increments.

c) Employees Leaving The Employ Of SacRT

An employee leaving the employment of SacRT will receive holiday pay for unused Floating Holidays.

d) Use During Leave Of Absence

An employee may use Floating Holidays as compensation when off work on a leave of absence when such use is permitted by the terms of the leave, as set forth elsewhere in this Agreement.

e) Floating Holiday Buy-Out

An employee may request by submitting a Wage Adjustment with their time sheet, to be paid the cash value of some or all of 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 their written request for such payment.

f) Work On A Holiday (Non-Exempt Supervisors Only)

An employee will be paid overtime pay for work on a holiday as follows:

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

AFSCME REDLINE CONTRACT

g) Floating Holiday Selections

Following one's initial calendar year of employment, the 5 Floating Holidays will be available in January of each calendar year and scheduled (selected) as follows:

1. Annual signups for Floating Holidays will start on or before November 1 of each year for Transportation Supervisors, and December 1 for all other Supervisors, in conjunction with the vacation pick and be effective beginning with the first Sunday in January for the upcoming year. SacRT Seniority will prevail.
2. While departments will attempt to accommodate pre-selected Floating Holidays, if an employee promotes or transfers into a new department, they may have to adjust their Floating Holiday(s) around the needs of the department and/or the holiday schedules of the existing employees.
3. Time off for the 4-Hour or ½ Day Holiday will be bid with Floating Holidays at the Annual Sign-up.

ARTICLE 23 – PAID VACATION

23.01 Employee Hired Prior To October 26, 1981

An employee hired prior to October 26, 1981 and continuously employed since, is eligible annually for 280 hours (7 weeks) paid Vacation.

23.02 Employee Hired On Or After October 26, 1981

An employee hired on or after October 26, 1981, is eligible for paid Vacation based upon completed continuous years of service with SacRT, in accordance with the following schedule:

<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 & over	240 hours	6 weeks

An employee's first-year Vacation Eligibility will be prorated based upon 1/12 of the full year's Vacation entitlement for each completed month of active service as defined in Section 5, below.

AFSCME REDLINE CONTRACT

23.03 Proration – If an employee terminates employment before the end of a calendar year, Vacation Eligibility will be prorated based upon 1/12 of a full year's entitlement for each completed month of active service.

23.04 Vacation Pay

- a) Vacation pay will be based upon an employee's regular rate of pay at the time the vacation is taken.
- b) If an employee severs employment with SacRT for any reason, the employee will receive payment for all accrued vacation with separation pay.

23.05 Vacation Accrual

- a) Active Service – For the purpose of applying this language, “active service” is defined as time spent at work in a regular paid status as well as paid Vacation, paid Holidays, CTO, and/or paid Sick Leave. An employee, who has worked for SacRT in a part-time capacity, including part-time work covered by a Collective Bargaining Agreement, will have such time counted as “active service.” “Active service” does not include any other hours paid for accrued benefits except those specifically mentioned above.
- b) Monthly Accrual – An employee must be in the “active service” of SacRT, as defined above, at least 88 hours or more in any calendar month to receive a vacation credit for that month.
- c) Maximum Accumulation – The maximum accrual of Vacation will not exceed that which can be earned by an employee in 3 years.

For employees with a SacRT hire date on or after January 1, 2015, the maximum accrual of Vacation will not exceed that which can be earned by an employee in 2 years.

23.06 Vacation Sellback

a) Vacation Sell-Back 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.

- (i) No later than November 1 of each calendar year, Human Resources will send a written notice of employees who are eligible to sell-back further 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 on December 31st to submit their written request for the sell-back of future vacation accruals in the following calendar year. If the employee fails to turn in the election form

AFSCME REDLINE CONTRACT

or turns it in after close of business 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.

- (ii) 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.
- (iii) The employee will be paid for the accrued Vacation hours in any pay period selected by the employee following the 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.

b) Vacation Sell-Back to Deferred Compensation Account

An employee with 10 through 16 years of continuous service as of December 31 of the previous year may annually sell-back 40 hours of accrued, available vacation. ~~at the employee's straight time hourly rate in effect on November 30th of the year preceding the payment date.~~ An employee with 17 or more years of continuous service as of December 31 of the previous year may annually sell-back up to 120 hours of accrued available vacation. ~~at straight time hourly rate.~~ Sell-back under this provision is for the express purpose of depositing into the employee's Deferred Compensation Account.

- (i) In January of each year, employees will receive an eligibility form ~~from Human Resources~~ stating that the employee is eligible to sell-back accrued vacation hours into their 457 Deferred Compensation ~~a~~Account. The notice will notify the employee of the maximum number of hours the employee has available to sell into their 457 Deferred Compensation ~~a~~Account. Employees desiring to sell-back the eligible amount of vacation hours into their 457 Deferred Compensation ~~a~~Account must submit the form to Human Resources Payroll no later than the last business day of February of each year.
- (ii) ~~In order to~~ To participate in the sell-back into Deferred Compensation ~~p~~Program, the employee must be enrolled in SacRT's sponsored 457 Deferred Compensation Program by the end of February of the year in which participation is intended. The transfer of the vacation hours sold back by the employee into their 457 Deferred Compensation Accounts will occur on the March 25th ~~th~~ payroll period.

23.07 Vacation Sell Back at Retirement

- a) Employees leaving the employment of the SacRT for any reason will receive the value of their accrued but unused vacation hours at the time of

AFSCME REDLINE CONTRACT

separation which may be taken as part of their separation pay or deposited in their Deferred Compensation Account.

- b) Employees with a SacRT hire date prior to December 30, 2014 may have the cash value of accrued but unused vacation hours included as income for purposes of determining the employee's final compensation for retirement.

23.08 Vacation Utilization

- a) If approved by a department manager vacation or floating holiday(s) may be used for absences not covered by other approved leaves of absence.
- b) An employee may use accrued Vacation after 6 continuous months of employment.

23.09 Vacation Selection

a) Transportation Supervisors

Annual Vacation and Floating Holiday sign-ups will start no later than on November 1 each year, effective beginning the first Sunday of January for the upcoming year. SacRT seniority will prevail in these selections.

b) Selections

- 1) First round selections will be for Vacation full weeks from current year allotments.
- 2) Second round selections will be for Floating Holidays.
- 3) Third round selections will be for Vacation single picks from the current year allotment. Such single picks will be limited to two weeks. Additionally, selection of vacation full weeks earned and carried over from previous year allotments.

c) Bus and Light Rail Maintenance, Wayside Maintenance, Facilities Maintenance and Administrative Supervisors

Annual Vacation and Floating Holiday sign-ups will start no later than December 1 of each year, effective beginning the first Sunday of January for the upcoming year. SacRT seniority on each shift, will prevail in these selections, in accordance with the following:

- 1) No more than 50% of the Supervisor/Trainers from each shift may be off on vacation and/or floating holidays at the same time.
- 2) If a Supervisor changes shifts after vacation and floating holiday selections have been completed for the year that results in a conflict with

AFSCME REDLINE CONTRACT

previously scheduled vacation or floating holidays on the shift, the new Supervisor to the shift will be required to change the prior selection.

- 3) Nothing herein will preclude the parties from developing alternative methods of selecting vacation and floating holidays. The foregoing selection procedures may be changed provided at least 75% of the Supervisors/Trainers in the department support the proposed change and the change is approved by Management and ~~the UNION~~ AFSCME.

ARTICLE 24 – PERSONAL LEAVE OF ABSENCE

- 24.01 An employee may be granted leave on a case-by-case basis for other personal reasons not mentioned specifically in this Agreement. ~~herein~~. Requests for ~~personal~~ such leave will be reviewed by SacRT for compelling and personal reasons and to determine whether or not granting said leave will impair the operational needs of the Department.
- 24.02 Leaves granted under this Article will not exceed 30 calendar days.
- 24.03 ~~In order f~~For SacRT to consider a request and make scheduling adjustments, a written request specifying the reason(s) for the leave and the duration must be submitted to the Department Director as far in advance as possible. In any event, at least 5 days is required unless the ~~nature of the~~ circumstances would reasonably dictate otherwise.
- 24.04 A request for leave of absence will be either granted or denied in writing by the Department Director. If approved, leave requests granted will specify the specific terms of the leave and date the employee is expected to return to work. All requests and responses ~~mustare to~~ be forwarded to the Human Resources Department for filing in the employee's personnel file.
- 24.05 An employee may request an extension of a leave of absence through the Department Director. SacRT reserves the right to approve or deny ~~thesuch~~ request at its discretion. Extensions will be made in writing and forwarded to the Human Resources Department for filing in the employee's personnel file.

ARTICLE 25 – BEREAVEMENT LEAVE

- 25.01 An employee may take a leave of absence of up to 5 work days to attend to matters relating to the death of a family member. The 5 work days need not be consecutive and may be taken over a 15 calendar day period provided that the time is taken in no more than 2 blocks of time, i.e., 1 day and 4 days, 2 days and 3 days. For purposes of this provision, family members will be: the employee's spouse, a certified 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.

AFSCME REDLINE CONTRACT

- 25.02 Should a question of family relationship arise, the employee may be required to submit proof of relationship.
- 25.03 The 5 work days may be extended by an additional 5 work days with approval of the Department Director.
- 25.04 Employees may use accumulated paid sick leave to compensate for the approved time away from work. In the event of no paid sick leave, accumulated vacation, CTO or available floating holidays may be used.
- 25.05 Employees receiving or attempting to receive compensation or using approved bereavement leave for a purpose other than for which it was granted will be subject to disciplinary action up to and including termination from employment, if appropriate.

ARTICLE 26 – JURY DUTY LEAVE

- 26.01 An employee required to perform jury duty, including Grand Jury duty, will be entitled to reimbursement at ~~his~~-their straight-time hourly rate of pay for the working hours lost as a result of serving on the jury, provided, that ~~such~~ reimbursement will not exceed 8 (or 10) hours per day or 40 hours per week, less pay received for jury duty. 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.
- 26.02 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.
- 26.03 If an employee's regular days off are neither Saturday nor Sunday, and the employee reports in person for jury duty, the employee will work a revised work week with regular work days of Monday through Friday. The revised work week will begin after the first work week of jury duty during which the employee has missed both regular days off and will continue until the last week of ~~such~~ jury duty. SacRT will compensate the employee based on the revised schedule.
- 26.04 An employee receiving or attempting to receive compensation under this provision by providing false or misleading information or using this leave for purposes other than for which it was granted will be subject to discipline up to and including termination from employment, if appropriate.

ARTICLE 27 – MISCELLANEOUS LEAVES OF ABSENCE

- 27.01 Subpoenaed Witness – An employee subpoenaed to appear as a witness before any court, or administrative, executive or legislative tribunal, which is vested by law with powers of subpoena and territorial jurisdiction in this state, a sister state or the United States, will be released from duty, with applicable straight time pay for the duration necessary to comply with the subpoena. Time off work will be verified for pay purposes by providing the Department Director

AFSCME REDLINE CONTRACT

with a copy of the subpoena and documentation from the court of court attendance.

27.02 Military Leave

- a) An employee providing SacRT notice that the employee is voluntarily or involuntary leaving employment to undertake uniformed services or other services deemed to be in the uniformed services (i.e., services as a disaster-response appointee upon activation of the National Disaster Medical System) 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.
- b) Military Reserve and National Guard Service – Any employee providing SacRT notice of order 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.
- c) Leave Request – Employees called into service must provide SacRT with 30 days written advance notice of impending service or as much notice as is reasonable under the circumstances. Exceptions will be made where such notice is impossible, unreasonable or precluded by military necessity.
- d) 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.

27.03 Emergency Leave – An employee may be granted Emergency Leave for up to 5 days to attend to circumstances beyond the employee’s control such as, but not limited to, funerals for other than family members or other personal reasons. The duration of the leave may be extended by SacRT based on staffing needs and a showing of good cause by the employee. Time off for Emergency Leave may be compensated by using the employee’s accumulated sick leave, CTO, floating holidays and vacation.

27.04 UNION Leave

- a) An employee’s election as an officer, or member of the Executive Board of ~~the UNIONAFSCME~~, or appointed to act on ~~UNIONAFSCME~~ business will be considered good and sufficient reason for a leave of absence. Notice of the need for leave will be provided to SacRT as far in advance as practicable to provide for adequate work coverage.
- b) An employee elected or appointed to a full-time position with ~~the UNIONAFSCME~~ (an employee of ~~the UNIONAFSCME~~) will be granted a leave of absence for the duration of their term in office, which may be

AFSCME REDLINE CONTRACT

extended upon official written request. During such leave of absence, an employee's classification seniority will continue to accrue and upon return from such leave of absence, the employee will be reinstated into the former classification in accordance with seniority, at the then current rate of pay. A returning employee will begin accruing sick leave as a new-hire and vacation time at the rate consistent with years of service as determined by seniority level.

27.05 Long Term Medical Leave Due to Illness or Injury

- a) If an employee is injured or becomes ill and will be off work in excess of 3 working days, a medical leave of absence may be granted as long as a doctor confirms an employee's inability to perform the employee's regular work duties. When on such leave, the employee must report the status of their condition to SacRT every 10 working days unless other reporting arrangements have been made.
- b) If an employee is off work due to a medical leave and does not present a valid medical release to active work within 18 months the employee will be subject to termination from employment.
- c) If an employee is off work due to a medical leave and presents a valid medical release for full active duty within 18 months, the employee will be returned to their position or, if unavailable, to one of similar status and pay, as if they had not been absent. If the employee is released to work and then returns to sick leave within 15 calendar days, the employee will continue to accumulate time against the original 18 months maximum leave of absence limit. However, if the employee presents medical documentation showing that subsequent time off was due to an illness or injury unrelated to the basis for the original leave, a new 18 months period will be granted.
- d) The employee must notify the Human Resources Department immediately upon receipt of a valid medical release for duty and must be available to return to work as assigned by the next regularly scheduled workday.
- e) Time off for Long Term Medical Leave will be compensated by using the employee's accumulated sick leave, CTO, floating holidays and vacation, in that order.

27.06 Pregnancy Disability Leave

- a) Pregnancy Disability Leave is governed by the California Government Code. If an employee is deemed by a physician to be disabled because of pregnancy, childbirth or a related medical condition, the employee may take a leave of absence of up to 4 months (exclusive of other statutorily protected time off available under CFRA/FMLA). Additional information about the statute can be obtained by contacting the Human Resources Department.

AFSCME REDLINE CONTRACT

- b) Time off for Pregnancy Disability Leave may be compensated by using the employee's accumulated sick leave, CTO, floating holidays and vacation, in that order.

27.07 Family and Medical Care Leave (FMLA/CFRA)

- a) An employee having worked at least 1250 hours in the previous 12 months may be eligible for a leave of absence for up to 12 weeks within 12 consecutive months, for the following reasons:
 - 1) The birth of a child of the employee; the placement of a child with the employee in connection with the adoption or foster care placement of the child; or
 - 2) To care for the employee's child, parent or a spouse who has a serious health condition; or
 - 3) To care for the employee's own serious health condition, which renders them unable to perform any one or more of the essential functions of the job.
- b) Leave time need not be taken on a consecutive basis if certified by a physician as being necessary to be taken intermittently. Either way, the total leave time taken during 12 consecutive months is limited to 12 weeks.
- c) If both parents are employed by SacRT, the available 12 weeks of leave following the birth or placement of a child, may be split between the two so long as the total leave time does not exceed 12 weeks.
- d) It is the intent of SacRT to comply with all applicable laws and regulations. An employee desiring more information on the certifications necessary to obtain leave or other details about the law may contact the Human Resources Department.
- e) Time off for Family and Medical Care Leave will be compensated by using the employee's accumulated sick leave, CTO, floating holidays and vacation, in that order.

27.08 California Paid Family Leave

- a) The Employment Development Department (EDD) administers the California Paid Family Leave (PFL) Program. This program is available to California workers who pay SDI tax. This program allows employees to take time away from work for up to ~~six~~ (6) weeks to bond with a newborn child, an adopted child, or to care for an ill parent, child, or spouse/domestic partner with a serious health condition. (Domestic partners must meet the eligibility requirements of the California Secretary of State to receive benefits.)

27.09 California State Disability Insurance (SDI)

AFSCME REDLINE CONTRACT

- a) 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 illness, injury (either physically or mentally), elective surgery, pregnancy, childbirth, or related medical conditions that prevent them from performing their regular job duties may submit a claim form to EDD to receive partial wage replacement benefits. For on the job injuries/illnesses, employees must contact the Risk Management Unit in the Human Resources Department to file a claim.

27.10 Federal Service Member Family Leave

For employees with a family member currently serving in the Armed Forces, National Guard, or Reserves, will be eligible to take leave up to 26 weeks in a single twelve-month period for one of the following qualifying reasons:

- a) To care for an injured or ill service member; or
- b) To take leave for a “qualifying exigency;” or
- c) To spend time with spouse while spouse is on deployment leave due to a “military conflict.”

This leave can be granted for up to 12 workweeks or 480 hours per a rolling 12-month period. The employee must submit the required medical leave forms to have time off during this period designated as FMLA/CFRA. If the employee fails to do so, time off will not be designated as FMLA/CFRA and will be subject to applicable provisions of SacRT’s policies and Labor Agreements.

27.11 California Service Member Family Leave

Employees with a spouse or registered domestic partner who is a member of the Armed Forces, National Guard, or Reserves will be eligible to take leave to spend time with their spouse who is on leave from deployment during a period of “military conflict.” Leave can be granted for up to 10 days of unpaid time off. To qualify, the employee must:

- a) Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserve who has been deployed during a period of military conflict;
- b) Work at least 20 hours per week for SacRT;
- c) Provide SacRT with notice of employee’s intention to take the leave within ~~two~~ (2) business days of receiving official notice that the spouse or registered domestic partner will be on leave from deployment; and

AFSCME REDLINE CONTRACT

- d) Submit written documentation to SacRT certifying that employee's spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

The employee must submit the required medical leave forms to have time off during this period designated as FMLA/CFRA. If employee fails to do so, their time off will not be designated as FMLA/CFRA and will be subject to applicable provisions of SacRT's policies and Collective Bargaining Agreements.

27.12 Working While on Leave – An employee who accepts gainful employment, including operating a business of their own, while on leave of absence terminates employment with SacRT unless such employment is approved in writing by both SacRT and ~~UNION~~AFSCME prior to such employment.

27.13 Obtaining Leave Under Misrepresented Conditions – An employee obtaining, or attempting to obtain, a leave under misrepresented conditions will be subject to disciplinary action, up to and including termination from employment. Disciplinary action will be subject to the grievance procedures.

27.14 Reinstatement at the End of Leave

- a) An employee returning to work at the conclusion of a leave of absence will be reinstated to their employment status, position and working conditions as would have existed had the leave not been taken.
- b) An employee failing to report to work after the expiration of their leave of absence will be presumed to have terminated their employment with SacRT unless such failure to report, personally or through someone else, was due to circumstances beyond their control.
- c) At the conclusion of the leave, SacRT will send a certified letter, return receipt requested, to the employee, with a copy to ~~the UNION~~AFSCME, stating that the employee has 10 working days in which to reply to the termination letter. If no timely reply is received, then the termination will be effective on the date the leave ended. Disciplinary action is subject to the grievance procedures.

ARTICLE 28 – UNION BUSINESS – CONTRACT ADMINISTRATION

28.01 SacRT and ~~UNION~~AFSCME will have their respective authorized representative's meet on all grievances that may arise during the life of this Agreement. A list of authorized ~~UNION~~AFSCME and SacRT representatives will be provided to each other in writing and kept current. The ~~UNION~~AFSCME Business Agent will be permitted to transact business on the premises of SacRT during working hours but will not unreasonably delay any employee during their work time.

28.02 ~~The UNION~~AFSCME will notify SacRT as soon as possible but at least 16 hours in advance when an employee is needed to meet with SacRT. ~~The~~

AFSCME REDLINE CONTRACT

- ~~UNION~~AFSCME and SacRT will cooperate in minimizing the time away from work for investigating, processing, presenting and/or adjusting grievances. Work time lost by ~~UNION~~AFSCME designees meeting with SacRT representatives in grievance meetings will be paid by SacRT at the employee's straight time hourly rate.
- 28.03 Shop Stewards will be allowed up to 2 hours per month, off duty, to attend ~~UNION~~AFSCME Shop Steward Meetings. ~~The~~ ~~UNION~~AFSCME will notify SacRT at least 2 business days in advance of the meeting time. Employees attending Shop Steward Meetings during work time will not lose compensation.
- 28.04 Authorized ~~UNION~~AFSCME representatives, who are employees of SacRT, conducting ~~UNION~~AFSCME business in the administration of this Agreement, are subject to all rules and regulations regarding the conduct of employees on the premises of SacRT.
- 28.05 Should ~~the~~ ~~UNION~~AFSCME or SacRT desire to discuss any general labor-management problems not pertaining to grievances, a meeting will be arranged upon request. Paid time lost by an employee for performing ~~UNION~~AFSCME duties will not affect years of service or earning averages for pension purposes.
- 28.06 Release Time and Pay for Negotiations
- a) ~~UNION~~AFSCME Officers will be paid for all time lost to meet with SacRT to negotiate changes to this Agreement or new conditions not covered in this Agreement.
 - b) The ~~UNION~~AFSCME Negotiating Team will be defined by ~~the~~ ~~UNION~~AFSCME. ~~The~~ ~~UNION~~AFSCME will be granted 48 hours of release time per negotiating session to be used as needed to cover Negotiating Team members release time. Additional time may be provided by mutual agreement.
 - c) All bargaining sessions will be scheduled at mutually agreeable dates and times.
- 28.07 Protected Activity
- a) SacRT will not interfere with, intimidate, coerce, harass, or discriminate against any employee represented by the AFSCME Supervisors Bargaining Unit because of their exercise of their rights under the applicable Collective Bargaining laws and/or the Memorandum of Understanding between the Sacramento Regional Transit District and AFSCME, District Council 57, AFL-CIO.

ARTICLE 29 – LABOR – MANAGEMENT MEETINGS

Joint Labor – Management meetings will be scheduled at least quarterly, or more frequently upon request, at a mutually convenient time and place for the

AFSCME REDLINE CONTRACT

purpose of improving communication and promoting harmony and cooperation between SacRT and ~~the UNION AFSCME~~. ~~The UNION AFSCME~~ may have up to 54 members at the meetings. Employees attending the meetings during their work time will not lose compensation. Meetings may be cancelled due to exigent circumstances by either party if 7 days of notices is provided.

Ad Hoc Labor Management committees may be created for individual departments as needed. AFSCME may have up to 3 members at the meetings, dependent on management needs for staffing. Meetings may need to be rescheduled to facilitate attendance of committee members. Employees attending the meetings during their work time will not lose compensation.

ARTICLE 30 – SICK LEAVE

30.01 Sick Leave – Definition

An employee will be entitled to use Sick Leave Benefits if unable to report for, or to perform their duties because of personal illness, doctor or dental appointments including those for dependents when necessary, injury, or confinement for medical treatment.

30.02 Eligibility

An employee may use their accrued Sick Leave following it being credited to their Sick Leave Account. There is no waiting period before one may use accumulated Sick Leave hours.

30.03 Sick Leave Accrual

- a) Active Service – "Active service" is defined as time spent in a paid status.
- b) Monthly Accrual – An employee must be in the active service of SacRT, as defined above, at least 88 hours in any 1 calendar month to receive 8 hours of Sick Leave credit for that month. An employee may earn a yearly maximum accrual of 96 hours (12 days) of Sick Leave.
- c) Maximum Accumulation – For employees who, as of January 1, 2024 have fewer than 576 accrued hours, the maximum accrual will be 576 hours. For these employees, any accrual at the end of a calendar year that exceeds 480 hours will be converted to a cash value which will be deposited into a 401(a) account for the employee.

For employees who, as of December 31, 2018, have more than 576 accrued hours, the maximum accrual will be incrementally reduced from year to year according to the following schedule:

January 1, 2020	1200 hours
January 1, 2021	1000 hours
January 1, 2022	800 hours

AFSCME REDLINE CONTRACT

January 1, 2023	600 hours
January 1, 2024	480 hours

Employees will be permitted to accrue additional sick leave to the applicable annual cap and will be required to reduce accruals each year to the levels specified for the next year through cash out or deposit to a 401(a) and/or 457(b) Deferred Compensation Plan. Cash out is available only through December 31, 2019. Only transfer to deferred compensation will be permitted thereafter.

30.04 Use During Leaves Of Absence

An employee may use accumulated Sick Leave as compensation when off work in accordance with the provisions for leaves of absence, as provided elsewhere in this Agreement.

30.05 Sick Leave Sellback at Retirement

- 1) The following will apply to employees hired by SacRT prior to December 30, 2014:

An employee retiring from SacRT may choose to receive the cash value of the unused Sick Leave as follows:

- a) If an employee has been employed by SacRT for 9 or more years and retires from employment pursuant to the provisions of SacRT's Retirement Plan (early, normal or disability), the employee will be eligible to sell back 100% of all their accumulated Sick Leave on record at the date leaving active service for retirement. The value of the cashed out sick leave will be included as income for the purpose of determining an employee's retirement benefit. This provision will become inoperative effective January 1, 2020.
- b) Effective January 1, 2020, an employee who has been employed by SacRT for 7 through 14 years and retires from employment pursuant to the provisions of the Retirement Plan (early, normal or disability), will be eligible to sell back 40% of accumulated Sick Leave on record at the date leaving active service. The value of which will be used for determining a retirement benefit.
- c) Effective January 1, 2020, an employee who has 15 years or more of service, may sell up to 480 hours or 75% of accumulated Sick Leave, whichever is greater, upon separating from active service, the value of which will be used for determining a retirement benefit, if applicable.

- 1) The following will apply for employees with SacRT hire date on or after December 30, 2014:

An employee retiring from SacRT may choose to receive the cash value of the unused Sick Leave as follows:

AFSCME REDLINE CONTRACT

- a) An employee with less than 10 completed years of employment with SacRT is ineligible to cash out accrued Sick Leave balance at the time of retirement.
- b) An employee that has been employed by SacRT in excess of 10 years and retires from employment pursuant to the provisions of the Retirement Plan, will be eligible to sell back a maximum of 480 hours of accumulated Sick Leave on record at the date leaving active service for retirement.
- b)c) If an employee is retiring from SacRT with an excess of 10 years of service and retires under the Disability Retirement provisions of SacRT's Retirement Plan as a result of sustaining an industrial illness or injury during the course of employment, the employee will be eligible to sell back 480 hours.

30.06 Sick Leave To Deferred Compensation Or Cash Payment

- a) Subject to the statutory and/or regulatory cash distribution limitations and eligibility requirements set out below, an employee may have the cash value of accumulated Sick Leave paid to the employee, or have it transferred to the deferred compensation account. The employee may choose to receive the cash value of accumulated Sick Leave solely in pay, solely in transfer to a 401(a) and/or 457(b) deferred compensation account, or a combination of the two, not to exceed the total cash value of the accumulated sick leave.
- b) An employee who, prior to the effective date of this Agreement, has accrued in excess of 480 hours of Sick Leave will be eligible to have 100% of the cash value of that excess paid or deposited to deferred compensation.
- c) Effective January 1, 2020, Sick Leave sell back will be limited to transfer to deferred compensation.
- d) The conversion authorization forms will be processed and the cash value of the hours will be deposited in the employee's deferred compensation account, as was directed in writing by the employee.
- e) It is the responsibility of the employee to establish an account with SacRT's deferred compensation provider and monitor account balances, taxability and annual deposit limitations. Nothing in this section will be construed to authorize contributions to deferred compensation that would not otherwise be permitted under the Sacramento Regional Transit District Deferred Compensation Plan, as amended, or the Internal Revenue Code rules and regulations.
- f) Sick Leave hours will be converted to cash value based upon the employee's hourly rate in effect immediately preceding the payment date.

AFSCME REDLINE CONTRACT

30.07 – Sick Leave Cash Out in the Event of Death of the Employee Prior to Retirement

For any employee who is vested in the retirement system that passes away prior to being able to retire, 100% of their accrued sick leave shall be cashed out and paid to their designated beneficiary for their final check.

30.08 – Sick Leave Verification

Employees using more than 3 days of consecutive sick leave, have shown a pattern of misuse, or employees having been disciplined for excessive use of sick leave in the previous 12 months will be required to provide a doctor's note. Any use of unpaid sick leave that is not protected leave will require a doctor's note upon returning to work.

Staff who use less than 24 unprotected sick leave hours in any given calendar year will be awarded 8 additional leave hours added to the vacation bank. Staff who use 8 or less sick leave hours in any given calendar year will be awarded 16 additional leave hours added to the vacation bank.

ARTICLE 31 – SUPPLEMENTAL SICK LEAVE ACCOUNT

31.01 The purpose of this program is to provide for an extended paid leave of absence for all employees who would not otherwise be eligible for a paid leave of absence. An 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 including, but not limited to, a terminal illness.

31.02 Catastrophic Illness or Injury Defined

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 of their 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 immediate family member and the employee has exhausted all of their sick leave and other leave credits.

The prolonged illness or injury should preclude the employee from working and result in financial hardship, normally defined as at least two weeks without pay. Such catastrophic illness or injury may include, but is not limited to heart attack, stroke, kidney failure, cancer, incapacitating disease, major surgery, treatment for a life threatening illness, or hospitalization as a result of a serious automobile or other accident. The Human Resources Department will make the final determination on the type of illness or injury and situation which would qualify the employee for use of the catastrophic, leave program.

AFSCME REDLINE CONTRACT

- 31.03 Eligibility - All employees are eligible to participate in this program, except that an employee may not donate accrued Sick Leave if their accrued Sick Leave balance would decline below 40 hours after making such a donation.
- 31.04 Participation in this program, as either a recipient or donor, will be strictly voluntary. If the donor wishes, their name may be released.
- 31.05 Definitions
- a) Donor: Donor means an eligible employee who transfers their paid leave to an account maintained for the benefit of an eligible recipient. A donor may transfer up to a maximum of 40 hours of paid leave to each Supplemental Sick Leave Account.
 - b) Immediate Family Members: Immediate Family Member will be the employee's spouse, a certified domestic partner, father, mother, son, daughter, stepson, stepdaughter, mother-in-law, father-in-law, or a dependent as defined by the employee's health care provider.
 - c) Paid Leave: Paid leave means an employee's accrued Sick Leave, accrued Vacation, and accrued Floating Holidays.
 - d) Recipient: Recipient means any SacRT employee, who meets the eligibility conditions precedent to the establishment of a Supplemental Sick Leave Account for the benefit of that employee.
- 31.06 A Supplemental Sick Leave Account may be established and disbursed for the benefit of a recipient subject to the following conditions:
- a) An employee or immediate family member of the employee is terminally ill, as diagnosed by a licensed physician and the prognosis is for a continued life span of 12 months or less, including time spent at death of the terminally ill person; or
 - b) An employee or immediate family member of the employee has been involved in a life threatening or other catastrophic occurrence, which requires immediate care by the recipient; and
 - c) A Supplemental Sick Leave Account will be limited to no more than 2 accounts during a rolling 12 month period.
 - d) A Supplemental Sick Leave Account may not fund more than 480 hours of paid Sick Leave, based upon the recipient employee's current hourly wage; and
 - e) A Supplemental Sick Leave Account may not be disbursed to an employee unless the employee has 10 days (80 hours) or less of accrued Vacation and Sick Leave combined.

AFSCME REDLINE CONTRACT

31.07 Establishment of Supplemental Sick Leave Account

- a) An employee desiring to establish a Supplemental Sick Leave Account (or a Department Manager/Director acting on behalf of a qualifying employee) must contact their department office or Human Resources and obtain a request form. The form must be completed in detail and submitted to the Department Director for review and forwarded to Human Resources for review and approval by the Director, Human Resources.
- b) Once a request has been approved, the Human Resources Department will notify other departments that a request has been approved and that a notice to employees is to be posted. The notice will alert employees who wish to donate accrued time that they must fill out a donation form and return it to the Human Resources Department within 30 calendar days of the establishment of the Supplemental Sick Leave Account.
- c) The Donation Form used by Human Resources will contain a declaration by the donor to the effect that the donation is to remain anonymous unless the donor grants permission to reveal their name to the recipient.
- d) Human Resources will notify the Payroll Department of the recipient's name and the paid leave transfers that have been authorized.
- e) Once all donated hours donated have been verified, each employee's accrual account balance will be reduced, and all hours donated will be credited toward the recipient's account. Sick Leave or Vacation hours may be donated in any number up to the maximum but Floating Holidays may only be donated in blocks of 8 hours.
- f) Donations will be credited to the intended recipient's sick leave account on the basis of a "first in, first used". If the total hours donated exceed the 480 hour maximum, the remaining donations will not be deducted from the donor's account.
- g) A donation may only be made one time per occurrence in which a Supplemental Sick Leave Account has been established.

ARTICLE 32 – FITNESS FOR DUTY MEDICAL EXAMINATION

- 32.01 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.
- 32.02 Should the result of the examination reveal a temporary disability with a prognosis that the employee is expected to return to their regular job duties,

AFSCME REDLINE CONTRACT

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 their physician's prescribed treatment.

- 32.03 Should the result of the examination confirm or reveal that the employee is disabled from returning to their 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.
- 32.04 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 ~~UNION~~AFSCME 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 sponsored by SacRT. The decision of the selected physician will be final and the employee's case will be handled pursuant to either paragraph 2 or 3, above, as appropriate.
- 32.05 Notwithstanding the provisions of this Article, nothing herein will be interpreted or applied in a manner, which conflicts with SacRT's obligations under applicable federal or state statute(s).

ARTICLE 33 – LIGHT DUTY

Temporary Light Duty – SacRT will consider written requests for light duty work by employees, or may independently provide light or modified duty to employees who have become temporarily unable to perform the full functions of their regular job, subject to the following provisions:

- a) The employee's temporary light duty restrictions have been documented by their physician.
- b) Temporary light duty work may be made up of duties within a single classification or a combination of duties from an assortment of classifications put together to make the job.
- c) The employee's and/or SacRT physician has reviewed and certified that the light duty tasks are within the employee's physical limitations and will not aggravate the employee's condition. In the event of a dispute due to differing medical opinions (non-industrial illness/injury), the matter will be resolved by submitting it to another physician mutually agreed upon by SacRT and ~~UNION~~AFSCME. This physician's determination will be final. Resolution of disputes pertaining to industrial illnesses or injuries will be resolved pursuant to the guidelines mandated by state law under the provisions of the California Labor Code.

AFSCME REDLINE CONTRACT

- d) The employee will be paid their regular hourly rate of pay for all light duty work performed.
- e) An employee offered temporary light duty work pursuant to the foregoing may not refuse ~~the~~such work.
- f) Nothing ~~in this Article~~herein is to be construed as a guarantee of the availability or duration of temporary light duty work.
- g) All time worked on temporary light duty status will be counted as regular paid time for purposes of determining benefit eligibility, accruals, and overtime pay.

ARTICLE 34 – INDUSTRIAL ILLNESS OR INJURY

- 34.01 An employee suffering an industrial illness or injury on duty will receive pay for their full assignment on the day of the injury.
- 34.02 Any employee injured on duty as the result of an assault or non-preventable collision accident with another vehicle while operating a SacRT vehicle will be entitled to supplemental wage benefits as follows:
- a) ~~Such~~The employee will be paid 8, 9 or 10 hours time, depending on their shift, for each scheduled work day lost during the waiting period until Workers' Compensation Benefits Payments begin. After the waiting period, ~~such~~the employee will receive from SacRT the difference between the Workers' Compensation Benefits Payments and 8, 9 or 10 hours pay for each scheduled workday lost for the first 3 months of regularly scheduled days of absence. ~~Such~~These supplemental benefits will not be charged against the employee's Sick Leave accumulation.
- 34.03 An employee off work due to an industrial illness or injury other than as defined Section 34.02 above may draw from their Sick Leave accumulation, an amount to bring their compensation for each regularly scheduled workday of absence to 8, 9 or 10 hours time, depending on their shift.
- a) The use of Sick Leave integrated with Workers' Compensation Benefits will begin with the first work day of absence following the date of the illness or injury. The Sick Leave use will end when either the employee is returned to work or the Sick Leave accumulation has been exhausted. When using Sick Leave in conjunction with receiving Workers' Compensation Benefit Payments, the total daily amount of integrated compensation will not exceed 8, 9 or 10 hours, depending on the shift, at the employee's straight time hourly rate.
 - b) ~~In the event~~if an employee has no Sick Leave accrual, they may draw compensation from accrued Vacation, Floating Holidays or CTO (if applicable) during the period of absence.

AFSCME REDLINE CONTRACT

34.04 Upon returning to employment, employees will be paid for all work time lost due to attending medical appointments or receiving post-medical treatment from their provider, as a result of the industrial illness or injury.

ARTICLE 35 – INSURANCE BENEFITS

35.01 Medical Insurance – SacRT will provide CalPERS medical, for all full time employees covered by this Agreement and their eligible dependents as follows:

- a) The premiums for the insurance coverage will be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus option provided for the Sacramento area. The employee copayment toward ~~their~~~~his~~~~or~~~~her~~ insurance coverage will be no less than 10% of the monthly premium rate for the selected plan and election (Self, Self +1, or Self +2) for the Sacramento area. An employee selecting a plan less costly than the benchmark plan will still be subject to paying 10% of the monthly premium cost of that plan. The maximum monthly amount paid by SacRT will not exceed 90% of the monthly benchmarked premium. Employees electing coverage in a plan, which is more costly than the benchmark plan, will pay the difference in the amount paid by SacRT and the cost of the selected plan. Employees may change their insurance coverage, add or drop dependents, or make other benefit adjustments subject to the terms of the policies between SacRT and CalPERS Medical.;
- b) Services may not be changed from CalPERS without meeting and conferring with ~~the~~~~UNION~~~~AFSCME~~.
- c) Cash in Lieu of Medical Coverage

The voluntary Cash in Lieu of Medical Coverage Program is available to all full-time employees who provide proof of minimal essential coverage. An employee electing to participate, will forego medical insurance coverage, and will receive one-half of the cash value of the Kaiser Sacramento Area “Employee Only” premium. This additional income is taxable and the employee must have medical insurance through another source (e.g. spouse or a previous employer).

- 1) New Hire/Annual Enrollment Period – A newly hired employee must enroll within 60 days of the hire date. Thereafter an employee electing to participate may enroll during the annual CalPERS open enrollment period. Retroactive enrollment is not permissible. An employee already enrolled in the program, who promotes into a covered classification, will have no interruptions in benefits.
- 2) Once an employee is enrolled in the program, participation may continue year to year, unless the employee elects to discontinue participation during the open enrollment period; the employee has an allowable family status change as defined by IRS regulations; or the employee is found to be disqualified for benefits under this coverage. SacRT may request

AFSCME REDLINE CONTRACT

verification from the employee of continuing participation in a medical insurance plan through another source. The employee must provide satisfactory documentation of such participation within 15 calendar days of the request.

- 3) If an employee's alternate medical coverage is discontinued after the open enrollment period, the employee may re-enroll in SacRT medical insurance if the employee:
 - (i) Completes and submits an enrollment application within 30 days after losing coverage; and
 - (ii) Meets the requirements for family status changes.
- 4) The Benefits Unit in Human Resources may be contacted for enrollment and additional information regarding this coverage.

35.02 Dental Insurance – During the term of this Agreement, SacRT will provide dental insurance at no cost to each covered full time employee and eligible dependents. Insurance coverage is currently provided through Delta Dental Insurance and the benefits are subject to the terms of the policy between SacRT and the insurance company. No Plan benefits may be changed without meeting and conferring with ~~the UNION~~AFSCME.

35.03 Vision Care Insurance – During the term of this Agreement, SacRT will provide vision care insurance at no cost to each covered full time employee and their eligible dependents. Insurance coverage is currently provided through Vision Service Plan (VSP) and the benefits are subject to the terms of the policy between SacRT and the insurance company. No Plan benefits may be changed without meeting and conferring with ~~the UNION~~AFSCME.

35.04 Life Insurance – During the term of this Agreement, SacRT will provide Life and Accidental Death and Dismemberment Insurance at no cost to each covered full time employee, the employee's spouse, and eligible dependents. Coverage for each employee is for ~~\$100,000, 50,000 and \$20,000~~1,000 for spouse and ~~\$10,000 fo~~ \$10,000 fo eligible dependents. ~~(dependents under six months \$100.00 dollars)~~. The provision of all benefits is subject to the terms of the policy between SacRT and the insurance company. Those benefits and the provider of said benefits may be changed by SacRT should the policy premium or level of service be more competitive, provided the plan benefits would be substantially identical to those currently afforded. No Plan benefits will be changed without meeting and conferring with ~~the UNION~~AFSCME.

35.05 Long-Term Disability Insurance – During the term of this Agreement, SacRT will provide Long-term Disability (LTD) Insurance at no cost to each covered full time employee. The provision of the benefit is subject to the terms of the policy between SacRT and the insurance company. No Plan benefits may be changed without meeting and conferring with ~~the UNION~~AFSCME.

AFSCME REDLINE CONTRACT

- 35.06 Supplemental Life Insurance – During the term of this Agreement, SacRT will provide optional Supplemental Life Insurance coverage for each covered full time employee, the employee’s spouse and child(ren). Participation in the insurance coverage is at the election of the employee and premium cost for the coverage is paid by the employee through monthly payroll deduction. Spousal coverage is limited to 50% of the coverage amount selected by the employee (not to exceed \$50,000). The provision of the benefits is subject to the terms of the policy between SacRT and the insurance company. No Plan benefits may be changed without meeting and conferring with ~~the~~ UNION/AFSCME.
- 35.07 Qualification for Benefits – For purposes of qualifying for the foregoing insurance benefits, a full time employee is defined as an employee in the “active service” of SacRT 88 or more hours each month. “Active Service” is defined as time spent at work in a regular paid status as well as paid vacation, paid holidays, CTO and/or paid sick leave. “Active service” does not include any other hours paid for accrued benefits except those specifically listed.
- 35.08 Benefit Continuation During Extended Illness or Injury – During the term of this Agreement, any covered full time employee not in “active service” of SacRT due to illness or injury will have insurance benefits continued for a period not to exceed 6 months from the beginning of the month following the commencement of the extended absence. The employee’s medical insurance co-payment amount and the cost of optional supplemental life insurance, if applicable, will be payroll deducted each month during the absence. In the event the employee’s monthly compensation is less than the premium amount owed, the employee will be billed each month for the amount of the deficiency. An employee not paying the delinquent premium will be dropped from coverage. In the event an employee is not in “active service” due to an industrial illness or injury, the benefit continuation time period will be extended from 6 months to 24 months under the same terms and conditions. At the conclusion of the 6 or 24 month benefit continuation period, employees not having returned to work may be eligible for extended coverage, at their own expense, by way of state or federal law.
- 35.09 Dependent Definition – Dependent eligibility is limited to those individuals deemed “dependents,” as defined by CalPER~~Ss~~ Health Benefits Division, or a controlling State or Federal regulation.
- 35.10 Benefit Information – Specific information about insurance plan coverage’s, enrollment, co-payment amounts, etc., can be obtained by contacting the Benefits Unit of the Human Resources Department.
- 35.11 Domestic Partners – All registered domestic partners, as defined in the Domestic Partner Rights and Responsibilities Act of 2003, will have the same rights, protections and benefits as other employees.
- 35.12 Death Benefit Continuation – An employee employed by SacRT that becomes deceased may have their medical coverage for dependent(s) extended for the ~~two~~ (2) calendar months immediately following the end of the month in which the employee’s death occurred. Dependent coverage will be limited to the

AFSCME REDLINE CONTRACT

dependents on the employee's medical coverage at the time of death. The terms of the medical insurance premium obligations under the provision will remain the same as if the employee was still an active employee.

ARTICLE 36 – RETIRED EMPLOYEE AND DEPENDENT INSURANCE BENEFITS

36.01 Bus and Rail Transportation Supervisors

a) Retirement with a Date of Hire before January 1, 1994

Medical Insurance to be Provided by CalPERS – The premiums for the insurance coverage will be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus options provided for the Sacramento area. A retiree residing outside the coverage area of a Sacramento area plan, or selecting a plan option with a cost in excess of the benchmarked plan will be responsible for paying the difference in cost.

- 1) An employee retiring under the provisions of the Retirement Plan with a hire date before January 1, 1994, will receive 100% of the cost for CalPERS medical, dental, and life/AD&D insurance coverage for life provided by SacRT at no cost to the employee under the same insurance policies and applicable terms and conditions therein. The premiums for the insurance coverage will be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus (Family Rate) options provided for the Sacramento area. A retiree residing outside the coverage area of a Sacramento area plan, or selecting a plan option with a cost in excess of the benchmarked plan will be responsible for paying the difference in cost.
- 2) Dependent Medical Insurance Coverage – A retiree that has a spouse and/or eligible dependent(s) will receive Dental and Life/AD&D insurance paid by SacRT and a portion of the medical insurance premium paid by SacRT based upon the completed years of service prior to retirement as set forth in the table below:

<u>Length of Service Of Employee</u>	<u>Percentage Paid by Employee</u>	<u>Percentage Paid by RT</u>	<u>Total Paid</u>
10 years	50%	50%	100%
11 years	45%	55%	100%
12 years	40%	60%	100%
13 years	30%	70%	100%
14 years	20%	80%	100%
15 years and over	0%	100%	100%

- 3) Medicare Supplemental Insurance – Upon the death of retiree and spouse or their attaining age 65 years, child dependent coverage will terminate. At such time as the retiree and/or spouse become age 65,

AFSCME REDLINE CONTRACT

SacRT provided medical insurance will be through the applicable Medicare Supplemental Insurance integrated with Medicare Part B. The retiree will continue to be responsible for a co-payment percentage of the Medicare supplemental insurance premium based upon length of service at retirement, as set forth in the table above. In order for the Medicare Supplemental Insurance to provide coverage, the retiree must enroll in Medicare Part B at time of eligibility.

b) Retirement with a Date of Hire on or after January 1, 1994

Medical Insurance to be Provided by CalPERS – The premiums for the insurance coverage will be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus options provided for the Sacramento area. A retiree residing outside the coverage area of a Sacramento area plan, or selecting a plan option with a cost in excess of the benchmarked plan will be responsible for paying the difference in cost.

- 1) An employee retiring under the provisions of the Retirement Plan with a date of hire on or after January 1, 1994, will receive CalPERS medical insurance coverage for life but will be required to pay 10% of the monthly premium for the coverage. The maximum monthly amount paid by SacRT will not exceed 90% of the monthly benchmarked premium. Employees electing coverage in a plan, which is more costly than the benchmark plan, will pay the difference in the amount paid by SacRT and the cost of the selected plan. Dental and Life/AD&D insurance for the retiree will be provided by SacRT at no cost to the retiree.
- 2) Dependent Medical Insurance Coverage – A retiree that has a spouse and/or eligible dependent(s) will receive Dental and Life/AD&D insurance paid by SacRT and a portion of the medical insurance premium paid by SacRT based upon the completed years of service prior to retirement as set forth in the table below.

<u>Length of Service of the Retiree</u>	<u>Percentage Paid by Emp. Plus 10% Co-payment</u>	<u>Percentage Paid by SacRT</u>	<u>Total Paid</u>
10 Years	50% + 10% = 60%	40%	100%
11 Years	45% + 10% = 55%	45%	100%
12 Years	40% + 10% = 50%	50%	100%
13 Years	30% + 10% = 40%	60%	100%
14 Years	20% + 10% = 30%	70%	100%
15 Years	0% + 10% = 10%	90%	100%

- 3) Medicare Supplemental Insurance – Upon the death of retiree and spouse or their attaining age 65 years, child dependent insurance coverage will terminate. At such time as the retiree and/or spouse become age 65, SacRT provided medical insurance will be through the applicable Medicare Supplemental Insurance integrated with Medicare Part B. The retiree will continue to be responsible for a co-payment

AFSCME REDLINE CONTRACT

percentage of the Medicare Supplemental Insurance premium based upon length of service at retirement, as set forth in the table above. In order for the Medicare Supplemental Insurance to provide coverage, the retiree must enroll in Medicare Part B at the time of eligibility.

a) Retirement with a Date of Hire on or after January 1, 2015

Employees hired after January 1, 2015 that leave employment and retire under the provisions of SacRT's Retirement Plan are eligible for a SacRT payment toward their retiree medical coverage based upon their completed years of service at the time of retirement, as follows:

- 1) 5 – 9 years: SacRT pays the PHEMCA equal minimum contribution in effect at the time of retirement (currently \$140/month).
- 2) 10 – 15 years: SacRT pays 50% or \$500 per month, whichever is less toward the retiree's medical insurance.
- 3) 16 – 19 years: SacRT pays 75% or \$750 per month, whichever is less toward the retiree's medical insurance coverage.
- 4) 20 and over: SacRT pays the same amount as when the retiree was an active employee.

When a retiree attains the age of 65 or Medicare eligibility, the previously stated amounts will be based upon the applicable Supplemental Medicare Insurance benefit.

A retiree electing to continue providing Health and Welfare Benefits (medical and dental) for their dependents will bear the entire cost for said coverage. The premiums for such coverage will be deducted semi-monthly from the retiree's retirement benefits.

36.02 Bus, Light Rail, Wayside, Facilities Maintenance Supervisors and Administrative Supervisors Certified on September 22, 2010

Medical Insurance to be Provided by CalPERS – The premiums for the insurance coverage will be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus options provided for the Sacramento area. A retiree residing outside the coverage area of a Sacramento area plan, or selecting a plan option with a cost in excess of the benchmarked plan will be responsible for paying the difference in cost.

a) Employee Hired Prior To January 1, 1994

An employee of SacRT who retires under the provisions of the Salaried Employees Retirement Plan on or after June 16, 2009, will be eligible to receive a Health and Welfare (CalPERS Medical, Dental, Life) Allowance upon retirement, but will be required to pay 10% of the monthly Medical Insurance Coverage premium cost incurred by SacRT. The retiree may

AFSCME REDLINE CONTRACT

elect to provide Health and Welfare (medical and dental) Coverage for their dependent(s), however, the retiree will be required to pay a percentage of the premium cost incurred by SacRT for medical coverage for the dependent's coverage, as specified under section 36.02 (b)3, below. The retiree's share of the cost for such coverage will be deducted semi-monthly from the retiree's retirement benefits.

b) Dependent Medical Allowance for Employee Hired Prior To January 1, 1994, and Retires On or After August 1, 1994

- 1) The retired employee's dependents will 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 SacRT. When the retiree and/or their dependent attains the age of 65 or Medicare eligibility, whichever comes first, the medical portion of the allowance will be based upon the applicable Supplemental Medicare Insurance.
- 2) A retired employee may apply the allowance to any medical insurance available; however, costs in excess of the allowance provided will be borne by the retiree by semi-monthly deductions from their monthly retirement benefit.
- 3) This allowance may not be used for any purpose other than that provided in this Section. The allowance will be in accordance with the following table:

<u>Length of Service of the Retiree</u>	<u>Percentage Paid by Emp. Plus 10% Co-payment</u>	<u>Percentage Paid by SacRT</u>	<u>Total Paid</u>
10 Years	50% + 10% = 60%	40%	100%
11 Years	45% + 10% = 55%	45%	100%
12 Years	40% + 10% = 50%	50%	100%
13 Years	30% + 10% = 40%	60%	100%
14 Years	20% + 10% = 30%	70%	100%
15 Years	0% + 10% = 10%	90%	100%

c) Employee Hired on or After January 1, 1994

An employee hired on or after January 1, 1994, will be eligible for Health and Welfare Benefits at retirement as follows:

An employee of SacRT who retires under the provisions of the Salaried Employees Retirement Plan on or after June 16, 2009, will be eligible to receive a Health and Welfare (Medical, Dental, Life) Allowance upon retirement, but will be required to pay 10% of the monthly Medical Insurance Coverage premium cost incurred by SacRT in order to maintain Health and Welfare Benefits coverage upon retirement. A retiree electing to continue providing Health and Welfare Benefits (medical and dental) for

AFSCME REDLINE CONTRACT

their dependents will bear the entire cost for said coverage. The premiums for such coverage will be deducted semi-monthly from the retiree's retirement benefits.

d) Retirement with a Date of Hire on or after January 1, 2015

Employees hired after January 1, 2015 that leave employment and retire under the provisions of SacRT's Retirement Plan are eligible for a SacRT payment toward their retiree medical coverage based upon their completed years of service at the time of retirement, as follows:

- 1) 5 – 9 years: SacRT pays the PHEMCA equal minimum contribution in effect at the time of retirement (currently \$140/month).
- 2) 10 – 15 years: SacRT pays 50% or \$500 per month, whichever is less toward the retiree's medical insurance.
- 3) 16 – 19 years: SacRT pays 75% or \$750 per month, whichever is less toward the retiree's medical insurance coverage.
- 4) 20 and over: SacRT pays the same amount as when the retiree was an active employee.

When a retiree attains the age of 65 or Medicare eligibility, the previously stated amounts will be based upon the applicable Supplemental Medicare Insurance benefit.

A retiree electing to continue providing Health and Welfare Benefits (medical and dental) for their dependents will bear the entire cost for said coverage. The premiums for such coverage will be deducted semi-monthly from the retiree's retirement benefits.

- e) Employees hired on or after January 1, 2019, and prior to the expiration date of this Agreement who leave employment and take a service retirement are eligible for a SacRT payment toward retiree medical coverage equal to the PHEMCA minimum contribution at the time of retirement. This provision will terminate upon the expiration date of this Agreement.

ARTICLE 37 – EMPLONYEE ASSISTANCE PROGRAM

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

AFSCME REDLINE CONTRACT

ARTICLE 38 – DEPENDENT CARE ASSISTANCE REIMBURSEMENT PROGRAM

- 38.01 The Dependent Care Assistance Reimbursement Program (DCAR) is a benefit that allows an employee to pay for their eligible dependent care expenses on a pretax, salary-reduction basis. No federal or state taxes will be taken out. The employee can use this benefit to pay for dependent care that enables the employeespouse to be gainfully employed. Any amount withheld from the employee's earnings for the DCAR is not allowed to be taken on the income tax credit for child and dependent care expenses. ~~If the employee plans to use a combination of the DCAR and the Dependent Care Tax Credit, the amount by which the employee elects to reduce their taxable salary will reduce dollar for dollar the amount of the tax credit that would otherwise be available to them.~~ Use of the DCAR may affect eligibility for the Dependent Care Tax Credit. Employees may wish to consult a qualified tax adviser for the individualized advice on this issue.
- 38.02 For purposes of applying the DCAR, ~~this program~~, eligible dependents of covered employees include:
- a) A child under age 13 who is in the employee's custody and whom the employee claims as a dependent on their tax return.
 - b) A disabled spouse.
 - c) A dependent relative (such as parent, sibling, in-law) who is incapable of self-care, and whom the employee claims as a dependent on their tax return (or could claim except for dependent's income).
- 38.03 It is the employee's responsibility to ~~make en~~sure that expenses submitted for reimbursement from the DCAR are eligible according to Internal Revenue Service (IRS) rules. The employee will be held responsible for taxes and penalties associated with ineligible expenses ~~if should~~ an IRS audit occurs.
- 38.04 An employee may contribute up to their total earned income or their spouse's total earned income, whichever is less, to a maximum of \$5,000.~~00~~ or the maximum allowable by IRS, whichever is higher. (~~\$2,500.00~~ or the maximum allowable by the IRS, whichever is higher, if married and filing a separate return). If the spouse is a student or incapable of self-care, the employee may be eligible for a higher withholding and should consult a professional tax advisor.

ARTICLE 39 – RETIREMENT PLAN

- 39.01 Attached hereto and made part of this Agreement is the Salaried Employee Retirement Plan, hereinafter Retirement Plan. All employees covered by this Agreement are members of the Retirement Plan and eligible for retirement benefits pursuant to the terms and conditions set forth therein. The cost of funding the Retirement Plan to provide the applicable retirement benefits, on an actuarially sound basis, will be paid by SacRT.

AFSCME REDLINE CONTRACT

39.02 Except by mutual agreement, the terms and conditions of the Retirement Plan will not be subject to amendment or change prior to January 1, 2008. Should either party desire to amend or change any portion of the Retirement Plan, written notice will be provided to the other not less than 90 calendar days prior to the expiration of this Agreement. Negotiations over any proposed changes will be conducted during general collective bargaining.

39.03 Compensation for Retirement Board Members

An employee serving as a member of the AFSCME 146 Retirement Board will be compensated at their regular hourly rate of pay for the amount of time during their regularly scheduled work hours that they actually and necessarily spend: 1) serving as a Board Member during a noticed Retirement Board Meeting, 2) participating as a Board Member in other business sanctioned by the Retirement Board, and 3) traveling between the place the employee regularly reports for 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 the employee spends outside of regularly scheduled work hours, performing any of the foregoing activities.

39.04 An employee serving as a member of the SacRT— AFSCME 146 Retirement Board will be permitted to "flex" schedule, or "trade" their shift 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.

39.05 Employees who are hired into a job classification represented by the AFSCME Supervisors Bargaining Unit prior to December 30, 2014, that retire or terminate their service with SacRT, will be entitled to a retirement allowance upon attaining the minimum retirement age of (55 years) or years of service (25 years) pursuant to the applicable provisions of the SacRT Retirement Plan as described below.

1) Employees who are age eligible (55 years) and have fewer than the years required for full vesting based on the employees SacRT date of hire, will be eligible for step vesting as shown in 39.05 (3) below.

2) Employees who have 5 years of service but have not yet reached age 55 at the time of separation, will be entitled to a deferred retirement allowance when they reach minimum age of 55. Employees with fewer years of service than the number of years required for 100% vesting will be eligible for step vesting as shown in 39.05 (3) below.

3) Employees who are hired by SacRT prior to December 30, 2014 will be fully vested after attaining 9 years of service credit with SacRT.

a) An employee with fewer than 9 years of service credit with SacRT will be vested as follows:

AFSCME REDLINE CONTRACT

<u>Years of Service</u>	<u>Percentage Vested</u>
Fewer than 5 years	0%
5 years	20%
6 years	40%
7 years	60%
8 years	80%
9 years	100%

- 4) Employees who are hired by SacRT on or after December 30, 2014 will be fully vested after attaining 5 years of service credit with SacRT, pursuant to the Public Employee Pension Reform Act (PEPRA).

ARTICLE 40 – EDUCATION ASSISTANCE AND REIMBURSEMENT PROGRAM

40.01 SacRT provides financial assistance for formal education of all employees. The primary purpose of this program is for employees to attain a degree or enhance knowledge, skills, or abilities necessary for 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.

40.02 Eligibility

- a) Human Resources will be responsible for determining eligibility for reimbursement. Eligibility for education reimbursement includes, but is not limited to, the following:
- 1) Must be a full-time employee who has been employed for one full year;
 - 2) Must not be receiving tuition aid from other sources, e.g. GI Bill, Guaranteed Student Loans, and scholarships; and
 - 3) Coursework must be general courses that are requisite for an approved degree or certification.
- b) An employee is eligible to participate in certificate or degree programs provided the degree or certification is directly related to the employee's work assignment or career path advancement.
- c) Expenses incurred for general education courses that are a requisite for an approved degree or certification, are eligible for reimbursement.
- d) All requests for education reimbursement must be approved by the Department Director and submitted to the Human Resources Department during the budget preparation. The final approval of educational reimbursement lies within the training budget maintained by the Human Resources Department as approved by the Board of Directors. The

AFSCME REDLINE CONTRACT

Department Manager's/Director's signature is required before forwarding the Request for Education Reimbursement form to the Human Resources Department.

Should this amount increase before the expiration of this Agreement for any other employee group, the higher amount will be applicable to AFSCME members.

40.03 Tuition Reimbursement

- a) Reimbursement of expenses for approved courses(s) are conditioned upon the following:
 - 1) Submittal of receipts for expenses of books, tuition, and/or lab fees; and
 - 2) An official grade report (official transcript) of a grade of "C" or better.
 - 3) The maximum amount that will be reimbursed for expenses is in the amount of \$1,750 per fiscal year (SacRT's fiscal year is for the period of July 1st through June 30th). Please note that available funds for Education Reimbursement are limited to the budgeted amount each fiscal year.
- b) Tuition assistance is not available to employees on a leave of absence unless the leave was approved specifically to attend school.

40.04 Submission of Request for Reimbursement

In order to enroll in the Education Assistance Reimbursement Program, an employee must obtain a Request for Education Reimbursement form from Human Resources. This form must be completed, approved by Management, and submitted prior to the course beginning. The employee will be required to submit the following along with the request form:

- c) Course Information – School attending, course title, start date, description of how course(s) relates to the job or career goal objective.
- d) Education Goal – Indicate which type of degree you are obtaining (e.g. AA, BA, BS, etc).
- e) Fees – Estimated tuition, course/lab fees, and books (SacRT does not reimburse parking fees).
- f) Timely Submission – All requests for education reimbursement must be made in advance of taking the course(s). Requests are normally submitted before the Fall, Spring, and Summer semesters. As funds are available on a "first-come, first-served" basis, requests submitted after the semester has begun may be denied.

AFSCME REDLINE CONTRACT

- g) Course Evaluation – An evaluation of the course after its completion may be required.

ARTICLE 41 – UNIFORMS AND EQUIPMENT

41.01 All Transportation Supervisors will wear a SacRT approved uniform at all times while on duty. Decisions regarding the color, appearance, make and style of all basic and optional uniform items approved for wear while on the job is the prerogative of SacRT, subject to the terms herein.

41.02 As soon as practicable following employment as a Transportation Supervisor, the employee will receive a basic uniform issuance consisting of the following items:

5 Shirts	1 additional item of employee's choice
5 Pants	except the basic foul weather jacket
1 Jacket (Foul Weather)	1 Pair Safety Shoes (LR
1 Belt	Transportation Supervisor)
	1 complete set of reflective rain gear
	(jacket, hood, pants).

41.03 An employee failing to complete their probationary period must return all issued uniform items to SacRT.

41.04 Annual E-Vouchers

- a) On March 1 of each year, each Transportation Supervisor will be credited with 6 electronic vouchers (e-vouchers) that may be used to purchase or augment their uniform items. Employees may accrue no more than 12 electronic vouchers.
- b) Two E-Vouchers may be used to obtain a foul weather jacket one time in any 5 year period.
- c) SacRT will maintain a list of approved optional uniform items that may be purchased by use of an E-voucher.

41.05 Long or short-sleeved shirts may be worn at any time of the year. However, for special events, SacRT may require employees to wear formal attire, which is defined as slacks with a long-sleeve shirt and tie.

41.06 SacRT will replace or repair required uniform items that are damaged or soiled beyond wearability, which occurs in the performance of one's regular duties. If a uniform needs to be replaced, the SacRT will deduct from the cost of the new uniform the depreciated value of the uniform that is being replaced.

41.07 All approved uniforms must display the SacRT logo so personnel may be recognized by passengers.

41.08 Safety Shoes

AFSCME REDLINE CONTRACT

- a) On a biannual basis SacRT will provide one voucher valued at \$200.00 for the purchase of one pair of safety shoes/boots to employees in the following classifications:

Facilities Supervisors
Maintenance Supervisor – Bus
Maintenance Supervisor – Light Rail
Maintenance Supervisor – Wayside
Maintenance Trainer – Bus
Maintenance Trainer – Light Rail
Transportation Supervisor – Light Rail

Shoe vouchers may not be accumulated (carried over) from year to year.

- b) SacRT has determined the appropriate footwear safety standard (ANSI) for each classification in the bargaining unit. An employee may go to a pre-designated store and procure through the use of the voucher a new pair of safety shoes.
- c) An employee desiring to purchase a different safety shoe that costs more than the one identified by SacRT, or one that costs more than the \$200.00 allotted, in the classifications identified in Article 41.08 (a) may do so by paying the difference in cost. Any safety shoe/boot purchased for wear on the job must meet the prescribed safety standard or uniform dress code.
- d) An employee promoting on a full-time basis into a job classification requiring footwear with a higher ANSI standard of protection will be afforded one voucher to be used for the purchase of the required shoe/boot. Promoting employees are expected to procure the adequate footwear prior to beginning work.
- e) When purchasing a new pair of safety shoes/boots, an employee will be required to show identification to the vendor and disclose the job classification in which they are working.
- f) An employee working in a classification where wear and tear on footwear beyond ordinary use might be expected may request from their Superintendent, a mid-year voucher for the replacement of the damaged shoes/boots. Employees are expected to take reasonable care in the maintenance of their footwear and restrict personal use to work time.

41.09 Miscellaneous Equipment

- a) Equipment required by SacRT for the performance of customary job duties will be provided by SacRT.
- b) For Transportation Supervisors, such items include radio, camera, ticket book and holder, pepper spray and holder, flashlight, key protector, nylon utility belt with 4 keepers, cell phone and clips and round badge holder.

AFSCME REDLINE CONTRACT

Items not on the required list may be procured by employees upon obtaining permission from Management. Optional items that may be purchased by the employee include leather utility belt, utility tool with holder, and flat badge with holder.

- c) All miscellaneous equipment provided by SacRT will be returned to SacRT upon separation from employment.

41.10 Protective Vest Committee

The parties agree to discuss the issuance of protective vests to employees that work in the field within 90 days of the adoption of this successor agreement.

The parties agree to establish a committee to research protective vests for Transportation Supervisors. The committee will research protective vest options (ballistic, edged blade and spike), cost, product life, advantages, disadvantages and use of such vests by other Transportation Districts.

The committee will make a recommendation to SacRT and ~~the UNION~~AFSCME regarding the appropriateness of including protective vests as part of the required uniform for employees in the classification of Transportation Supervisor.

The committee will be comprised of 2 Transportation Supervisors appointed by ~~the UNION~~AFSCME and 2 management representatives appointed by SacRT.

41.11 Maintenance Classification Uniforms – Employees employed in the following job classifications will receive uniform items and/or a uniform maintenance allowance as follows:

- a) Maintenance Supervisors – Light Rail: \$155 annually to cover the cost of pants. SacRT will provide employees shirts and jackets with logos, in an amount and frequency to maintain the required appearance.
- b) Maintenance Supervisors – Wayside: \$155 annually to cover the cost of pants. SacRT will provide employees shirts and jackets with logos, in an amount and frequency to maintain the required appearance.
- c) Facilities Supervisors: \$155 annually to cover the cost of pants. SacRT will provide employees shirts and jackets with logos, in an amount and frequency to maintain the required appearance.
- d) Maintenance Supervisors – Bus: \$155 annually to cover the cost of pants. SacRT will provide employees with shirts and jackets with logos, in an amount and frequency to maintain the required appearance.

41.12 Uniform Allowance Procedure for Maintenance Classifications

- a) An employee entering a classification requiring a uniform will upon completion of the probationary period, receive a Uniform Maintenance

AFSCME REDLINE CONTRACT

Allowance, if applicable to the classification, equal to 2 times the amount specified above for the classification.

- b) The maintenance allowance is payable with the first regular paycheck after completion of probation.
- c) Beginning in March of the year following 2 years of employment in the classification, the employee will receive the applicable Uniform Maintenance Allowance on an annual basis, paid with the first paycheck in the month of March.

ARTICLE 42 – TRANSIT PASS

42.01 Upon employment, an employee will receive a Transit Pass for self and dependent(s) within 15 days following receipt of the required application form, pursuant to the Transit Pass Guidelines. The Transit Pass is honored for transportation on SacRT buses and light rail vehicles during all hours of operation subject to the conditions herein.

42.02 Dependent Eligibility

- a) Spouse: An employee's spouse will receive a Transit Pass, which will be honored under the same conditions as employees.
- b) Children: An employee's dependent children will receive a Transit Pass to the age of 18 years or up to 26 years if attending an institution of higher education located within the service boundaries of SacRT. For purposes of interpreting this provision, "dependent children" will also include children over whom the employee has been designated the legal guardian and who are living with the employee and dependent upon them for household support.
- c) Disabled dependent children: Dependent children who are disabled will be eligible for a Transit Pass, regardless of age, for as long as the employee remains employed by SacRT.

42.03 Transit Pass Replacement

After the initial issuance of a Transit Pass to any eligible individual, employee or dependent, the employee will pay SacRT's fee for replacements.

42.04 Forfeiture of the Transit Pass

- a) Abuse: Transit Passes are for the exclusive use of the individuals to whom they are issued and are non-transferable. Abuse of the Transit Pass privilege will result in the pass being revoked.

AFSCME REDLINE CONTRACT

- b) Separation from Employment: An employee separated from employment with SacRT for any reason other than retirement is required to turn in all Transit Passes issued to them and members of their family.

42.05 Retirees

- a) All employees who retire from SacRT and their spouses will receive a Transit Pass for the rest of their lives.
- b) Dependent children of a retired employee may continue to receive the benefit of a Transit Pass pursuant to the terms of 423.02(b), above. Disabled dependent children of a retiree will receive the benefit of a Transit Pass for the rest of their lives.

ARTICLE 43 – DRUG AND ALCOHOL TESTING AND REHABILITATION PROGRAM

43.01 All employees covered by this Agreement and defined as “safety sensitive” pursuant to the DOT FTA Drug and Alcohol Testing Regulations (49 CFR Parts 40 and 655) are required to comply with all applicable provisions of the SacRT’s adopted Drug and Alcohol Testing and Rehabilitation Policy, as revised. 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. Aspects of the Policy not required by the regulations are subject to negotiations by the parties.

43.02 Nothing in this Article ~~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 this Policy. Issues related to the administration of the program may be made the subject of a grievance as outlined in the Collective Bargaining Agreement.

43.03 An employee directed to undergo a drug and/or alcohol test pursuant to the Policy will be afforded an opportunity to confer with an UNION/AFSCME representative if one is reasonably available, when reporting to the urine collection/breath alcohol testing site.

43.04 All time spent undergoing a directed drug or alcohol test will be considered as compensable time under regular pay status, including overtime if applicable. An employee who is notified of a positive test result and requests a test of the split specimen will continue on paid status until the result of the second test is received. If the verified result is positive, the employee will be immediately taken off regular paid status, placed on a leave of absence and referred to the Substance Abuse Professional (SAP) for evaluation and treatment. Employees may use accumulated sick leave and/or vacation time during their absence for treatment.

43.05 A covered employee that has been off work for 90 consecutive days or longer must undergo a pre-employment drug test and receive a negative result prior to returning to safety sensitive work. Such~~The~~ employee must contact their

AFSCME REDLINE CONTRACT

department at least 14 calendar days in advance of the expected date of return. Employees will receive 2 hours' pay or pay for actual time spent undergoing the test. An employee initiating the pre-employment test as specified above who is medically cleared to return to work but is held up due to a delay in SacRT not receiving the result will be paid for work time lost. An employee failing to initiate the drug testing process in advance of reporting to work will not receive pay for work time lost due to undergoing the required pre-employment test and awaiting the results until the lapse of 14 calendar days from the date of the test.

43.06 Documentation of drug and/or alcohol test results will remain in an employee's record in accordance with the time periods set forth in the DOT FTA regulations. Upon written request, an employee may obtain copies of any records pertaining to their drug or alcohol tests. SacRT will provide promptly the records requested by the employee. Access to an employee's records will not be contingent upon payment for records other than those specifically requested. Upon receiving a written release signed by the employee, SacRT will provide ~~the UNION AFSCME~~ with all records pertaining to the test and the reported result. SacRT maintains employee record confidentially in accordance with all applicable DOT FTA regulations. Except as may be authorized or required by law, and as permitted in this Article~~herein~~, any release of this information is prohibited without the express written permission of the employee tested.

43.07 Positive Drug or Alcohol Test Result

The following represents the steps undertaken by SacRT and employee in the event of a positive drug or alcohol test result. A second positive drug and/or alcohol test, for any reason, in violation of the DOT, FTA Drug and Alcohol Testing Regulations, during an employee's length of employment with SacRT will result in termination from employment.

- a) The employee receives word of a verified positive test result.
- b) The employee is notified of a scheduled appointment with the SAP. Attendance and participation are mandatory.
- c) If SacRT is notified that the employee failed to complete the program as specified by the SAP, then:
- d) The employee is discharged from employment.
- e) If the employee completes the treatment program but has a positive Return-To-Duty Test, the employee is discharged from employment.
- e)f) ~~If T~~the employee completes the treatment program specified by the SAP and tests negative on a Return-To-Duty Test. ~~He or she is~~ they are returned to work and:

AFSCME REDLINE CONTRACT

~~f)g)~~ The employee is subject to unannounced drug and/or alcohol testing as determined by the SAP. ~~Such~~The testing is in addition to the other program testing and will be a minimum of 6 unannounced tests during the first year.

~~g) The employee has a positive Return-To-Duty Test, then:~~

~~h) The employee is discharged from employment.~~

~~i)h) If A~~ after returning to work, an employee receives notice of a verified positive drug or alcohol test during the follow-up testing period for any reason, then the employee is discharged from employment.:

~~j) The employee is discharged from employment.~~

~~k)i) If A~~ after returning to work, an employee has no verified positive test during the follow-up testing period, then the unannounced follow-up testing is discontinued.

~~h)i) A~~ verified positive drug or alcohol test for any other reason that is outside the follow-up testing period will result in termination from employment.

43.08 Voluntary Request For Substance Abuse Treatment

SacRT provides a drug and alcohol rehabilitation program for employees needing treatment for drug and alcohol abuse. Employees may voluntarily request a referral to the treatment program by contacting the Labor Relations Department. An employee voluntarily seeking treatment will be placed on a leave of absence and may utilize their accrued paid sick leave, CTO and/or vacation during the absence. An employee voluntarily seeking and entering a treatment program must successfully complete the program requirements or be subject to termination from employment. An employee notified to undergo a drug or alcohol test may not seek treatment under this voluntary treatment procedure. An employee may undergo voluntary treatment a maximum of 2 times during their length of employment with SacRT.

The following represents the steps undertaken by SacRT and employee in the event of a voluntary request for referral to the substance abuse treatment program:

a) The employee voluntarily requests rehabilitation for a drug/alcohol problem.

b) The employee is scheduled for an appointment with the SAP. The employee begins a designed treatment program.

c) If SacRT is notified that the employee has been dismissed for cause from the rehabilitation program, then-

~~T~~he employee is discharged from employment.

AFSCME REDLINE CONTRACT

- e) ~~If~~ ~~T~~the employee completed rehabilitation and tests negative on a Return-To-Duty Test then.
- f) ~~T~~the employee is returned to work and is subject to unannounced follow-up testing, as determined by the SAP. ~~Such~~~~The~~ testing is conducted under the authority of SacRT and is in addition to other DOT FTA program testing.
- ~~g) The employee has a positive Return-To-Duty Test.~~
- ~~h) The employee is discharged from employment.~~
- ~~i)g) If~~ ~~A~~after returning to work and within the follow-up testing period, the employee is notified of a positive drug or alcohol test, for any reason, then:
 - ~~i)h) T~~the employee is discharged from employment.
 - ~~k) i) At the conclusion of the follow-up testing period, the follow-up testing is ended.~~
 - ~~i) A~~ A verified positive test, for any reason that is outside of the follow-up testing period, is handled pursuant to the procedure as set forth in Section 43.07 above, provided that the employee has used ~~utilized~~ no more than 2 voluntary treatments.

ARTICLE 44 – PERSONNEL RECORDS

- 44.01 SacRT will ~~l~~ maintain all employee Personnel Records in a secure and confidential manner ~~so as to comply in compliance~~ with all applicable state or federal regulations. Employees may view their Personnel Records by contacting the Human Resources Department and scheduling a mutually convenient date and time.
- 44.02 SacRT will provide an employee with copies of complimentary letters and reports received from any source regarding ~~the~~~~said~~ employee, except those pertaining to employment references.
- 44.03 ~~The UNION~~~~AFSCME~~ will be granted access to an employee's personnel file upon obtaining written approval from the employee.

ARTICLE 45 – SAFETY AND SANITATION

No employee will be disciplined or discharged for refusing to work under hazardous, dangerous or unhealthful conditions not normally associated with their position.

ARTICLE 46 – PRINTING NEW CONTRACT BOOKS

AFSCME REDLINE CONTRACT

46.01 The Agreement will be posted on the SacRT website. ~~Upon mutual agreement, the UNION/AFSCME and SacRT may share on a 50/50 basis the actual cost of printing new, revised versions of this Agreement, in adequate quantity and quality for distribution to all bargaining unit and management personnel.~~

ARTICLE 47 – CALIFORNIA DRIVER'S LICENSE FEES AND RELATED PHYSICAL EXAMS

47.01 Upon employment in a job classification requiring at least a permit for obtaining a California Class A or B Driver's License, driver's training will be provided by SacRT to obtain the required license and Passenger, Air Brake and VTT certificates/endorsements. SacRT will also pay for the required Penal Code 832 training, if required by the job. The cost associated with obtaining the initial CDL learner's permit is the responsibility of the employee.

47.02 SacRT will reimburse an employee for the renewal cost of the license, including applicable endorsements that are required in the performance of the job. An employee that allows their license and/or required certificates/endorsements lapse ~~must pay~~ will be responsible for the full cost of their restoration to permit their return to regular job duties.

47.03 Medical examinations required to maintain the required driver's license that is performed by SacRT's designated physician will be paid for by SacRT. An employee that elects to have their own physician perform the necessary medical examination will bear the associated costs.

ARTICLE 48 – NEW AND EXISTING JOB CLASSIFICATIONS

48.01 New Job Classifications

a) If SacRT creates a new job classification that is covered under this Agreement, SacRT will submit the job description to ~~the UNION/AFSCME~~ for review and offer to meet and confer with ~~the UNION/AFSCME~~ regarding the appropriate wage rate. The parties will meet within 30 days ~~in an attempt~~ to address any issues raised by ~~the UNION/AFSCME~~. At the end of that time, any unresolved difference ~~regarding with~~ the proposed wage rate may be made the subject of a grievance or arbitration.

b) A grievance initiated ~~hereunder~~ under this section will be filed at Step 3. If the grievance is referred to arbitration, the decision of the Arbitrator will be limited to the appropriate rate of pay.

c) After submitting a new or revised job description and proposed wage rate to arbitration, SacRT may proceed to fill the job vacancy, at SacRT's proposed rate of pay. If the Arbitrator changes the rate of pay, the decision will be binding on the parties and the appropriate adjustment made to the incumbent's pay, including back pay, if so directed ~~in by~~ the Award.

AFSCME REDLINE CONTRACT

48.02 Existing Job Classifications

SacRT recognizes its duty to negotiate any change to existing job classifications that affects hours, wages and/or working conditions of AFSCME members.

ARTICLE 49 – REOPENERS

49.01 Reopeners for the following Articles/Sections due to some additional language changes within 90 days of Agreement ratified by the Board.

1. Supervisor/Trainer language for special assignments in all departments
2. Section 16.05 – On Call-Standby Pay for Wayside and Facilities Maintenance Classifications

ARTICLE ~~5049~~ – ASSIGNABILITY

During the term of this Agreement, it will be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations ~~herein~~ contained in this Agreement will be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or by any change, geographical or otherwise, in the locations or places of business of either party.

ARTICLE ~~510~~ – TERMINATION AND LEGALITY SEVERABILITY CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement will remain in full force and effect for the duration of this Agreement and the parties will meet as soon as possible to negotiate over a substitute provision.

ARTICLE ~~524~~ – QUALIFICATIONS

~~51.01~~ 52.01 The Parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

~~51.02~~ 52.02 Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

AFSCME REDLINE CONTRACT

~~51.03~~ 52.03 The individuals signing this Agreement in their official capacity hereby warrant their authority to act for the respective parties.

~~51.04~~ 52.04 This Agreement contains all of the agreements, stipulations, and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and neither party will be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution of this contract or during these contract negotiations, and not set forth herein.

~~51.05~~ 52.05 Any new conditions pertaining to wages, hours, or working conditions which may arise during the term of this Agreement, and which are not covered or provided for by the terms of this Agreement, will be subject to negotiation within 10 business days upon written request of ~~the~~ UNIONAFSCME or SacRT.

~~51.06~~ 52.06 This Agreement terminates and renders inoperative all verbal and written agreements between the parties existing, or made prior to these negotiations.

~~51.07~~ 52.07 This Agreement may only be opened during its term by the parties' mutual agreement in writing.

ARTICLE 53-2 – TERM OF AGREEMENT

~~52.04~~ 53.01 This Agreement will be effective January 1, 20~~23~~19, and will remain in full force and effect through midnight, December 31, 20~~26~~22, and will renew automatically year to year thereafter unless either party notifies the other in writing 90 days prior to the anniversary date that it desires to modify or terminate this Agreement.

~~52.02~~ 53.02 In the event such notice is given, negotiations will begin as soon as mutually acceptable, but no later than 60 days prior to the anniversary date or 60 days prior to the end of any subsequent yearly period. Unless otherwise agreed, the parties will exchange their respective written proposals for modifying the Agreement at least 7 days in advance of the first scheduled meeting.

~~52.03~~ 53.03 This Agreement will remain in full force and effect during the period that negotiations are underway for modification of this Agreement and will be extended until such time as a new Agreement is approved by both parties, effective date of termination not with standing.

AFSCME REDLINE CONTRACT

Attachment A

Pay Scale Effective 01/01/2023

Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Community Bus Services Dispatcher	\$ 37.37	\$ 39.24	\$ 41.20	\$ 43.26	\$ 45.42	\$ 47.69	\$ 50.08	\$ 52.58
Community Bus Services Dispatcher - S/R	\$ 37.37	\$ 39.24	\$ 41.20	\$ 43.26	\$ 45.42	\$ 47.69	\$ 50.08	\$ 52.58
Customer Advocacy Supervisor	\$ 7,403.00	\$ 7,773.15	\$ 8,161.81	\$ 8,569.90	\$ 8,998.39	\$ 9,448.31	\$ 9,920.73	\$ 10,416.76
Customer Service Supervisor	\$ 6,728.00	\$ 7,064.40	\$ 7,417.62	\$ 7,788.50	\$ 8,177.93	\$ 8,586.82	\$ 9,016.16	\$ 9,466.97
Facilities Supervisor	\$ 7,403.00	\$ 7,773.15	\$ 8,161.81	\$ 8,569.90	\$ 8,998.39	\$ 9,448.31	\$ 9,920.73	\$ 10,416.76
Maintenance Supervisor - Bus	\$ 44.06	\$ 46.26	\$ 48.58	\$ 51.00	\$ 53.56	\$ 56.23	\$ 59.04	\$ 62.00
Maintenance Supervisor - Bus (Elk Grove)	\$ 44.06	\$ 46.26	\$ 48.58	\$ 51.00	\$ 53.56	\$ 56.23	\$ 59.04	\$ 62.00
Maintenance Supervisor - Light Rail	\$ 44.06	\$ 46.26	\$ 48.58	\$ 51.00	\$ 53.56	\$ 56.23	\$ 59.04	\$ 62.00
Maintenance Supervisor - Paratransit	\$ 44.06	\$ 46.26	\$ 48.58	\$ 51.00	\$ 53.56	\$ 56.23	\$ 59.04	\$ 62.00
Maintenance Supervisor - Wayside	\$ 47.61	\$ 49.99	\$ 52.49	\$ 55.11	\$ 57.87	\$ 60.76	\$ 63.80	\$ 66.99
Maintenance Trainer - Bus	\$ 44.06	\$ 46.26	\$ 48.58	\$ 51.00	\$ 53.56	\$ 56.23	\$ 59.04	\$ 62.00
Maintenance Trainer - Light Rail	\$ 44.06	\$ 46.26	\$ 48.58	\$ 51.00	\$ 53.56	\$ 56.23	\$ 59.04	\$ 62.00
Materials Management Supervisor	\$ 42.71	\$ 44.85	\$ 47.09	\$ 49.44	\$ 51.91	\$ 54.51	\$ 57.23	\$ 60.10
Operations Training Specialist	\$ 40.52	\$ 42.55	\$ 44.67	\$ 46.91	\$ 49.25	\$ 51.71	\$ 54.30	\$ 57.02
Operations Training Specialist - Light Rail	\$ 40.52	\$ 42.55	\$ 44.67	\$ 46.91	\$ 49.25	\$ 51.71	\$ 54.30	\$ 57.02
Transportation Supervisor	\$ 41.76	\$ 43.85	\$ 46.04	\$ 48.34	\$ 50.76	\$ 53.30	\$ 55.96	\$ 58.76
Transportation Supervisor - EG	\$ 41.76	\$ 43.85	\$ 46.04	\$ 48.34	\$ 50.76	\$ 53.30	\$ 55.96	\$ 58.76
Transportation Supervisor - Police Srvc	\$ 41.76	\$ 43.85	\$ 46.04	\$ 48.34	\$ 50.76	\$ 53.30	\$ 55.96	\$ 58.76
Transportation Supervisor - SacRT GO	\$ 41.76	\$ 43.85	\$ 46.04	\$ 48.34	\$ 50.76	\$ 53.30	\$ 55.96	\$ 58.76

Pay Scale Effective 01/01/2024

Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Community Bus Services Dispatcher	\$ 38.12	\$ 40.02	\$ 42.02	\$ 44.13	\$ 46.33	\$ 48.65	\$ 51.08	\$ 53.64
Community Bus Services Dispatcher - S/R	\$ 38.12	\$ 40.02	\$ 42.02	\$ 44.13	\$ 46.33	\$ 48.65	\$ 51.08	\$ 53.64
Customer Advocacy Supervisor	\$ 7,551.06	\$ 7,928.61	\$ 8,325.04	\$ 8,741.30	\$ 9,178.36	\$ 9,637.28	\$ 10,119.14	\$ 10,625.10
Customer Service Supervisor	\$ 6,862.56	\$ 7,205.69	\$ 7,565.97	\$ 7,944.27	\$ 8,341.48	\$ 8,758.56	\$ 9,196.49	\$ 9,656.31
Facilities Supervisor	\$ 7,551.06	\$ 7,928.61	\$ 8,325.04	\$ 8,741.30	\$ 9,178.36	\$ 9,637.28	\$ 10,119.14	\$ 10,625.10
Maintenance Supervisor - Bus	\$ 44.94	\$ 47.19	\$ 49.55	\$ 52.03	\$ 54.63	\$ 57.36	\$ 60.23	\$ 63.24
Maintenance Supervisor - Bus (Elk Grove)	\$ 44.94	\$ 47.19	\$ 49.55	\$ 52.03	\$ 54.63	\$ 57.36	\$ 60.23	\$ 63.24
Maintenance Supervisor - Light Rail	\$ 44.94	\$ 47.19	\$ 49.55	\$ 52.03	\$ 54.63	\$ 57.36	\$ 60.23	\$ 63.24
Maintenance Supervisor - Paratransit	\$ 44.94	\$ 47.19	\$ 49.55	\$ 52.03	\$ 54.63	\$ 57.36	\$ 60.23	\$ 63.24
Maintenance Supervisor - Wayside	\$ 48.56	\$ 50.99	\$ 53.54	\$ 56.22	\$ 59.03	\$ 61.98	\$ 65.08	\$ 68.33
Maintenance Trainer - Bus	\$ 44.94	\$ 47.19	\$ 49.55	\$ 52.03	\$ 54.63	\$ 57.36	\$ 60.23	\$ 63.24
Maintenance Trainer - Light Rail	\$ 44.94	\$ 47.19	\$ 49.55	\$ 52.03	\$ 54.63	\$ 57.36	\$ 60.23	\$ 63.24
Materials Management Supervisor	\$ 43.56	\$ 45.74	\$ 48.03	\$ 50.43	\$ 52.95	\$ 55.60	\$ 58.38	\$ 61.30
Operations Training Specialist	\$ 41.33	\$ 43.40	\$ 45.57	\$ 47.85	\$ 50.24	\$ 52.75	\$ 55.39	\$ 58.16
Operations Training Specialist - Light Rail	\$ 41.33	\$ 43.40	\$ 45.57	\$ 47.85	\$ 50.24	\$ 52.75	\$ 55.39	\$ 58.16
Transportation Supervisor	\$ 42.60	\$ 44.72	\$ 46.96	\$ 49.31	\$ 51.77	\$ 54.36	\$ 57.08	\$ 59.94
Transportation Supervisor - EG	\$ 42.60	\$ 44.72	\$ 46.96	\$ 49.31	\$ 51.77	\$ 54.36	\$ 57.08	\$ 59.94
Transportation Supervisor - Police Srvc	\$ 42.60	\$ 44.72	\$ 46.96	\$ 49.31	\$ 51.77	\$ 54.36	\$ 57.08	\$ 59.94
Transportation Supervisor - SacRT GO	\$ 42.60	\$ 44.72	\$ 46.96	\$ 49.31	\$ 51.77	\$ 54.36	\$ 57.08	\$ 59.94

Pay Scale Effective 01/01/2025

Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Community Bus Services Dispatcher	\$ 38.88	\$ 40.82	\$ 42.86	\$ 45.01	\$ 47.26	\$ 49.62	\$ 52.10	\$ 54.71
Community Bus Services Dispatcher - S/R	\$ 38.88	\$ 40.82	\$ 42.86	\$ 45.01	\$ 47.26	\$ 49.62	\$ 52.10	\$ 54.71
Customer Advocacy Supervisor	\$ 7,702.08	\$ 8,087.19	\$ 8,491.54	\$ 8,916.12	\$ 9,361.93	\$ 9,830.02	\$ 10,321.53	\$ 10,837.60
Customer Service Supervisor	\$ 6,999.81	\$ 7,349.80	\$ 7,717.29	\$ 8,103.16	\$ 8,508.31	\$ 8,933.73	\$ 9,380.42	\$ 9,849.44
Facilities Supervisor	\$ 7,702.08	\$ 8,087.19	\$ 8,491.54	\$ 8,916.12	\$ 9,361.93	\$ 9,830.02	\$ 10,321.53	\$ 10,837.60
Maintenance Supervisor - Bus	\$ 45.84	\$ 48.13	\$ 50.54	\$ 53.07	\$ 55.72	\$ 58.50	\$ 61.43	\$ 64.50
Maintenance Supervisor - Bus (Elk Grove)	\$ 45.84	\$ 48.13	\$ 50.54	\$ 53.07	\$ 55.72	\$ 58.50	\$ 61.43	\$ 64.50
Maintenance Supervisor - Light Rail	\$ 45.84	\$ 48.13	\$ 50.54	\$ 53.07	\$ 55.72	\$ 58.50	\$ 61.43	\$ 64.50
Maintenance Supervisor - Paratransit	\$ 45.84	\$ 48.13	\$ 50.54	\$ 53.07	\$ 55.72	\$ 58.50	\$ 61.43	\$ 64.50
Maintenance Supervisor - Wayside	\$ 49.53	\$ 52.01	\$ 54.61	\$ 57.34	\$ 60.21	\$ 63.22	\$ 66.38	\$ 69.70
Maintenance Trainer - Bus	\$ 45.84	\$ 48.13	\$ 50.54	\$ 53.07	\$ 55.72	\$ 58.50	\$ 61.43	\$ 64.50
Maintenance Trainer - Light Rail	\$ 45.84	\$ 48.13	\$ 50.54	\$ 53.07	\$ 55.72	\$ 58.50	\$ 61.43	\$ 64.50

AFSCME REDLINE CONTRACT

Materials Management Supervisor	\$ 44.44	\$ 46.66	\$ 48.99	\$ 51.44	\$ 54.01	\$ 56.71	\$ 59.55	\$ 62.52
Operations Training Specialist	\$ 42.16	\$ 44.26	\$ 46.48	\$ 48.80	\$ 51.24	\$ 53.80	\$ 56.49	\$ 59.32
Operations Training Specialist - Light Rail	\$ 42.16	\$ 44.26	\$ 46.48	\$ 48.80	\$ 51.24	\$ 53.80	\$ 56.49	\$ 59.32
Transportation Supervisor	\$ 43.45	\$ 45.62	\$ 47.90	\$ 50.30	\$ 52.81	\$ 55.45	\$ 58.22	\$ 61.13
Transportation Supervisor - EG	\$ 43.45	\$ 45.62	\$ 47.90	\$ 50.30	\$ 52.81	\$ 55.45	\$ 58.22	\$ 61.13
Transportation Supervisor - Police Srvc	\$ 43.45	\$ 45.62	\$ 47.90	\$ 50.30	\$ 52.81	\$ 55.45	\$ 58.22	\$ 61.13
Transportation Supervisor - SacRT GO	\$ 43.45	\$ 45.62	\$ 47.90	\$ 50.30	\$ 52.81	\$ 55.45	\$ 58.22	\$ 61.13
Pay Scale Effective 01/01/2026								
Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Community Bus Services Dispatcher	\$ 39.66	\$ 41.64	\$ 43.72	\$ 45.91	\$ 48.20	\$ 50.61	\$ 53.14	\$ 55.80
Community Bus Services Dispatcher - S/R	\$ 39.66	\$ 41.64	\$ 43.72	\$ 45.91	\$ 48.20	\$ 50.61	\$ 53.14	\$ 55.80
Customer Advocacy Supervisor	\$ 7,856.12	\$ 8,248.93	\$ 8,661.38	\$ 9,094.44	\$ 9,549.17	\$ 10,026.62	\$ 10,527.96	\$ 11,054.35
Customer Service Supervisor	\$ 7,139.81	\$ 7,496.80	\$ 7,871.64	\$ 8,265.22	\$ 8,678.48	\$ 9,112.40	\$ 9,568.02	\$ 10,046.43
Facilities Supervisor	\$ 7,856.12	\$ 8,248.93	\$ 8,661.38	\$ 9,094.44	\$ 9,549.17	\$ 10,026.62	\$ 10,527.96	\$ 11,054.35
Maintenance Supervisor - Bus	\$ 46.76	\$ 49.09	\$ 51.55	\$ 54.13	\$ 56.83	\$ 59.67	\$ 62.66	\$ 65.79
Maintenance Supervisor - Bus (Elk Grove)	\$ 46.76	\$ 49.09	\$ 51.55	\$ 54.13	\$ 56.83	\$ 59.67	\$ 62.66	\$ 65.79
Maintenance Supervisor - Light Rail	\$ 46.76	\$ 49.09	\$ 51.55	\$ 54.13	\$ 56.83	\$ 59.67	\$ 62.66	\$ 65.79
Maintenance Supervisor - Paratransit	\$ 46.76	\$ 49.09	\$ 51.55	\$ 54.13	\$ 56.83	\$ 59.67	\$ 62.66	\$ 65.79
Maintenance Supervisor - Wayside	\$ 50.52	\$ 53.05	\$ 55.70	\$ 58.49	\$ 61.41	\$ 64.48	\$ 67.71	\$ 71.09
Maintenance Trainer - Bus	\$ 46.76	\$ 49.09	\$ 51.55	\$ 54.13	\$ 56.83	\$ 59.67	\$ 62.66	\$ 65.79
Maintenance Trainer - Light Rail	\$ 46.76	\$ 49.09	\$ 51.55	\$ 54.13	\$ 56.83	\$ 59.67	\$ 62.66	\$ 65.79
Materials Management Supervisor	\$ 45.32	\$ 47.59	\$ 49.97	\$ 52.47	\$ 55.09	\$ 57.85	\$ 60.74	\$ 63.78
Operations Training Specialist	\$ 43.00	\$ 45.15	\$ 47.41	\$ 49.78	\$ 52.27	\$ 54.88	\$ 57.62	\$ 60.51
Operations Training Specialist - Light Rail	\$ 43.00	\$ 45.15	\$ 47.41	\$ 49.78	\$ 52.27	\$ 54.88	\$ 57.62	\$ 60.51
Transportation Supervisor	\$ 44.32	\$ 46.53	\$ 48.86	\$ 51.30	\$ 53.87	\$ 56.56	\$ 59.39	\$ 62.36
Transportation Supervisor - EG	\$ 44.32	\$ 46.53	\$ 48.86	\$ 51.30	\$ 53.87	\$ 56.56	\$ 59.39	\$ 62.36
Transportation Supervisor - Police Srvc	\$ 44.32	\$ 46.53	\$ 48.86	\$ 51.30	\$ 53.87	\$ 56.56	\$ 59.39	\$ 62.36
Transportation Supervisor - SacRT GO	\$ 44.32	\$ 46.53	\$ 48.86	\$ 51.30	\$ 53.87	\$ 56.56	\$ 59.39	\$ 62.36

RESOLUTION NO. 2023-01-007

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

January 23, 2023

APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL 57, LOCAL 146 (SUPERVISORS UNIT), FOR THE TERM OF JANUARY 1, 2023-DECEMBER 31, 2026

WHEREAS, on December 22, 2022, SacRT employees represented by the American Federation of State, County, and Municipal Employees (AFSCME), District Council, Local 146 (Supervisors Unit), voted to approve the tentative collective bargaining agreement reached by SacRT and AFSCME establishing compensation, benefits, and other terms and conditions of employment for employee members of AFSCME (Supervisors Unit), for the period of January 1, 2023 through December 31, 2026.

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

THAT, the labor contract settlement terms attached hereto as Exhibit A, between the AFSCME (Supervisors Unit), establishing compensation, benefits, and other terms and conditions of employment for employee members of AFSCME (Supervisors Unit), for the period of January 1, 2023 through December 31, 2026 and SacRT is hereby approved.

THAT, the General Manager/CEO is hereby authorized to bind SacRT to a Collective Bargaining Agreement (CBA) with AFSCME, whereby the existing CBA is amended and restated to provide for the changes to compensation, benefits, and other terms and conditions of employment, as set forth in Exhibit A.

THAT, the General Manager/CEO is hereby authorized to execute the fully revised CBA on behalf of SacRT to implement their terms.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary