



Sacramento Regional Transit District

BOARD MEETING NOTICE TO THE PUBLIC & AGENDA

This meeting will be teleconferenced in compliance with the Brown Act pursuant to Government Code Section 54953 as amended by Assembly Bill 361, during the COVID-19 Pandemic.

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Submit written public comments relating to the attached Agenda no later than 2:00 p.m. on the day of the Board meeting to

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Please place the Item Number in the Subject Line of your correspondence. Comments are limited to 250 words or less.

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Please note you will not be able to join the live stream until the posted meeting start time. If you wish to make a comment on an item, press the “raise a hand” button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. By participating in this meeting, you acknowledge that you are being recorded.



Sacramento Regional Transit District Agenda

**SPECIAL CLOSED SESSION MEETING
5:00 P.M., MONDAY, JANUARY 23, 2023
VIRTUAL MEETING**

ROLL CALL — Directors Budge, Daniels, Howell, Hume, Jennings, Loloee, Maple, Serna, Singh-Allen, Valenzuela and Vice Chair Kennedy

Alternates: Directors Kozlowski, Sander, Schaefer, Suen

1. CONSENT CALENDAR

- 1.1 Resolution 2023-01-001: Authorize the Board of Directors to Teleconference from January 23, 2023 through February 21, 2023 in Compliance with the Brown Act Pursuant to Government Code Section 54953 as Amended by Assembly Bill 361, During the COVID-19 Pandemic (O. Sanchez-Ochoa/T. Smith)

2. ANNOUNCEMENT OF CLOSED SESSION ITEMS

- 2.1 Conference with Labor Negotiator
Pursuant to Section 54957.6
District Negotiator: David Topaz
- A. Employee Organization: Local ATU 256 (Elk Grove Unit)
B. Employee Organization: Local AFSCME 146 (Supervisors Unit)
- 2.2 Conference with Legal Counsel
Pursuant to Section 54956.9
Anticipated Litigation
- A. Munoz v. SacRT
- 2.3 Conference with Legal Counsel
Pursuant to Section 54956.9
Existing Litigation
- A. Tariq Castillo v. SacRT
Case Number 34-2018-00235414
B. Morrison v. SacRT
Case Number 34-2020-00278091

2. RECESS TO CLOSED SESSION

3. OPEN SESSION

STAFF REPORT

DATE: January 23, 2023

TO: Sacramento Regional Transit Board of Directors

FROM: Olga Sanchez-Ochoa, General Counsel / Tabetha Smith, Clerk to the Board

SUBJ: AUTHORIZE THE BOARD OF DIRECTORS TO TELE-CONFERENCE FROM JANUARY 23, 2023 THROUGH FEBRUARY 21, 2023, IN COMPLIANCE WITH THE BROWN ACT PURSUANT TO GOVERNMENT CODE SECTION 54953 AS AMENDED BY ASSEMBLY BILL 361, DURING THE COVID-19 PANDEMIC

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize implementation of AB 361 for Board meetings conducted between January 23, 2023, and February 21, 2023. Meetings conducted during this 30-day period may be conducted via teleconference due to the Covid-19 pandemic.

FISCAL IMPACT

There is no fiscal impact.

DISCUSSION

Governor Newsom signed an executive order on September 17, 2021 waiving the application of Assembly Bill 361 (“AB 361”) until October 1, 2021, when the provisions of a prior executive order that established certain requirements for public agencies to meet remotely during the COVID-19 emergency would expire. AB 361 amended the Ralph M. Brown Act to authorize modified procedures for remote (teleconference) meetings held during a state of emergency and when state or local officials impose or recommend measures to promote social distancing. See *Cal. Gov. Code* § 54953(e). These new rules supersede and replace similar rules in the Governor’s Executive Order No. N-29-20, which the SacRT Board had been adhering to since its adoption at the onset of the COVID-19 pandemic. To avail itself of these modified procedures, the Brown Act requires the Board find, by a majority vote, that it has reconsidered the circumstances of the state of emergency, and (i) the state of emergency continues to directly impact the ability of the

members to meet safely in person and/or (ii) state or local officials continue to impose or recommend measures to promote social distancing. The findings must be made no later than 30 days after using the modified procedures, and every 30 days thereafter. Unlike many of SacRT's member agencies, SacRT's auditorium is significantly small, making it difficult to safely space out members of the Board, staff and the public to meet safely in person. Because the peril of transmission has not been eliminated, masks mandates have been lifted and COVID cases are currently on the rise, the safest course of action is to continue meeting virtually for the next 30 days. Therefore, staff recommends that the Board adopt the attached Resolution authorizing the Board to meet virtually as allowed under AB 361, beginning and including January 23, 2023, through February 21, 2023.

An additional requirement of AB 361 is that members of the public be allowed to participate in real time during the virtually held Board meeting. Thus, members of the public can virtually participate in the Board meetings in real time.

RESOLUTION NO. 2023-01-001

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

January 23, 2023

AUTHORIZE THE BOARD OF DIRECTORS TO TELE-CONFERENCE FROM JANUARY 23, 2023 THROUGH FEBRUARY 21, 2023, IN COMPLIANCE WITH THE BROWN ACT PURSUANT TO GOVERNMENT CODE SECTION 54953 AS AMENDED BY ASSEMBLY BILL 361, DURING THE COVID-19 PANDEMIC

THAT, on March 4, 2020, Governor Gavin Newsom issued a Proclamation of State of Emergency in response to the novel coronavirus (a disease now known as COVID-19); and

THAT, on November 10, 2021, Governor Gavin Newsom signed Executive Order N-21-21 extending the declaration of a State of Emergency in response to the novel coronavirus to March 31, 2022 and again on April 16, 2022 it was extended to June 30, 2022 and on June 17, 2022 it was again extended and is currently still in place; and

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

WHEREAS, the Sacramento County Health Officer declared a local health emergency related to the COVID-19 on March 6, 2020. The County Administrator, acting in his capacity as the Director of Emergency Services, proclaimed the existence of a local emergency related to COVID-19 on March 6, 2020; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended and modified the teleconferencing requirements under the Brown Act (California Government Code section 54950 et seq.) so that local legislative bodies can hold public meetings via teleconference (with audio or video communications, without a physical meeting location), as long as the meeting agenda identifies the teleconferencing procedures to be used; and

WHEREAS, on June 4, 2021, the Governor clarified that the “reopening” of California on June 15, 2021, did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which extended the provision of N-29-20 concerning the conduct of public meetings through September 30, 2021, and the Governor subsequently signed legislation revising Brown Act requirements for teleconferenced public meetings (Assembly Bill 361, referred to hereinafter as “AB 361”); and

WHEREAS, on October 17, 2022, the Governor announced that he will lift the current state of emergency proclamation on February 28, 2023, but as of the date of this Resolution, the State of California remains under a state of emergency and neither the Governor nor the Legislature have exercised their respective powers pursuant to California Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent Resolution in the state Legislature and the state of emergency will remain in place until February 28, 2023; and

WHEREAS, as of the date of this Resolution, neither the County Health Officer nor the County Administrator have exercised their powers to lift the local health emergency and local state of emergency declared and proclaimed on March 6, 2020; and

WHEREAS, the County Health Officer has confirmed that continued local rates of transmission of the virus and variants causing COVID-19 are such that meeting in person would present imminent risks to the health or safety of attendees of public meetings; and

NOW, THEREFORE, BE IT RESOLVED AND FOUND as follows: 1. The Board of Directors hereby finds that the facts set forth in the above recitals are true and correct, and establish the factual basis for the adoption of this Resolution; 2. There is an ongoing proclaimed state of emergency relating to the novel coronavirus causing the disease known as COVID-19 and as a result of that emergency, meeting in person would present imminent risks to the health or safety of attendees of in-person meetings of this legislative body within the meaning of California Government Code section 54953(e)(1). 3. Under the present circumstances, including the risks mentioned in the preceding paragraph, the Board of Directors determines that authorizing teleconferenced public meetings consistent with Assembly Bill 361 is necessary and appropriate beginning and including January 23, 2023, and continuing through February 21, 2023. 4. Staff are directed to take all actions necessary to implement this Resolution in accordance with the foregoing provisions and the requirements of Government Code section 54953, as amended by Assembly Bill 361, including but not limited to returning for ratification of this Resolution every 30 days after teleconferencing for the first time pursuant to Assembly Bill 361 for so long as either of the following circumstances exists: (a) the state of emergency continues to directly impact the ability of this legislative body to meet in person; and/or (b) state or local officials, including but not limited to the County Health Officer, continue to impose or recommend measures to promote social distancing.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary



Sacramento Regional Transit District Agenda

BOARD MEETING
5:30 P.M., MONDAY, JANUARY 23, 2023
VIRTUAL MEETING

ROLL CALL — Directors Budge, Daniels, Howell, Hume, Jennings, Loloee, Maple, Serna, Singh-Allen, Valenzuela and Vice Chair Kennedy

Alternates: Directors Kozlowski, Sander, Schaefer, Suen

1. PLEDGE OF ALLEGIANCE

2. CONSENT CALENDAR

- 2.1 Motion: Approval of the Action Summary of December 12, 2022
- 2.2 Resolution 2023-01-002: Approving Contract Change Order No. 1 to the Contract for Low Floor Vehicle Platform Conversion Phase 1 with PNP Construction, Inc. (L. Ham)
- 2.3 Resolution 2023-01-003: Approving the Fourth Amendment to Personal Services Contract with Denise Standridge (J. Adelman)
- 2.4 Resolution 2023-01-004: Approving the Contract for 2008 Orion Bus Refurbishment & CNG Tank Replacement Services with Almared, Inc. DBA A-1 Alternative Fuel Systems (C.Alba)
- 2.5 Resolution 2023-01-005: Approving the Contract for On-Call Towing and Roadside Assistance Services for Private and Non-Revenue Vehicles with North Valley Fleet Services, Inc. (L. Hinz)
- 2.6 Resolution 2023-01-006: Approving a Collective Bargaining Agreement with The Amalgamated Transit Union, Local 256 (Elk Grove Unit), for the Term of July 1, 2022-June 30, 2026 (D. Topaz)
- 2.7 Resolution 2023-01-007: 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 (D. Topaz)
- 2.8 Resolution 2023-01-008: Approving a Title VI Service Equity Analysis and Adopting Service Changes for April 2023 (L. Ham)

- 2.9 Resolution 2023-01-009: Delegating Authority to the General Manager/CEO to Approve and Execute Information Technology Procurement Contracts over \$150,000 for the Connect Card Firewall and Wi-Fi Replacement and Improvements Project (S. Valenton)
- 2.10 Resolution 2023-01-010: Third Amendment to the FY23 Capital Budget (L. Chiu)
- 2.11 Resolution 2023-01-011: Delegating Authority to the General Manager/CEO to Purchase Cutaway Buses for SacRT GO Paratransit Service (C. Alba)

3. INTRODUCTION OF SPECIAL GUESTS

- 3.1 Presentation: Transportation Security Administration's Gold Standard Award and Introduction of Special Guest James Duncan, Regional Security Director, U.S. Department of Homeland Security (L. Hinz)

4. UNFINISHED BUSINESS

5. PUBLIC HEARING

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

7. NEW BUSINESS

- 7.1 Motion: Chair and Vice Chair for the Sacramento Regional Transit Board of Directors for 2023 (T. Smith)
- 7.2 SacRT Board and Commission Appointments (T. Smith/S. Valenton)
 - A. Motion: Appointing Two Board Members and One Alternate Board Member to the Capitol Corridor Joint Powers Authority; and
 - B. Motion: Appointing One Alternate Board Member to the Sacramento-Placerville Transportation Corridor Joint Powers Authority; and
 - C. Motion: Appointing One Board Member and One Alternate Board Member to the San Joaquin Joint Powers Authority; and
 - D. Motion: Appointing One Board member to the San Joaquin Regional Rail Commission Stations/Development Committee; and
 - E. Chair Appointment: Appointing Three Board Members to the Ad Hoc Real Estate Committee; and
 - F. Chair Appointment: Appointing Four Board Members to the Ad Hoc Board Composition and Voting Structure Subcommittee

8. GENERAL MANAGER'S REPORT

- 8.1 General Manager's Report
 - a. Major Project Updates
 - b. SacRT Meeting Calendar

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

*NOTICE TO THE PUBLIC

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

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

This meeting of the Sacramento Regional Transit District will be cablecast on Metro Cable 14, the local government affairs channel on Comcast, Consolidated Communications and AT&T U-Verse cable systems. This meeting is closed captioned and webcast at metro14live.saccounty.gov. Today's meeting replays Thursday, January 26th at 2:00 PM and Sunday, January 29th at 12:00 PM on Channel 14. This meeting can also be viewed at youtube.com/metrocable14.

Any person(s) requiring accessible formats of the agenda should contact the Clerk of the Board at 279/234-8382 or TDD 916/557-4686 at least 72 business hours in advance of the Board Meeting.

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

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Tabetha Smith, Clerk to the Board
SUBJ: APPROVAL OF THE ACTION SUMMARY OF DECEMBER 12, 2022

RECOMMENDATION

Motion to Approve.

**SACRAMENTO REGIONAL TRANSIT DISTRICT
BOARD OF DIRECTORS
BOARD MEETING
December 12, 2022**

ROLL CALL: Roll Call was taken at 5:31 p.m. via Zoom. PRESENT: Directors Budge, Harris, Jennings, Kennedy, Nottoli, Schenirer, Serna, Valenzuela, and Chair Miller. Absent: Director Howell. Director Schaefer, to vote as alternate for Chair Miller, joined the meeting at 5:36 p.m. Director Hume joined the meeting at 6:30 p.m.

1. PLEDGE OF ALLEGIANCE

2. CONSENT CALENDAR

- 2.1 Motion: Approval of the Action Summary of November 14, 2022
- 2.2 Resolution 2022-12-133: Authorize the Board of Directors to Teleconference from December 12, 2022 through January 10, 2023 in Compliance with the Brown Act Pursuant to Government Code Section 54953 as Amended by Assembly Bill 361, During the COVID-19 Pandemic (O. Sanchez-Ochoa/T. Smith)
- 2.3 Resolution 2022-12-134: 2023 Board Meeting Calendar (T. Smith)
- 2.4 Ordinance 2022-12-001: Amending and Restating Title I, Procurement Ordinance, of the SacRT Administrative Code (J. Adelman)
- 2.5 Resolution 2022-12-135: Approving the Fourth Amendment to the Personal Services Contract with Mark Lonergan (C. Flores)
- 2.6 Resolution 2022-12-136: Repealing Resolution 19-07-0085 and Approving the Revised Comprehensive Reserve Policy (L. Chiu)
- 2.7 Resolution 2022-12-137: Approving the Renewal of All SacRT Health and Welfare Benefits for 2023 (D. Topaz)
- 2.8 Resolution 2022-12-138: Adopt the Revised Public Transportation Agency Safety Plan (L. Hinz)
- 2.9 Resolution 2022-12-148: Approving the Contract for On-Call Revenue Vehicle Auto Body Repair Services (C. Alba)
- 2.10 Resolution 2022-12-149: Authorizing the General Manager/CEO to Approve a "Fare Equivalent" for Persons Needing to Travel on Existing SacRT Routes Serving Weather Respite Centers (D. Selenis)

- 2.11 Delegating Authority to the General Manager/CEO to Enter into a Project Agreement with Northpoint Development LLC and Granting Concurrence to Easement Agreements (J. Adelman)
- A) Resolution 2022-12-145: Delegate Authority to the General Manager/CEO to Enter into a Project Agreement with Northpoint Development LLC and Granting Concurrence to Two Easement Agreements Between the Sacramento-Placerville Transportation Corridor Joint Powers Authority and Golden State Water Company for Two Waterlines, Contingent Upon Securing FTA Concurrence; and
 - B) Resolution 2022-12-146: Delegate Authority to the General Manager/CEO to Enter into a Project Agreement with Northpoint Development LLC and Granting Concurrence to An Easement Agreement Between the Sacramento-Placerville Transportation Corridor Joint Powers Authority and Sacramento Area Sewer District for a Sewer Line, Contingent Upon Securing FTA Concurrence
- 2.12 Approving Contracts for SAP Operational Support and Enhancement Services and Delegating Authority to the General Manager/CEO to Award a Contract for SAP Enhancement Services (S. Valenton)
- A) Resolution 2022-12-150: Approving a Contract for SAP Operational Support Services and Enhancement Services to Labyrinth Solutions, LLC; and
 - B) Resolution 2022-12-151: Approving a Contract for SAP Enhancement Services to Sage Group Technologies, Inc.; and
 - C) Resolution 2022-12-152: Delegating Authority to the General Manager/CEO to Award a Contract for SAP Enhancement Services to EPI-USE America, Inc.

Director Valenzuela thanked SacRT staff for bringing this item forward. She is requesting for staff to explore having regular routes to the large concentration encampment centers when the warming centers are activated.

Mr. Li stated that staff would look into this request.

The Board went to a brief recess in order to rectify some technical issues.

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

3. INTRODUCTION OF SPECIAL GUESTS

- 3.1 Resolution 2022-12-139: Commending Steve Miller (Vice Chair Kennedy)
- 3.2 Resolution 2022-12-140: Commending Don Nottoli (Chair Miller)
- 3.3 Resolution 2022-12-141: Commending Patrick Hume (Chair Miller)
- 3.4 Resolution 2022-12-142: Commending Jay Schenirer (Chair Miller)
- 3.5 Resolution 2022-12-143: Commending Jeff Harris (Chair Miller)
- 3.6 Resolution 2022-12-144: Commending Kerri Howell (Chair Miller)

Vice Chair Kennedy commended Chair Miller on his sixteen years of service on the SacRT Board of Directors representing the City of Citrus Heights and highlighted some of the many accomplishments during those years. He stated Chair Miller is a true gentleman and congratulated him on his School Board Member position.

Chair Miller commended Director Nottoli on his twenty-four years of service on the SacRT Board of Directors representing the County of Sacramento and highlighted some of the many achievements during those years. He shared that Director Nottoli has been a constant repository of SacRT history and a voice of reason.

Director Serna complimented and publicly thanked Director Nottoli for his advice, counsel, partnership, and conversations over the years.

Public comment was taken by phone from Jeffery Tardaguila.

Mr. Tardaguila thanked the leaving Board members for their help in transportation and stated he will miss their institutional knowledge. He commented that there are problems with the 2200 buses, the bus shelters and application information need to be updated.

Chair Miller commended and congratulated the future Sacramento County Supervisor, Director Hume, on his sixteen years of representing the City of Elk Grove on the SacRT Board. He highlighted accomplishments while on the Board and stated Director Hume has worked tirelessly to extend light rail to Elk Grove and hopefully it will get there soon.

Chair Miller commended Director Schenirer for his eleven years of service on the SacRT Board of Directors representing the City of Sacramento and highlighted achievements during the time served on the Board. He recognized Director Schenirer as the City's youth champion of SacRT's Ryde Free RT initiative, one of SacRT's most successful programs.

Chair Miller next commended Director Harris for his eight years of service on the SacRT Board of Directors representing the City of Sacramento and highlighted accomplishments during that time. Chair Miller stated that Director Harris was instrumental in the opening

of the Wexler Building, the first Transit Oriented Development (TOD) in the Sacramento region.

Chair Miller next commended Director Howell for her four years of service on the SacRT Board of Directors representing the City of Folsom and highlighted accomplishments during that time. Director Howell was instrumental in the City of Folsom annexing their transit services into the SacRT system.

Director Nottoli added his thanks, appreciation, and gratitude to all his colleagues, those leaving and remaining for their commitment to public transportation. He said it has been a great opportunity to have worked with outstanding SacRT staff, engage with the public and have served with all the Board members. It has been the goal of the Board to bring together the region, connecting it with public transportation opportunities and find innovative ways to extend service to underserved or unserved areas. He will take away fond memories and thanked Mr. Li, the Board and SacRT staff.

Chair Miller said he could not have said it better himself.

Director Schenirer dittoed what Director Nottoli said. He shared that SacRT was not doing well when he started on the SacRT Board, and it has been a pleasure to watch SacRT bloom into a national model of what can be done for public transportation. He recognized this was not done alone and thanked his colleagues, SacRT staff and Mr. Li. He complimented Mr. Li on his leadership and willingness to take risks and doing things differently.

Director Harris agreed with Director Schenirer and appreciates the professionalism of the SacRT Board in terms of making tough decisions. He shared that the pandemic almost made transit a thing of the past. Director Schenirer recognized the leadership of the Board, Mr. Li and staff for fighting through and climbing out quite well.

Director Serna stated that SacRT Board members share common constituencies and recognized leadership and contributions from Director Harris and Director Schenirer who teamed up, worked together, and collaborated on solutions. He also acknowledged the innovative spirit and creative thought process that the Board has enjoyed even in times that mounting challenges were faced.

Chair Miller announced serving has been a labor of love for him and transit was big for him as it was the only way his father traveled. He acknowledged his wife for her support.

Budge moved; Director Kennedy seconded approval of items 3.1 to 3.5 as written. Motion was carried by roll call vote. Ayes: Directors Budge, Harris, Jennings, Kennedy, Nottoli, Schaefer, Schenirer, Serna and Director Valenzuela. Noes: None; Abstain: None; Absent: Directors Howell and Hume.

4. UNFINISHED BUSINESS

5. PUBLIC HEARING

6. PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA

Public comment was taken by phone from Glenn Mandelkern and Helen O'Connell.

Mr. Mandelkern thanked the Board members who have served and wished them well. He commented then that his holiday wish is for Watt Avenue Bus Rapid Transit Service to go up and down Watt Avenue.

Ms. O'Connell is concerned about the communication and the availability in different languages with regards to the 59th Street low-floor conversion and the construction that will start next month.

7. NEW BUSINESS

- 7.1 Motion: Intent Motion to Select the Chair and Vice Chair of the Sacramento Regional Transit Board of Directors for 2023 (T. Smith)

ACTION: APPROVED – Director Harris moved; Director Serna seconded approval of the selection of Vice Chair Kennedy as Chair and Director Jennings as Vice Chair of the SacRT Board for 2023. Motion was carried by roll call vote. Ayes: Directors Budge, Harris, Jennings, Kennedy, Nottoli, Schaefer, Schenirer, Serna and Director Valenzuela. Noes: None; Abstain: None; Absent: Directors Howell and Hume.

- 7.2 Resolution 2022-12-147: Receive and File the Annual Comprehensive Financial Report, Reports on Compliance and Internal Controls as Required by Uniform Guidance, and the Transportation Development Act Report to the Board of Directors for the Fiscal Year Ended June 30, 2022 and Designate \$6,222,654 to SacRT's Operating Surplus and \$5,053,586 of Working Capital Reserve to SacRT's Operating Reserve (L. Chiu)

Lawrence Chiu presented the Annual Financial Comprehensive Report. The independent audit, conducted by Crowe, provides assurance that the financial statements are free of misstatements and conform with the Generally Accepted Accounting Principles. He announced this is the third year in a row that SacRT has received no audit findings and that SacRT has received the Certificate of Achievement for Excellence in financial reporting from the Government Finance Officers Association since 2000. The total operating reserve will be \$42 million and there is approximately \$100 million in Covid relief funds which brings the operating reserve to 60 days of annual operating expenses. Mr. Chiu thanked the Board for exceptional decisions on fiscal strategy and Mr. Li, Ms. Valenton and the Executive Management Team for their strong leadership. He also thanked the finance team for their hard work in completing the audit and annual financial report.

Director Schenirer asked Mr. Li what the operating reserve was when he took over.

Mr. Li responded the operating reserve was short about \$1 million dollars.

Mr. Schenirer rested his case stating the reserve has gone from minus \$1 million to \$42 million and moved the item.

Schenirer moved; Director Jennings seconded approval of items 7.2 as written. Motion was carried by roll call vote. Ayes: Directors Budge, Harris, Jennings, Kennedy, Nottoli, Schaefer, Schenirer, Serna and Director Valenzuela. Noes: None; Abstain: None; Absent: Directors Howell and Hume.

8. GENERAL MANAGER'S REPORT

- 8.1 General Manager's Report
 - a. Major Project Updates
 - b. SacRT Meeting Calendar

Mr. Li announced that today is a milestone moment in SacRT's history with six of eleven board members retiring who collectively represent 79 years of service furthering SacRT's missions and goals. With the Board's vision and confidence in Mr. Li and SacRT staff, the agency has been transformed and leads the industry in many facets. Mr. Li thanked the retiring board members for their extraordinary leadership and service to society and the Sacramento region.

Mr. Li commended Director Schenirer as the Chair leading a national search for Mr. Li to become the CEO and for giving him the confidence to think innovatively and do things differently. Mr. Li acknowledged Director Schenirer as the grandfather of the student Ryde Free RT program as it was his leadership and determination that culminated the industry setting program. At Director Schenirer's retirement party, many people, including Mayor Steinberg, recognized him as the most accomplished elected official in the City of Sacramento's history.

Mr. Li commended Director Hume stating he has been a tremendous advocate for public transit and a relentless leader for fiscal conservative policy during his tenure on the SacRT Board. Director Hume's strong leadership helped turn around the agency from a potential fiscal cliff to a financially strong organization. He championed the South Line Phase 2 extension to CRC and was instrumental with the annexation agreement with the City of Elk Grove.

Mr. Li commended Kerri Howell recognizing in her tenure, SacRT and the City of Folsom reached an annexation agreement. SacRT secured over \$30 million in funding to additional track on the Gold Line to enable 15-minute headways to the City of Folsom. She helped advocate for improved late-night service to Folsom, ensuring better connectivity to the entire region.

Mr. Li then commended Director Harris describing him as a tireless advocate for SacRT

and thanked him for his dedication, guidance, and leadership. Mr. Li is particularly thankful for his effort around housing development or TODs along SacRT rail lines and the opportunity to celebrate the opening of the Wexler student housing development. Director Harris also fostered the new community in the River District, Mirasol Village.

Mr. Li commended Director Nottoli on twenty-four years of service stating he is basically the Godfather of SacRT. He has seen us grow and expand. The list of projects he impacted and the community members he touched over the years is endless. Director Nottoli has been a steady hand and a voice of reason and will be very missed.

Mr. Li commended Chair Miller stating the Chair has seen the worst and best of times. As Chair in 2010 SacRT was emerging from the Great Recession and was forced to make service cuts and tough financial decisions. In the Chair's latest tenure, SacRT received the Outstanding Transportation System of the Year in 2021 in North America award which is the best of the best honor and privilege. Chair Miller was vital to the annexation agreement with the City of Citrus Heights which paved the way for others to consider joining SacRT. Chair Miller's leadership led to the historical SacRT regionalization effort and helped SacRT receive close to \$300 million in discretionary grant funding.

Mr. Li concluded his remarks by wishing everyone a safe and happy holidays. He is grateful the SacRT team was able to celebrate last week and thanked Director Jennings, Director Hume and Assemblymember Nguyen for attending the celebration.

Chair Miller thanked the entire organization and stated the Board gets a lot of credit, but they just set the course and the credit really is due to Mr. Li and SacRT staff that literally and figuratively get us where we want to be.

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

9.1 Capitol Corridor Joint Powers Authority Meeting Summary of November 16, 2022 (Harris, Miller)

Director Harris commented that CCJPA is bouncing back after the pandemic and ridership is returning but it has been a rough road with a lot of trespass incidents.

Public comment was taken by phone from Jeffery Tardaguila.

Mr. Tardaguila thanked the Capital Corridor and mentioned there is a need for more than one conductor as ridership increases. He hopes there is due consideration taking place on which new single floor cars will be utilized on the 19th Street corridor.

9.2 San Joaquin Joint Powers Authority Meeting Summary of November 18, 2022

10. **CONTINUATION OF PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA (If Necessary)**
11. **ANNOUNCEMENT OF CLOSED SESSION ITEMS**
12. **RECESS TO CLOSED SESSION**
13. **CLOSED SESSION**
14. **RECONVENE IN OPEN SESSION**
15. **CLOSED SESSION REPORT**
16. **ADJOURN**

As there was no further business to be conducted, the meeting was adjourned at 6:36 p.m.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Laura Ham, VP, Planning and Engineering
SUBJ: APPROVING CONTRACT CHANGE ORDER NO.1 TO THE
CONTRACT FOR LOW FLOOR VEHICLE PLATFORM
CONVERSION PHASE 1 WITH PNP CONSTRUCTION, INC.

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approving Contract Change Order (CCO) No. 1 to the construction contract will allow SacRT to reduce the total consideration for the Base Bid and defer a portion of the work until Phase 2 of the platform conversion project.

FISCAL IMPACT

The Total Bid price for the Low Floor Vehicle Platform Conversion Phase 1 Project was \$18,774,000, with a Base Bid of \$9,713,000 and 5 Additive Alternates totaling \$9,061,000. SacRT has six months from the Notice to Proceed to exercise the Additive Alternates for the amount bid. The Contract is being funded with federal and state funds. The Contract for the Base Bid was conditionally awarded at the September 12, 2022 Board Meeting, with a delegation of authority to the General Manager/CEO to award the additive alternates based on available additional funding.

The deductive amount for the removal of the 8th & O Inbound Station from Bid Item No. 6 is \$378,639. This will reduce the total consideration for Base Bid from \$9,713,000 to \$9,334,361 and provide additional funding that may be applied toward exercise of the Additive Alternates as other funding is identified

DISCUSSION

On September 12, 2022, the Board conditionally approved a contract for Construction of the Low Floor Vehicle Platform Conversion Phase 1 Project for the Base Bid only with PNP Construction, Inc. (PNP) and delegated the authority to the General Manager/CEO to execute the Additive Alternates upon funding becoming available. PNP was given Notice to Proceed on September 29, 2022.

Contract Change Order No. 1 would remove the Phase 1 platform conversion work at the 8th & O Station (Inbound). The 8th and O Station (Inbound) is closed for the State Department of General Services Building Renovation Project until Summer 2025. Because of the prolonged station closure and the planned construction schedule for the Phase 2 full platform conversion (as detailed in the September 12 Staff Report), it is most efficient and cost effective to defer any modification of the 8th and O Station (Inbound) to Phase 2 of the overall platform conversion project. PNP provided a Change Quote to reduce the total cost of Bid Item No. 6, which includes both the Inbound and Outbound stations, from \$817,000 to \$438,361, a reduction of \$378,639. While this amount is less than half of Bid Item No. 6, Staff has determined, based on the documentation presented by PNP, that this deduction fairly represents the expected cost of the deleted work.

RESOLUTION NO. 2023-01-002

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

January 23, 2023

APPROVING CONTRACT CHANGE ORDER NO.1 TO THE CONTRACT FOR LOW FLOOR VEHICLE PLATFORM CONVERSION PHASE 1 WITH PNP CONSTRUCTION, INC.

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

THAT, Contract Change Order No. 1 to the Contract for Low Floor Vehicle Platform Conversion Phase 1 between Sacramento Regional Transit District, therein referred to as "SacRT" and PNP Construction, Inc., therein referred to as "Contractor," whereby the scope of the Bid Item No. 6 work is reduced to remove the 8th & O Station (Inbound) from the scope of work and the not to exceed amount is correspondingly reduced by \$378,639, from \$9,713,000 to \$9,334,361, is hereby approved.

THAT, General Manager/CEO is hereby authorized and directed to execute Contract Change Order No. 1 to the Contract.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Jamie Adelman, VP, Procurement, Real Estate and Special Projects
SUBJ: APPROVING THE FOURTH AMENDMENT TO PERSONAL SERVICES CONTRACT WITH DENISE STANDRIDGE

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approving the Resolution will amend the Personal Services Contract with Denise Standridge, extending the contract through February 5, 2024, and increasing the total consideration to \$125,000.

FISCAL IMPACT

The original contract included a total consideration of \$100,000. As of December 31, 2022, SacRT has expended approximately \$80,347.00 since the commencement of the contract in 2020. Due to an increase in case activity, as courts reopen post COVID, SacRT anticipates an increase in the need for Ms. Standridge's support. Therefore, staff is increasing the total consideration of the contract to \$125,000. The Fiscal Year 2023 budget has sufficient funds to cover the usage of Ms. Standridge's services for the remainder of the fiscal year. The term of the contract after June 30, 2023 will be covered by the Fiscal Year 2024 operating budget.

DISCUSSION

On February 5, 2020, SacRT entered a Personal Services Contract with Denise Standridge to provide assistance to the Risk Management Department in managing and representing SacRT in personal injury tort claims filed against SacRT.

Ms. Standridge will also be providing training, assistance, and consultation to Attorney III Artak Paskevichyan, in the Risk Department with handling litigation matters. This includes but is not limited to reviewing medical records; drafting legal documents and pleadings; taking and/or defending depositions; reviewing case files; interacting with experts; and court appearances. This position will be available to cover for the sole Attorney III with handling litigation in times where he is double booked, sick, or on vacation.

Ms. Standridge brings with her a unique set of skills. She was general counsel and a litigator for AC Transit and has extensive experience in transit and California public law. She has been in the transit industry since 2001 and has been handling civil litigation for 30 years. She also spent 5-6 years litigating in Sacramento and was acting as a settlement conference judge pro tem. She has handled 30 jury trials, thousands of depositions, and about 1,000 arbitrations and mediations. With COVID postponing trials for a couple years, 2023 and 2024 are anticipated to be extremely busy litigation years. SacRT's Attorney III will require the assistance and support of Ms. Standridge to effectively defend lawsuits against SacRT.

RESOLUTION NO. 2023-01-003

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

January 23, 2023

APPROVING THE FOURTH AMENDMENT TO PERSONAL SERVICES CONTRACT WITH DENISE STANDRIDGE

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

THAT, the Fourth Amendment to the Personal Services Contract between Sacramento Regional Transit District, therein referred to as "SacRT," and Denise Standridge, therein referred to as "Temporary Employee," whereby the term is extended by one year to February 5, 2024, and the total consideration is increased by \$25,000, to \$125,000, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute said Fourth Amendment.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Carmen Alba, VP, Bus Operations
SUBJ: APPROVING THE CONTRACT FOR 2008 ORION BUS
REFURBISHMENT & CNG TANK REPLACEMENT SERVICES
WITH ALMARED, INC. DBA A-1 ALTERNATIVE FUEL SYSTEMS

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approving the Contract for 2008 Orion Bus Refurbishment & CNG Tank Replacement with Almared, Inc. dba A-1 Alternative Fuel Systems (A-1 Alternative Fuel Systems) will extend the life of 27 SacRT 2008 Orion VII Low Floor buses.

FISCAL IMPACT

Staff anticipates the costs associated with the 2008 Orion bus refurbishment and CNG tank replacement to be \$1,215,000. Staff plans to use available funding from Section 5307 Urban Area Formula funds (Federal) and State of Good Repair funds (State) to fund this project.

DISCUSSION

In 2008, SacRT placed 91 new CNG Orion low-floor buses into revenue service. These buses have an FTA useful life benchmark of 12 years and are now approaching 15 years of service. To date, 2 buses were replaced with refurbished 2006 CNG Orion low-floor buses that had low mileage and SacRT purchased 30 new CNG Gillig buses to replace 30 of the 2008 Orion buses. There are 41 more CNG Gillig buses scheduled to start production in April 2023 with delivery and in-service expected to be completed by the end of August 2023. Of the 41 buses, 32 are replacements for the 2008 Orion buses used for SacRT service with the remaining 9 for Elk Grove Transit Services.

The current CNG tanks installed on the 2008 buses have 15-year certifications, which will expire at the end of August 2023. Bus Maintenance has identified 27 buses with the most recent engine and/or transmission rebuilds for this project. This Contract does not fully refurbish the buses; it will only cover the replacement of the CNG tanks and operator's seat.

Once the tanks have been replaced, the buses will be returned to revenue service for operations. Under FTA grant rules (FTA Circular 9030.1D), the useful life of a bus can be extended for a minimum of four years by rebuilding. The new replacement CNG fuel tanks will allow continuity of service up to the minimum four years while SacRT pursues funding to replace the remainder of the vehicles.

On October 26, 2022, an Invitation for Bid (IFB) for 2008 Orion Bus Refurbishment & CNG Tank Replacement Services was released on PlanetBids and 107 vendors were notified of the bid opportunity. On November 16, 2022, SacRT received two bids in response to the solicitation from A-1 Alternative Fuel Systems and Complete Coach Works. A-1 Alternative Fuel Systems was the lowest responsive and responsible bidder. Based on the bids received and comparison to previous purchases, staff has determined the price to be fair and reasonable.

RESOLUTION NO. 2023-01-004

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

January 23, 2023

APPROVING THE CONTRACT FOR 2008 ORION BUS REFURBISHMENT & CNG TANK REPLACEMENT SERVICES WITH ALMARED, INC. DBA A-1 ALTERNATIVE FUEL SYSTEMS

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

THAT, the Contract for 2008 Orion Bus Refurbishment & CNG Tank Replacement Services between Sacramento Regional Transit District, therein referred to as "SacRT," and Almared, Inc. dba A-1 Alternative Fuel Systems, therein referred to as "Contractor," whereby Contractor agrees to provide 2008 Orion Bus Refurbishment & CNG Tank Replacement Services, as further specified, for an amount not to exceed \$1,215,000.00, plus applicable sales tax, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute the Contract.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Lisa Hinz, VP, Security, Safety and Customer Satisfaction
SUBJ: APPROVING THE CONTRACT FOR ON-CALL TOWING AND
ROADSIDE ASSISTANCE SERVICES FOR PRIVATE AND NON-
REVENUE VEHICLES WITH NORTH VALLEY FLEET SERVICES,
INC.

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approving this contract will allow SacRT to obtain needed towing services for SacRT non-revenue vehicles and privately-owned vehicles on an on-call basis to provide reliable and safe operations.

FISCAL IMPACT

The proposed contract is budgeted at \$250,000 for a 5-year term, of which \$20,000 is included in the FY 2023 Operating Budget. FY 2024 – 2027 will be budgeted at \$50,000 per year and 7 months of Fiscal Year 2028 will be budgeted at \$30,000.

DISCUSSION

SacRT has a non-revenue fleet comprised of small to medium-sized sedans, including Police Services vehicles, and various pickup and utility trucks.

In addition, SacRT frequently requires towing services for privately-owned vehicles illegally parked at SacRT light rail stations, on SacRT's right of way, or on or near SacRT's light rail tracks. These increasingly include oversized vehicles such as RVs, boats, and trailers abandoned on SacRT property. The intent is for the owners of privately-owned vehicles to pay the costs of towing an illegally parked vehicle, but in the first instance SacRT must have a towing provider under contract to carry out the towing and maintain the safety and reliability of SacRT's services. If the towing contractor is unable to recover the towing costs from the private owner or through a lien sale/auction, SacRT will bear those costs.

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

On November 28, 2022, an Invitation for Bid (IFB) for On-Call Towing and Roadside Assistance Services for Private and Non-Revenue Vehicles for a 5-year term was released on PlanetBids and 259 prospective vendors matching the category code for these services were notified of the bid opportunity. On December 19, 2022, Sacramento Regional Transit District (SacRT) received 1 bid for the subject contracting opportunity from North Valley Fleet Services, Inc.

After a thorough review of the bid, staff has determined that the bid from North Valley Fleet Services, Inc. is fair and reasonable based on the Independent Cost Estimate (ICE) of \$301,990 derived from previous contracts and current market conditions.

RESOLUTION NO. 2023-01-005

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

January 23, 2023

APPROVING THE CONTRACT FOR ON-CALL TOWING AND ROADSIDE ASSISTANCE SERVICES FOR PRIVATE AND NON-REVENUE VEHICLES WITH NORTH VALLEY FLEET SERVICES, INC.

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

THAT, the Contract for On-Call Towing and Roadside Assistance Services for Private and Non-Revenue Vehicles between Sacramento Regional Transit District, therein referred to as "SacRT," and North Valley Fleet Services, Inc., therein referred to as "Contractor," whereby Contractor agrees to provide towing and roadside assistance services for a 5-year term, as further set forth therein, for a total amount not to exceed \$250,000, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute the Contract.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

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 AMALGAMATED TRANSIT UNION, LOCAL 256 (ELK GROVE UNIT), FOR THE TERM OF JULY 1, 2022-JUNE 30, 2026

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

The parties would have a new contractual agreement through June 30, 2026, benefitting SacRT and Amalgamated Transit Union (ATU), Local 256 (Elk Grove Unit) with labor stability and competitive wages and benefits compared to peer transit agencies, thereby positively impacting recruitment and retention.

FISCAL IMPACT

The annual impact for the contract per fiscal year (currently for 53 funded and 50 filled positions) are as follows:

FY 2023: \$293,915
FY 2024: \$158,625
FY 2025: \$171,434
FY 2026: \$187,973

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 ATU in September 2022 after SacRT staff requested to begin bargaining in January 2022. After a total of 6 bargaining sessions, SacRT made a proposal that was accepted by ATU to take to a vote of the Elk Grove Unit members. This proposal was brought to the membership by ATU for a ratification vote on December 13, 2022. The ATU Elk Grove Unit members voted in the affirmative to ratify the proposed Agreement. This Agreement represents the good faith efforts of the parties to come to an agreement that will help address recruitment and retention in the Elk Grove service line. All references to the maintenance employees have been deleted in the CBA

as they were accreted into the IBEW bargaining unit after ATU, IBEW, and SacRT reached agreement to do so in July 2022.

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

1. Term of Agreement: 4 years from July 1, 2022 through June 30, 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:

-July 1, 2022	4%
-July 1, 2023	4%
-July 1, 2024	4%
-July 1, 2025	4.5%

- In addition to the general salary increases above, a 3% lump sum bonus is to be paid to all ATU Elk Grove Unit members, and the \$200 monthly performance bonus is eliminated for all positions and rolled into wages at \$1.15/hr.
- A \$.10/hr wage adjustment was added to operators for continuing to do manual passenger counts as needed, as well as a \$.25/hr adjustment to dispatcher wages to improve recruitment and retention based on market equity.
- Provides increases to the 401(a) pension contributions to all ATU Elk Grove Unit members from 3% to 4% on July 1, 2024, and 5% on July 1, 2025, and allows for the contributions to begin upon hire versus after completing six months of employment.

3. Working Condition Modifications:

- Provides consistent floating holiday benefits as compared to other SacRT employees by increasing from 1 to 5 floating holidays per year.
- Provides consistent sick leave benefits as compared to other SacRT employees by increasing to 8hrs/month accrual for full time employees and 4 hrs/month for part time employees, and accruals begin upon hire versus upon completion of probation.
- Increases vacation leave accrual to 7.5 days per year and accrual upon hire from 5 days, and creates a 10 day per year tier and 15 day per year tier, allows use of vacation to be based on the length of the shift to be taken off.
- Adds paid jury duty leave for part time employees.

- Increases the probationary period from 90 days from date of hire to 180 days from date of hire, consistent with other SacRT line staff, and prohibits transfers or movement during the probationary period.

LABOR AGREEMENT

Between

SACRAMENTO REGIONAL TRANSIT DISTRICT



And

**AMALGAMATED TRANSIT UNION
LOCAL DIVISION 256 / AFL-CIO**

"FREEDOM THROUGH ORGANIZATION"



Effective

July 1, 20~~22~~¹⁹ through June 30,
20~~22~~⁶²

(Elk Grove Property)

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ARTICLE 1: RECOGNITION

SECTION 1.1 – Recognition of the Union

Sacramento Regional Transit District, hereinafter referred to as “SacRT,” recognizes the Amalgamated Transit Union, Local 256, hereinafter referred to as “Union,” as the exclusive representative of “employees” as defined in Section 1.2 of this Article. This bargaining unit was deemed appropriate on September 15, 2005, by the National Labor Relations Board in 20-RC-18044, for purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for such employees.

SECTION 1.2 – Definition of Employees

Whenever used in this Agreement, the term “employees” shall mean all full-time and regular part-time drivers, dispatchers, ~~mechanics, technicians, utility workers,~~ and reservationists (customer service representatives) employed by SacRT and located at 10250 Iron Rock Way, Elk Grove, CA 95776, excluding all managerial and administrative employees, guards, and supervisors.

An employee who has never accrued seniority under this Agreement or an employee rehired after termination of seniority shall be in “probationary” status until he/she has completed 90180 days of paid employment. The discharge of discipline of an employee who is in a probationary status shall not be a violation of this Agreement.

SECTION 1.3 – Job Classes

The classifications of jobs as described in Section 1.2 of this Agreement are defined as follows:

- a. Regular Full-Time – Full-Time employees will be regularly scheduled for at least 40 hours of work per workweek ~~and must select a bid to qualify for company benefits.~~
- b. Regular Part-Time – Employees regularly scheduled to work less than 40 hours in the workweek. ~~c. Any part time employee who averages 40 hours “actual work” per a week during any consecutive 10 weeks of a bid period shall be considered full-time, effective on the first day of the next pay period, unless said employee indicates he/she wants to remain a part time employee.~~

c. The Elk Grove service line will continue to be operated as a discrete and separate service line for the duration of the CBA.

SECTION 1.4 – Savings Clause

Any provisions of this Agreement, which conflicts with any State or Federal statute, or Executive Order having the same effect as law, now existing or hereinafter enacted, shall not affect the remainder of the Agreement, but such provisions shall be open for negotiation.

ARTICLE 2: SCOPE OF AGREEMENT

SECTION 2.1 – Duration

This Agreement shall be in effect effective July 1, 20~~22~~²¹ and shall continue in effect through June 30, 20~~26~~²², subject however, to revision by notice in writing by either party to the other 60 days prior to the expiration date. During such 60 day period, the parties will meet and confer in good faith in an effort to agree upon a successor Agreement. If negotiations extend beyond the expiration of this Agreement, the provisions of the Agreement will remain in force and effect until Agreement is reached, or in the event of an impasse, at the conclusion of the impasse resolution process.

SECTION 2.2 – Separability

Should any Article, Section, or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof, directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section, or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections, or portions of this Agreement that are not affected by such decision.

SECTION 2.3 – Waiver of Bargaining Rights and Amendments to Agreement

a. During the negotiations resulting in this Agreement, SacRT and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any matter as to which, applicable statutes and regulations impose an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, SacRT expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require SacRT to bargain collectively, over all matters as to which, applicable statutes and regulations impose an obligation to bargain for:

1. Such matters that are specifically referred to in this Agreement,
2. Such matters that were discussed between SacRT and the Union during negotiations, but which are not referred to in this Agreement, or
3. Such matters that were within the contemplation or knowledge of SacRT and the Union, but which after exercise of the right and opportunity referred to in the first sentence of this Section 2.3, were not addressed in this Agreement.

Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced in writing and executed by both SacRT and the Union. Nothing contained in the Section shall prohibit SacRT and the Union from entering into Memorandums of Understanding (MOUs) regarding areas where this Agreement is silent or unclear. Such MOUs shall in no way be in violation or conflict with the clear terms of this Agreement.

b. No employee shall be permitted to waive any of the benefits of this Collective Bargaining Agreement. No waiver or consent to employment under conditions other than as specified in this Agreement may be asserted by any party, unless there is a signed written supplement to this Agreement, executed by a duly authorized official of the Union and SacRT, in advance of any deviation from the terms contained herein.

ATU REDLINE CONTRACT

- c. No SacRT Representative or Official of the Union has authority to orally modify any of the terms contained in this Agreement. Stewards and Executive Board Members are not vested with authority to consent to or approve of any deviation from the terms of this Agreement.

ARTICLE 3: REPRESENTATION

SECTION 3.1 – Union Shop Stewards

- a. Recognition of Shop Stewards – From among the employees employed in the Bargaining Unit, the Union may designate and SacRT will recognize the designated Shop Stewards to serve as the Union’s agents in the representation of employee of the Bargaining Unit. SacRT shall not be required to recognize any employee as a Shop Steward unless the Union has informed SacRT, in writing, of the employee’s name(s). The union will designate 1 of the Shop Stewards as a primary contact with SacRT. In the absence of the Primary Steward, the Union will designate one of the other Stewards as primary contact with SacRT.
- b. The Stewards may assist in the investigation, presentation, and settling of grievances. Stewards have no authority to take strike action or cause any other work stoppage (or slowdown), which would interrupt SacRT’s business, except as an authorized official action of the Union. Stewards will not be compensated by SacRT for his/her duties as Steward and all such duties shall be performed during such times the Steward is not scheduled to work, unless he/she is excused from work by the General Manager/CEO or designee; however, SacRT will not deprive a Shop Steward of pay by requiring him/her to go off the clock while handling routine Union business, so long as that business is brief and does not interfere with the Shop Steward or another employee from completing his/her work schedule on time.
- c. Authorized time off for Union business will count as time worked towards benefits.

SECTION 3.2 – Inspection by Union Officials

During normal business hours, the Business Agent or his/her Designee or a shop Steward shall be allowed to inspect all records, including run sheets of any employee in the bargaining unit. A SacRT Representative shall be present during the examination of these records. No more than 2 business days notice will be required for inspection of records. Requests must be made in writing.

SECTION 3.3 – Distribution of Union Literature

- a. Bulletin Boards – SacRT will provide the Union with a bulletin board, which shall be used by the Union for posting of official notices, meetings, and other matters pertinent to the Union. All such notices must be printed on ATU Local 256 letterhead; otherwise, it shall be subject to removal by SacRT. The bulletin board shall be placed in the Driver’s Room. Said bulletin board will be located in such a manner that all employees can easily see its contents. The Union agrees that the bulletin board will only be used for official business and will not be used for personal notices or any other material not pertinent to official Union business. The Union also agrees that no inflammatory or derogatory materials regarding SacRT will be posted on the bulletin board. The Union Business Agent, or his/her Designee, shall have reasonable access during SacRT office hours, to maintain the bulletin board.

SECTION 3.4 – Union Business Leave

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- a. An employee designated by the Union to serve as a full-time officer or employee of the Union shall be granted leave without pay for the duration of such office or appointment. During the period of such leave, the employee shall continue to only be allowed to accrue seniority as defined in Article 8 (SENIORITY) of this Agreement. If any bargaining unit employee is elected or appointed to Union office, or other full-time position, the Union will send written notification to SacRT as soon as practicable.
- b. A maximum of 2 bargaining unit employees may be designated by the Union, upon advance written request of the Union, and approval of SacRT's General Manager/CEO or Designee. Officials of the Union or members appointed to serve on a committee shall be granted time off work for Union business. Such request shall not negatively affect operations or be unreasonably denied by SacRT.
- c. When practical, the Union will give a 10-day notice for Union business.

SECTION 3.5 – Union Visitation

Upon reasonable prior notice, authorized agents of the Union shall have access to SacRT's Elk Grove work facilities during working hours for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of SacRT's working schedule or interference with the performance of work by the employees. When relevant records are required by the Union officers for purposes stated above, SacRT officers shall furnish access within 2 business days for such material upon reasonable request by the Union. Applicable laws shall govern any access to confidential records

ARTICLE 4: MANAGEMENT RIGHTS

SECTION 4.1 – Management Rights

Except as expressly modified or restricted by the express provisions of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in SacRT, in accordance with its sole and exclusive judgement and discretion, subject to applicable law and the provisions of this Agreement including, but not limited to these rights:

- a. To reprimand, suspend, discharge, or otherwise discipline employee for cause, and to determine the number of employees to be employed.
- b. To hire employees, determine the qualifications, assign and direct their work, promote, demote, transfer, layoff, recall to work, and retire employees.
- c. To set the standards of productivity and the services to be rendered – to maintain the efficiency of operations, to determine the personnel, method, means, and facilities by which operations are conducted, and to set the starting times, quitting times, number of hours and shifts to be worked.
- d. To close down, or relocate SacRT's operations or any part thereof – to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of SacRT or the Customer.

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- e. To introduce new or improved technology, research, service, and maintenance methods, materials, equipment, to determine the price at which SacRT contracts its services, to determine the methods of financing its operations and services, and to determine the number, location and operation of departments, divisions, and all other units of SacRT.
- f. To issue, amend and reverse policies, rules, regulations, and practices, including rules of conduct or standards of performance – to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of SacRT and to direct SacRT's employees, to determine the existence or non-existence of facts, which are the basis of management decisions, and to carry out the lawful directives of the customers to whom SacRT contracts its services.
- g. Any claim that SacRT's exercise of its rights under this Article violates any provision(s) of this Agreement may be the subject of a grievance.

SacRT's failure to exercise any rights, prerogatives, or functions hereby reserve to it, or SacRT's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of SacRT's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

SECTION 4.2 – Technology Rights

SacRT may employ any current or new technology including video systems, GPS, mobile data terminals / computers, and other present or future technologies for the transit industry in order to help ensure the safety of the Operator and passengers, and to be in compliance with all federal, state, and local driving rules and regulations by both the Operator and the motoring or pedestrian public. SacRT and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the SacRT facility, an employee while operating a SacRT vehicle, or employee activity on SacRT property while on or off the clock. In the event any recording is used as evidence for the purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable before the action is taken, and if in disagreement with SacRT's decision or action, the Union may utilize the grievance procedure. SacRT agrees to provide the Union with a description and purpose for all new technologies before implementation.

These rights include when onboard cameras, which are owned by the Client, are utilized. When activity is to be viewed on these cameras as the result of an incident, and the date and time of the incident are reported and the incident is found on the media at the date and time, the media may be reviewed for 15 minutes on each side of the time specified. If the date and time of the incident is not reported or not reported accurately, SacRT may review the media in a manner intended to locate the incident only. Once the incident is located, the media may be reviewed 15 minutes before and after the time of the incident. SacRT will not initiate the review of electronic media solely for the purposes of looking for employee misconduct.

ARTICLE 5: NO STRIKES OR LOCKOUTS

SECTION 5.1 – No Strikes

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During the term of this Agreement, or any extension thereof, neither the Union nor its agents or representatives, not any employees, individually or collectively, shall call, sanction, or participate in any strike, work stoppage, and slowdown.

SECTION 5.2 – Lockouts

SacRT agrees that there will be no lockout of employees during the term of this Agreement.

SECTION 5.3 – Discipline

The failure or refusal on the part of any employee to comply with the provisions of Section 5.1 of this Article shall be cause for immediate discipline, including discharge. If any conduct prohibited by this section occurs, the Union shall do everything within its power to terminate such conduct.

ARTICLE 6: NON-DISCRIMINATION

SECTION 6.1 – Equal Opportunity

SacRT and the Union each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation, and other terms, conditions, and privileges of employment, nor will it limit, segregate, or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, creed, color, religion, ancestry, sex/gender, gender identity/gender expression, national origin, age, marital status, disability, medical condition, genetic information, military or veteran status, or sexual orientation, or otherwise included disadvantaged group.

SECTION 6.2 – Affirmative Action and Job Accommodation

Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any part with Federal, State, or local laws pertaining to discrimination, affirmative action, or job accommodation, nor to prohibit SacRT from complying with the lawful mandates or directions of its client(s) with respect to discrimination, affirmative action, or job accommodation. SacRT may take any action required or proper under such laws, mandates, or direction, with notice to the Union, and such action or its effect may be deemed a violation of the Agreement.

SECTION 6.3 – Gender Terms

Throughout this Agreement, the use of gender pronouns and terms shall be construed to include both male and female.

ARTICLE 7: DRUG AND ALCOHOL TESTING

7.1 Employees are required to comply with all applicable provisions of the SacRT's adopted Drug and Alcohol Testing and Rehabilitation Policy as revised April 14, 2014. 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.

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- 7.2 Nothing herein shall 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 program. Issues relating to the application, interpretation and enforcement of this Drug and Alcohol Testing Program as set forth herein, including, but not limited to, the imposition and severity of any discipline not agreed to hereunder, will be subject to the grievance and arbitration procedures as outlined in this Agreement.
- 7.3 An employee directed to undergo a drug and/or alcohol test pursuant to the Policy will be afforded an opportunity to confer with a Union representative in accordance with the principles of Weingarten. The employee will have the right to be accompanied by a Union representative, if one is reasonably available, when reporting to the urine collection/breath alcohol testing site.
- 7.4 All time spent undergoing a directed drug test or alcohol test (including travel time, if any) and awaiting the initial test result, shall be paid time under regular pay status, including overtime and, if delayed more than 7 calendar days, pay for bid trippers, 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 during their absence for treatment.
- 7.5 A covered employee that has been taken 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 employee must contact his or her 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 the District receiving the result will be paid for work time lost, including overtime and bid trippers, if applicable. 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.
- 7.6 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 his or her drug or alcohol tests. SacRT will provide 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 with all records pertaining to the test and the reported result. SacRT maintains employee record confidentiality in accordance with all applicable DOT FTA regulations. Except as may be authorized or required by law, and as permitted herein, any release of this information is prohibited without the express written permission of the employee tested.
- 7.7 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.

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1. The employee receives word of a verified positive test result.
 2. The employee is notified of a scheduled appointment with the SAP. Attendance and participation is mandatory.
 3. If SacRT is notified that employee failed to complete the program as specified by the SAP then:
 4. The employee is discharged from employment.
 5. The employee completes the treatment program specified by the SAP and tests negative on a Return-To-Duty Test, he or she is returned to work, and:
 6. The employee is subject to unannounced drug and/or alcohol testing, as determined by the SAP. Such testing is in addition to the other program testing and will be a minimum of 6 unannounced tests during the first year.
 7. The employee has a positive Return-To-Duty Test, then:
 8. The employee is discharged from employment.
 9. After returning to work, an employee received notice of a verified positive drug or alcohol test during the follow-up testing period for any reason, then:
 10. The employee is discharged from employment.
 11. 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.
 12. 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.
- 7.8 SacRT provides a Drug and Alcohol Rehabilitation Program for employees needing treatment for drug and alcohol abuse. The employee 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 his or her accrued paid sick leave 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 the voluntary procedure. An employee may undergo voluntary treatment a maximum of 2 times during his or her 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 treatment program:

VOLUNTARY REQUEST FOR SUBSTANCE ABUSE TREATMENT

1. The employee voluntarily requests rehabilitation for a drug/alcohol problem.
2. The employee is scheduled for an appointment with the SAP. The employee begins a designated treatment program.
3. If SacRT is notified that employee has been dismissed for cause from the rehabilitation program, then:
 4. The employee is discharged from employment.
 5. The employee completes the rehabilitation program and tests negative on a Return-To-Duty Test,
 6. The employee is returned to work, and is subject to unannounced follow-up testing, as determined by the SAP. Such testing is conducted under the authority of SacRT and is in addition to other DOT FTA program testing.
 7. The employee has a positive Return-To-Duty Test, then:

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8. The employee is discharged from employment.
9. 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:
10. The employee is discharged from employment.
11. At the conclusion of the follow-up testing period, the follow-up testing is ended.
12. A verified positive drug or alcohol test for any reason that is outside the follow-up testing period is handled pursuant to the procedure as set forth in Section 7.7, above, provided that the employee has utilized no more than 2 voluntary treatments.

ARTICLE 8: SENIORITY

Seniority provisions of this Agreement shall apply only to employees as defined in Section 1.2. Any employee working in the bargaining unit described in Section 1.1 above as of the date SacRT begins serving as the transit services provider for the City of Elk Grove who is hired as a SacRT employee in the bargaining unit will retain his or her bargaining unit and classification seniority for purposes of administering this Agreement.

Employees subject to the terms of this Agreement shall have no seniority rights or status in any other bargaining unit or for purposes of any other collective bargaining agreement.

SECTION 8.1 – Seniority Defined (Operators)

Operator's seniority shall be from the last date of hire in the job classification. That date of hire shall be the day on which the employee is hired by SacRT and will be used for the purpose of selecting work, determination of order in any layoff or recall from layoff, or other reduction in workforce, bidding runs, assignments, or time off as provided in this Agreement. Seniority shall be applicable only as expressly provided in this Agreement. If application of the preceding sentences results in 2 or more employees having the same seniority, lot will determine the employee's seniority position. Employee seniority dates already established prior to this Agreement shall be retained. An Operator who is promoted to a position related to Elk Grove transit service but not covered by this Agreement may be returned to his/her former seniority as an Operator if such a return is affected within 6 months from acceptance of the non-bargaining unit position. Such a return can only be done once without loss of seniority.

SECTION 8.2 – Layoff (Operators)

- a. Determination of Layoff – SacRT will determine the timing of layoff and the number of employees to be laid off.
- b. Layoff – When a reduction in the work force becomes necessary, as determined by SacRT, such layoff shall be first by volunteers, then made in reverse order of seniority as defined above.

SECTION 8.3 – Recall (Operators)

- a. Order of Recall – The employee with the most seniority will be the first one recalled from layoff.
- b. Notice of Recall – SacRT will forward notice of recall by certified mail, return receipt requested, to the last known address of the employee, as reflected in SacRT records. The employee must within 5 days (excluding weekend days and holidays) of delivery or attempted delivery of

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the notice of recall, notify SacRT by call and letter of his/her intent to return to work on the date specified for recall, and thereafter, returns to work on such date.

SECTION 8.4 – Termination of Seniority

An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a. Resignation by the employee or termination by SacRT, unless reinstated pursuant to the grievance procedure.
- b. Failure to give notice of intent to return to work after recall within the time period specified in Section 8.3 of this Agreement, or failure to return to work on the date specified for recall as set forth in the written notice of recall.
- c. Failure to return to work upon expiration of an approved leave of absence.
- d. Layoff of a period of 12 months or for a period equal to the employee's seniority, whichever is less.
- e. Absence of 3 or more consecutive scheduled workdays without notifying SacRT. Verifiable emergencies will be considered.
- f. Misuse of leave as a subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave.

SECTION 8.5 – Seniority List

SacRT shall provide the Union by the tenth day of each month, a list by department of all employees with the following information: name, hire date, and/or termination date.

SECTION 8.6 – Seniority Defined (Dispatchers and Reservationists)

- a. Seniority and years of service in the Dispatch Department and Reservationists Department shall be from the last date of hire in the Dispatch or Reservationist classifications. The date of hire shall be the day on which the employee first does service with SacRT and will be used for the purpose of selecting work, determination of order in any layoff, recall from layoff, other reduction in workforce, and bidding shifts, assignments, or time off as provided for in this Agreement.
- b. If application of the preceding sentences results in 2 or more employees having the same seniority, lot will determine the employee's seniority position. Employee seniority dates already established prior to this agreement shall be retained.
- c. If a Dispatcher or Reservationist employee is promoted to a higher paid classification, their accrued seniority in the lower classification shall be maintained. Seniority in the higher classification shall be added to that obtained in the lower classification if the employee is returned to such classification.
- d. A Dispatcher or Reservationist employee who leaves a classification covered under this Agreement to accept a position with SacRT related to Elk Grove transit service but not covered

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by this Agreement may be returned to his/her former classification if such a return is affected within 6 months from acceptance of the non-bargaining unit position. Such a return can only be done once without loss of seniority.

SECTION 8.7 – Layoff (Dispatchers and Reservationists)

- a. Determination of Layoff – SacRT will determine the timing of layoff and the number of employees to be laid off.
- b. Layoff – When a reduction in the work force becomes necessary, as determined by SacRT, such layoff shall be first by volunteers, then made in reverse order of seniority.

SECTION 8.8 – Recall (Dispatchers and Reservationists)

- a. Order of Recall – The employee with the most seniority will be the first one recalled from layoff.
- b. Notice of Recall – SacRT will forward notice of recall by certified mail, return receipt requested, to the last known address of the employee, as reflected in SacRT records. The employee must within 5 days (excluding weekend days and holidays) of delivery or attempted delivery of the notice of recall, notify SacRT by call and letter of his/her intent to return to work on the date specified for recall, and thereafter, returns to work on such date.

~~SECTION 8.9 – Seniority Defined (Maintenance)~~

- ~~a. Seniority and years of service in the Maintenance Department shall be from the last date of hire in their classification. The date of hire shall be the day on which the employee first does service with SacRT and will be used for the purpose of selecting work, determination of order in any layoff, recall from layoff, other reduction in workforce, and bidding shifts, assignments, or time off as provided for in this Agreement.~~
- ~~b. If application of the preceding sentences results in 2 or more employees having the same seniority, lot will determine the employee's seniority position. Employee seniority dates already established prior to this agreement shall be retained.~~
- ~~c. If an employee is promoted to a higher paid classification, their accrued seniority in the lower classification shall be maintained. Seniority in the higher classification shall be added to that obtained in the lower classification if the employee is returned to such classification.~~
- ~~d. An employee who leaves a classification covered under this Agreement to accept a position with SacRT related to Elk Grove transit services but not covered by this Agreement may be returned to his/her former classification if such a return is affected within 6 months from acceptance of the non-bargaining unit position. Such a return can only be done once without loss of seniority.~~

~~SECTION 8.10 – Layoff (Maintenance)~~

- ~~a. Determination of Layoff – SacRT will determine the timing of layoff and the number of employees to be laid off.~~
- ~~b. Layoff – When a reduction in the work force becomes necessary, as determined by SacRT, such layoff shall be first by volunteers, then made in reverse order of seniority.~~

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SECTION 8.11 – Recall (Maintenance)

- ~~a. Order of Recall – The employee with the most seniority will be the first one recalled from layoff.~~
- ~~b. Notice of Recall – SacRT will forward notice of recall by certified mail, return receipt requested, to the last known address of the employee, as reflected in SacRT records. The employee must within 5 days (excluding weekend days and holidays) of delivery or attempted delivery of the notice of recall, notify SacRT by call and letter of his/her intent to return to work on the date specified for recall, and thereafter, returns to work on such date.~~

ARTICLE 9: DISCIPLINE

SECTION 9.1 – Probation

All employees of SacRT shall serve a probationary period of 18090 days from their date of hire. This is a period during which SacRT may evaluate the job performance of its employees. SacRT may terminate an employee during their probationary period without recourse of the grievance procedure contained in this Agreement. No transfers to other SacRT positions will be allowed during the probationary period.

SECTION 9.2 – Disciplinary Action

Employees are subject to discipline up to discharge for just cause including, but not limited to, the following:

- a. Falsifying SacRT records or making false statements on an application for employment, time sheets, driver manifests, dispatch logs and dispatch reports, or other SacRT forms.
- b. Violation of the SRTD Drug and Alcohol Testing and Rehabilitation Program Policy.
- c. Use or possession of any alcoholic beverage or drugs on SacRT premises or vehicles.
- d. Violation of the SacRT personal electronic device (PED) policy.
- e. Theft of SacRT property, customer property, or property of another employee.
- f. Physical violence (or fighting) on SacRT premises or vehicles.

g. Possession of firearms, weapons, explosives, and similar devices on SacRT premises or vehicles.

h. Unwanted touching, physical contact or indecent conduct with SacRT employees or passengers.

i. Insubordination, including refusal or failure to perform assigned work.

j. Threatening, harassing, intimidating, coercing, or abusing fellow employees or passengers.

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- k. Deliberate destruction, defacing, damage, or loss of SacRT property or property of another employee.
- l. Operating a SacRT vehicle without a valid Driver's License and all other certificates required by Federal, State, or local law or regulations to operate the vehicle, provided that in the event of temporary loss of the required license or certification, the employee shall be first entitled to 30 days or less unpaid leave of absence to correct said loss of a valid Driver's License or other certificates required to operate the vehicles. An additional 15 days of unpaid leave will be granted if requested by the employee in writing. Failure to have the license or certificates after the 30 or 45 day leave, whichever is applicable, shall be cause for termination.
- m. Dishonesty.
- n. Negligence resulting in a serious accident, incident or failure to follow established safety guidelines related to passenger safety.
- o. Any time the terms of this Agreement that specify discharge have been met. p.

Deliberately operating a bus ahead of schedule while in revenue service.

SECTION 9.3 – Just Cause

No employee will be disciplined, discharged, or suspended except for just cause. Detrimental entries in an employee's record shall be signed by Management with a copy of the same presented to the employee and the Union within 10 days of placement in the file. Upon receipt, the employee may respond to the entry in writing within 3 workdays of receipt, and said response shall become a part of his/her record.

SECTION 9.4 – Employee Notification

SacRT agrees that they will notify the employee in person when possible, by certified return receipt mail or by commercial parcel delivery and copy the employee and the Union Representative in writing within 15 working days from the date of knowledge of the occurrence forming the basis for the contemplated discipline or discharge. All disciplinary documents shall be counter signed to indicate receipt by both the employee and Management, whenever possible.

Employees served with a notice of a suspension without pay or termination will be afforded an opportunity to respond either personally or in writing to the charge letter prior to imposition of the discipline. The employee will receive a written decision upholding, amending or withdrawing the proposed disciplinary action.

SECTION 9.5 – Removal from Service

In the event of an investigation of an employee for just cause, that employee may be placed on administrative leave. If the investigation proves in favor of the employee, he/she will be put back into service with no loss of pay or benefits.

SECTION 9.6 – Progressive Discipline

Any violation of SacRT policies, procedures, or work rules shall result in disciplinary action. SacRT may suspend and employee without pay as an element of progressive discipline. Each

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infraction of any rule, policy or procedure, or combination thereof may result in the following disciplinary action being taken by SacRT against the employee:

First Violation:	Verbal Warning <u>(Documented)</u>
Second Violation:	Written Warning
Third Violation:	Written Warning and/or Suspension
Fourth Violation:	Final Warning <u>and Suspension</u>
Fifth Violation:	Discharge

Serious violations, including but not limited to those causes listed in Section 9.2, may result in an appropriate disciplinary action at any level.

SECTION 9.7 – Length on Record & Inspection of Employee Files

Disciplinary action charged on the personnel record of an employee shall not be used against an employee after a period of 1 year from the date of the offense, nor will be taken into consideration or be admissible as evidence. Adverse notations regarding preventable accidents on an employee's record more than 36 months old as of the date of the accident under investigation will not be taken into consideration or be admissible as evidence. An employee and/or the union shall have the right, upon reasonable request, to inspect the employee's personnel file during normal business hours.

SECTION 9.8 – Work Rules

SacRT will provide employees with copies of major rules, regulations, and policies. SacRT shall have the right to adopt additional rules, regulations, and policies to govern its operations and employees, to the extent they do not conflict with any express written provisions of this Agreement. Prior to the implementation of any new or revised work rule, regulation, or policy, SacRT will issue a copy to each employee and the Union at least 30 days or as soon as practicable, prior to implementation of said rule, regulation, or addendum, unless required by client or safety concerns, which demand a more immediate implementation. In the event any of these changes conflict with the terms of this Agreement, this Agreement shall prevail.

Prior to implementation, the Union and SacRT shall meet to discuss the nature, effect, intent, and purpose of any new rule, regulation, or policy. Disagreements concerning any changes that conflict with this Agreement are subject to the grievance and arbitration procedure contained in this Agreement.

SECTION 9.9 – Safety Discipline

Sections 9.3 (Just Cause), 9.4 (Employee Notification), 9.5 (Removal from Service), and 9.6 (Progressive Discipline) of Article 9 of this Agreement shall by reference apply to this section. Any safety related disciplinary action on an employee's record more than 36 months old as of the date of the accident under investigation, will not be taken into consideration or be admissible as evidence.

- a. If an employee commits a preventable accident (defined as an action resulting in damage of any SacRT or third party property, or injury to any person, including the employee), the employee is subject to the progressive disciplinary action described in this section.

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- b. If an employee commits a serious preventable accident (defined as an action, which places another person at substantial and immediate risk of death or serious injury requiring hospitalization, or property damage in an amount exceeding \$5,000), the employee is subject to immediate discharge at the discretion of SacRT.
- c. Unsafe acts or accidents shall be determined to be preventable or non-preventable by SacRT, subject to the grievance and arbitration procedure of this Agreement. Employees will not be subject to disciplinary action for non-preventable unsafe acts or non-preventable serious unsafe acts.
- d. An employee who commits a preventable accident or unsafe act shall be subject to the following progressive disciplinary action:

First Violation:	Verbal Warning <u>(Documented)</u>
Second Violation:	Written Warning
Third Violation:	Written <u>Reprimand and/or Suspension</u> Warning (Documented)
Fourth Violation:	<u>Final Written Warning and Suspension</u> (Subject to Retraining)
Fifth Violation:	Written Warning and/or Suspension <u>Fifth</u> Sixth
Violation:	Discharge

Serious violations, including but not limited to those causes listed in Section 9.2, may result in an appropriate disciplinary action at any level.

SECTION 9.10 – Vehicles

No employee shall be disciplined for refusing to drive an unsafe vehicle, nor shall any employee be required to drive a bus that has not been determined by a qualified mechanic to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by SacRT, are provided in the vehicle.

SECTION 9.11 – Electronic Devices

For purposes of this section, “Operators of passenger vehicles” includes Coach Operators, Mechanics, Dispatchers, Reservationists, Fuelers, and Utility personnel.

- a. Any use of cellular telephones and other personal communication devices, which include hands-free devices (i.e., Bluetooth, blackberries, i-phones, pagers, tablets, pads, and any text messaging devices) during the operation of a SacRT vehicle is prohibited. SacRT vehicles are defined as any vehicle designed or used to transport passengers (i.e., Buses, cars, vans, trucks). Operators must comply with the SacRT personal electronic device policy.
- b. Cellular telephones and push to talk communications devices may be used only in full compliance with the SacRT personnel electronic device policy. The vehicle must be in a safe location (in park) and emergency/parking brake engaged.
- c. When a SacRT vehicle is secured, the use of cellular telephones is permitted within the guidelines of the SacRT personal electronic device policy and should be limited to break or meal periods.

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- d. The use of cellular telephones for personal calls during working hours is discouraged, but in the event that there is a need, the use of electronic devices should not cause delay of schedules.
- e. If it becomes necessary to use a cellular telephone in a bona fide emergency situation, where permitted by law, employees must pull over, park in a safe location, and secure the vehicle prior to using a cellular phone.
- f. Failure to comply with this policy will result in immediate termination.

ARTICLE 10: GRIEVANCE AND ARBITRATION

SECTION 10.1 – Grievance Procedure

A grievance is a claim that SacRT has violated a specific provision of this Agreement. All parties will make a sincere endeavor before a written grievance is filed to resolve differences between an employee and SacRT in an informal meeting. If any disagreement between the parties arises over the application or interpretation of this Agreement, the employees, Union, and SacRT agree that the procedure outlined below shall be the exclusive remedy for such disputes.

- a. Step 1 – The aggrieved employee or his/her Union Representative shall file a written statement of the grievance with the manager for the employee's department or work unit within 10 working days of the conclusion of the informal meeting, or, in the case of suspension or termination, within 10 working days of receipt of the final notice confirming the discipline. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, the specific section of the agreement allegedly violated, and the date and place where the grievance occurred. The aggrieved employee or his/her Union Representative must sign this statement. Within 10 working days after the written statement has been filed, the aggrieved employee and/or his/her Union Representative shall be accorded a hearing with the manager of the department or work unit. The manager conducting the hearing shall render a written decision within 10 working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee, signed and dated by said employee, and a copy given to the Union Representative by mail or email to the Union office.
- b. Step 2 – If the matter is not resolved at Step 1, the Union Representative shall within 10 working days of receipt of SacRT's response from Step 1, submit a written request for a Step 2 hearing to SacRT's General Manager/CEO. The Step 2 hearing shall be held at the project site within 20 working days of said request. The General Manager/CEO or designee conducting the hearing shall render a decision within 10 working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee, signed and dated by said employee, and a copy given to the Union Representative by mail or email to the Union office.
- c. Step 3 – If the matter is not resolved at Step 2, the Union shall request Arbitration within 40 calendar days from receipt of the Step 2 written decision.
- d. Records (Documents) – The Union and the employee will be allowed to review and if requested, be given copies of all relevant papers and documents pertaining to charges against the employee.

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- e. Witnesses – At any grievance hearing regarding Suspensions or Termination, the employee and the Union Representative will have the opportunity to question all witnesses that are employed by SacRT and others that may be relevant to discipline that are willing to attend the hearing.

SECTION 10.2 – Expedited Arbitration

If both parties mutually agree to use Expedited Arbitration, the following procedures shall apply:

- a. Neither party may be represented by an attorney.
- b. Evidence will be presented by SacRT and the Union Representative; the parties will make every effort to stipulate to the relevant facts.
- c. It is the intent of the parties that the neutral Arbitrator render a bench decision. If not possible, the Arbitrator will issue an award in writing within 5 calendar days after the conclusion of the hearing.
- d. The Arbitrator's award will be final and binding upon the parties. The award will not serve as a precedent and may not be cited or relied upon by either party in any other expedited or regular Arbitrations.
- e. The parties will select 1 Arbitrator to serve as the primary neutral Arbitrator in all expedited cases.
- f. The parties will also select a backup neutral Arbitrator who will hear expedited cases only if the primary Arbitrator is unavailable.
- g. SacRT and the Union have agreed to the following panel: Buddy

Cohn	Primary
John Wormuth	Back-up

- h. Either party may permanently strike the primary neutral Arbitrator at any time. If that is done, the back-up Arbitrator will become the primary Arbitrator, and the parties will mutually select a new back-up Arbitrator. If the back-up Arbitrator does not wish to become the primary Arbitrator, the parties will mutually select a new primary Arbitrator.
- i. In the event the parties cannot mutually agree upon the selection of a primary or back-up Arbitrator, they shall request a list of 5 names from the State until 1 person is left who will become the Arbitrator; if necessary, the parties will request another list(s) and follow the above procedure until an Arbitrator is selected.
- j. The compensation of the Arbitrator shall be shared equally between both parties.
- k. The Arbitrator will not have the authority to amend, alter, or change any provision in the Agreement. The Arbitrator will not hear nor decide more than 1 grievance without the mutual consent of SacRT and the Union. The written or oral award of the Arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority will be final and binding on the aggrieved employee, the Union, and SacRT.

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SECTION 10.3 – Arbitration

If the matter is referred to Arbitration, the following procedures will apply:

- a. A list of 7 Arbitrators will be requested from the State Mediation and Conciliation Service. If a panel is obtained from the State Mediation and Conciliation Service, selection will be made within 15 working days of receipt of said list. The parties will flip a coin to determine who will strike first and will then alternately strike names from the list until 1 person is left who will become the Arbitrator. If the Arbitrator so selected is not available within 90 calendar days, a second Arbitrator will be selected using the same method of selection, unless SacRT and the Union mutually agree to waive the 90 day requirement.
- b. The Arbitrator will not have the authority to amend, alter, or change any provision in the Agreement. The Arbitrator will not hear or decide more than 1 grievance without the mutual consent of SacRT and the Union. The written award for the Arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority will be final and binding on the aggrieved employee, the Union, and SacRT.
- c. The Arbitration expenses (i.e., CSMCS List, Arbitrator, Hearing Room, Reporter and Transcripts) shall be shared equally between both parties.
- d. All decisions and awards of the Arbitrator will be considered final and binding.

SECTION 10.4 – Time Limits

Failure of either party to comply with the time limits as set forth above will serve to declare the grievance settled in favor of the other party and no further grievance action can be taken.

SECTION 10.5 – Extension of Time Limits

Time limits in this Article may be extended by mutual agreement in writing.

ARTICLE 11: HOURS OF WORK

SECTION 11.1 – Purpose

The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other wages. Nothing contained in this Agreement shall be construed as a guarantee of commitment by SacRT to any employee of a minimum and maximum number of hours of work per a day, per a week, or per a year. SacRT's pay records, practices and procedures shall govern the payment of all wages.

SECTION 11.2 – Workweek

The workweek shall consist of 7 days beginning at 12:00 a.m. on Sunday, and ending at 11:59 p.m. the following Saturday. Fulltime employees will be guaranteed no fewer than 40 scheduled hours of work in each workweek. When practicable, both full-time and part-time employees shall have 2 consecutive days off in each workweek.

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SECTION 11.3 – Payday

SacRT will 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 the preceding weekday.

SECTION 11.4 – Work Qualifications

In order to qualify for a category of work under this Agreement, an employee must be fully qualified to operate the required equipment safely and efficiently, and must possess all required licenses and certificates for the category of work desired, and all required in- service hours must be current.

ARTICLE 12: LEAVES OF ABSENCES

SECTION 12.1 – Definition

A leave of absence is defined as an absence in excess of 10 consecutive unpaid workdays.

SECTION 12.2 – Personal Leave

Leaves of absence of up to 30 days may be granted at SacRT's discretion, upon receipt of a written request from the employee stating the reason for the requested leave. Personal leave may not be requested to pursue other employment.

SECTION 12.3 – Medical Leave

A non-probationary employee who because of sickness or an accident off-duty, will be granted a medical leave from work for an extended period of time. The request must be in writing requesting a leave of absence of up to 3 months, which may be extended. SacRT shall extend the time limit if the employee and/or the Union requests such an extension in writing and furnishes a written report from a licensed medical doctor (M.D.) stating that the extension is necessary and the employee is likely to be able to return to work following such an extension. The total leave period shall not exceed 6 months in addition to any FMLA and CFRA for which the employee is entitled. If an employee's leave exceeds the time provided for in this section, it will be necessary to release the individual from employment. If and when the employee is released by a physician to return to work, the individual may seek reemployment opportunities at that time.

SECTION 12.4 – Written Requests

- a. A request for a leave of absence or for an extension must be made in writing by the employee and approved in writing by SacRT's General Manager/CEO or designee. Requests for a leave of absence shall be made as far in advance as possible.
- b. Seniority shall accumulate during a leave of absence; however, unless otherwise stated in this Agreement, time spent on a leave of absence shall be without pay and shall not be credited toward working time for benefits.

SECTION 12.5 – Family and Medical Leave Act 23

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SacRT will comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the California Family Right Act (CFRA) ~~and Medical Leave Act.~~

SECTION 12.6 – Military Leave

SacRT will comply with the provisions of all State and Federal laws pertaining to Veteran's reemployment rights. An employee performing any required Military duty or Reserve duty shall be granted ~~nonpaid~~ the appropriate statutory required time off for the duration of required duty.

ARTICLE 13: GENERAL CONDITIONS

SECTION 13.1 – SacRT Meetings

SacRT may require safety meetings and other informational meetings from time to time. Employees shall attend such meetings as required by SacRT. Employees shall be compensated at their applicable rate of pay for actual time spent at the meeting.

SECTION 13.2 – Physicals and Drug Screens

In the event SacRT requires an employee to take a physical examination or drug screen, SacRT must pay the cost of the procedure and time spent, if mandated by SacRT. No employee shall suffer loss of earnings from SacRT as the result of time spent in such physical examinations or drug screens. Compensation will be at the employee's applicable rate of pay, and there shall be no pyramiding of time.

SECTION 13.3 – D.M.V. Required Physicals

SacRT agrees to pay the cost of physical examinations associated with an employee maintaining their driving credentials. SacRT's payment is based upon utilizing SacRT's authorized physician.

SECTION 13.4 – Citations

No Operator shall be required to violate traffic laws. Employees are required to pay for the cost of traffic citations received while operating a SacRT vehicle. SacRT will be responsible for all citations related to the condition of the vehicle, provided the Operator has performed the pre-trip inspection as prescribed by SacRT policy and applicable law.

SECTION 13.5 – New Member Orientation

SacRT will make available to the designated Union Representative(s) an opportunity to meet with newly hired employees for the purpose of introducing themselves, explaining their responsibilities as Union Representatives, provide a brief history and overview of ATU Local 256 and assist with the completion of Union membership forms. The new member orientation will occur during the initial training period for new employees and will not last more than 1 hour. SacRT and the Union will mutually agree on the actual time and place for such orientation meeting. The Union agrees to restrict the subject matter of the orientation meeting to the subject matter outlined in this section.

SECTION 13.6 – Amendment and Waiver

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This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by SacRT and the Union; any oral statements or oral agreements shall be of no force or affect whatsoever. The waiver or breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any term or condition.

SECTION 13.7 – Sole Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior Agreements, commitments, and practices, whether oral or written, between SacRT and the Union and between SacRT and any of its employees covered by this Agreement, and expresses all obligations of any restrictions imposed on SacRT.

ARTICLE 14: SAFETY

SECTION 14.1 – Safety

SacRT and the Union recognizes that accident prevention work is necessary for the operation of SacRT's transportation system, and that safety programs, safety meetings, and general incident / accident prevention work is mutually beneficial both to SacRT and its employees. Therefore:

- a. The Safety Meeting dates will be posted in conjunction with the bid.
- b. Employees will be notified of any changes to the meeting dates via memos posted throughout the facility a minimum of 7 days, or as soon as practicable in advance of the meeting.

ARTICLE 15: ACCIDENT REPORTING

SECTION 15.1

All Operators are required to report accidents, incidents, or unusual occurrences immediately, or as soon as reasonably possible, to Dispatch or a Supervisor. They are to complete all required paperwork regarding the accident prior to clocking off for the day, unless Management extends the time. Employees shall be compensated at their applicable rate of pay for actual time spent completing the report. Failure to comply with this section shall lead to Termination.

SECTION 15.2

SacRT will investigate and evaluate accidents. SacRT shall grade all accidents by employees as to being preventable or non-preventable as soon as possible after the accident occurs. No discipline will be initiated until SacRT has ruled on the preventability or non-preventability of the accident.

ARTICLE 16: BIDDING

SECTION 16.1 – Run Bids

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Runs shall be subject to bid as provided in this Article. New bids shall be a minimum of 2 per year. Any additional bids shall be determined by mutual agreement between the parties. SacRT shall post notification of the bid in the facility 10 working days prior to the date of the bid. In addition, SacRT shall notify all employees who are not scheduled to work the 10 working days prior to the commencement of the bid. The posting will identify the runs available, the start and ending times, work to be performed, and the days off. SacRT will attempt to create as many full-time runs as possible within the 5 day workweek. No run created shall be in excess of a 13:00 hour spread. The 13:00 hour spread shall be computed from the time the Operator is first on duty.

- a. Any run where the Operator is relieved, except for authorized break or lunch, shall have travel time back to the garage at the applicable rate of pay figured into the pay time of the run. All runs shall contain rest breaks and meal periods per Wage Order Number 9-2001 of the California Industrial Welfare Commission.
- b. Meal and Rest Breaks – All Dispatch and Utility employees will be provided with meal periods in accordance with California Industrial Welfare Commission Wage Order Number 9-2001. SacRT will provide a meal period of at least 30 minutes for Operators who work a shift of at least 5 hours a day. SacRT will only provide meal periods in accordance with this section if the employee has not also been assigned to a split shift where the split is at least 30 minutes.

SacRT will provide off-duty meal periods to Operators that are entitled to meal periods, as described in the above paragraph. A meal period shall be considered an off-duty meal period whenever the Operator is relieved of all duty and allowed to take at least a 30 minute uninterrupted meal period. Off-duty meal periods shall be taken as close to the middle of the scheduled shift as practicable, but the meal period will be provided at least one hour prior to the end of an employee's shift.

SacRT shall designate the employee's daily meal period on the bid packets, schedules, and manifests distributed to the employees. For fixed route service, the scheduled meal period shall remain as scheduled unless any minor adjustment due to traffic or any other circumstances beyond the control of SacRT or the employee. For Paratransit services, a reasonable adjustment can be made based on the need of the service or on time performance. SacRT shall provide a monthly report to the Union, which shall include documentation of when Operators took meal periods (and how long each meal period lasted) during the preceding month.

If SacRT fails to provide a meal period to an employee as described in this section, the employee or the Union must initiate a grievance under Article 10 within 30 days after the date of pay for the pay period in question, or upon notification to the Union / employee that the pay request has been formally denied. Answers to pay requests for a missed meal period shall be approved or denied within 5 working days.

Any and all disputes regarding the application of meal periods shall be subject to the grievance procedure with the following limitations: All unresolved meal period grievances shall be combined and heard via Arbitration, pursuant to Article 10 of this Agreement. If an Arbitration regarding meal periods is scheduled, all other pending meal period grievances shall be combined and heard at the Arbitration.

If the Arbitrator finds meal period violations, the affected employee(s) shall be entitled to any applicable nonmonetary equitable remedies, as well as economic compensation of 60 minutes

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of pay at the employee's regular rate of pay for each day that the meal period violation occurred.

SECTION 16.2 – Written Bids

Operators shall submit a written bid for available runs in order of seniority. A total of 20 Operators shall submit bids on each day of the bid period until all eligible Operators have submitted bids. Operators in seniority order shall bid on the first day, submitting their bids by 11:00 a.m. SacRT shall post the results of the bidding for the day no later than 2:00 p.m. so that the remaining Operators are aware of the runs that have been selected and are no longer available. This process shall continue each day of the bid period until all Operators have had a chance to submit a bid. Operators who are on vacation, sick, or otherwise not working shall be allowed to submit a proxy bid for their run bid. Any Operator who does not submit a bid shall be passed over and the bid continued. The Operator passed may later bid at any time before the bid is completed. Each Operator shall use a SacRT provided form for this purpose. Bidding shall commence on any workday and proceed until completed, except Saturday, Sunday, or Holidays.

- a. ~~a.~~ Dial-a-Ride runs shall have a daily start time and approximate ending time. The Operator shall not be required to work more than 1 hour for the day past the approximate ending time and is within the 13:00 hour spread; in no event will the Operator suffer loss in pay of more than 30 minutes if released prior to the approximate ending time.
- b. When a full time vacancy occurs, as determined by SacRT, it shall first be offered to regular SacRT employees by seniority. Part-time employees may bid, by seniority, a full time position if one is open after all full time employees have bid. Full time employees are not eligible to bid a part time position.

SECTION 16.3 – Reduction of Work

In the event that a run is eliminated or permanently reduced by 30 minutes or more from the time originally bid, an employee may exercise his/her seniority and bump any Operator with less seniority on another run.

In the event that a run is eliminated or reduced by less than 30 minutes, the employee shall suffer no loss in pay.

SECTION 16.4 – Extra Work

Designated Extra Board Operators will be assigned any extra work that is left unassigned first.

Operators will have the opportunity to sign-up for any extra work that has been left unassigned. This work shall be offered first to those Operators on the Day-Off / Tripper list, then in regular seniority order. After these lists have been exhausted, the work shall then be offered in seniority order whether it creates overtime or not.

Extra work between sign-ups shall be offered as follows:

- a. Regular Operators shall be allowed to sign a Day-Off and/or Tripper list every sign-up.
- b. Operators who do not sign the Day-Off or Tripper list may do so at the next sign-up. c.

Operators who sign on said lists will do so in seniority order.

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- d. An Operator who does not sign the Day-Off and/or Tripper list shall have no claim for any Tripper or Day-Off work assignments that are worked by an Operator who has signed the Day-Off and Tripper lists.
- e. Operators who sign the Day-Off and/or Tripper list shall be contacted on each occasion they are eligible for extra work, in seniority order.
- f. Operators who sign the Day-Off and/or Tripper list who are unavailable or do not wish to work on 3 occasions will be dropped from said list and shall not be allowed to sign-up again until 60 days.
- g. When an Operator is correctly assigned to work Day-Off and/or Tripper work, no other operator shall have a claim for that time.
- h. When a regular Operator is unavailable or does not wish to work Day-Off and/or a Tripper on any given day, said Tripper or Day-Off work shall be assigned to the next available Operator, provided said Operator has signed the Day-Off and/or Tripper list.
- i. Day-Off work, overtime work, and extra work shall be assigned in seniority order as follows: Highest seniority for Full-time Operators first, then highest seniority for Part-Time Operators. Then seniority order for all other operators, ie; full time then part time.

SECTION 16.5 – Overtime

All work performed after 40 hours of work per week shall be paid at the rate of time and one-half.

SECTION 16.6 – Hold-Down Assignments

Any work assignment held by an employee who is off duty for more than 14 days due to a leave of absence or other reason, shall be placed up for bid as a hold-down. Employees who are eligible to bid on the available work are any employees that do not have a current bid work assignment. A hold-down shall remain in effect through the remainder of the bid period. If the employee whose work assignment is offered as a hold-down returns to work prior to the end of the bid period, that employee shall return to their original assigned work.

SECTION 16.7 – Bidding Process

Annually or as needed, SacRT and the Union will meet to discuss and review the bidding process.

ARTICLE 17: UNION SECURITY

SECTION 17.1 – Union Membership

- a. All employees within the collective bargaining unit covered by this Agreement may become and remain members in good standing in the UNION according to the terms and provisions of the Constitution and By-Laws of the UNION, by completing an application for ATU Local 256 membership and payroll deduction authorization form.

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- b. Any employee who is or who becomes a member of the UNION will tender to the UNION periodic dues uniformly required by UNION as a condition of acquiring or retaining membership.

SECTION 17.2 – Notification

SacRT shall notify the Union of all new employees hired within the pay period in which the employee is hired. The notification of SacRT to the Union shall be in writing and will indicate the new employee's name, date of hire, and classification.

The Union may request a new employee to provide his or her address, phone number, and social security number at orientation.

SECTION 17.3 – Dues Deductions

- a. The Union certifies that it has and will maintain individual employee authorizations. SacRT will make semi-monthly payroll deductions of Union dues from the earnings of each individual employee, whom the Union certifies has given written affirmed consent, authorizing SACRT to make deductions on their behalf. The Union agrees to notify SACRT of any membership status changes. SACRT will rely on the information provided by the UNION regarding canceling or changing deductions.
- b. SacRT will forward to the Union a statement containing the names of the employees from whose pay and in what amount such deductions have been made and will simultaneously therewith remit the total amount of such monthly deductions to the Union.

SECTION 17.4 – Checkoff

- a. Sac RT agrees, on or before the 10th and the 25th day of each month, to deduct from the pay of each member of the UNION employed by SacRT, who authorized such deductions in writing all dues as may be levied by the Union. The UNION shall furnish to SACRT at least 2 days prior to the end of each pay period an alphabetical list of all employees of SacRT belonging to the UNION, together with the amount of the deductions to be made from the next paycheck of each person shown on such list. SacRT agrees to remit to the UNION by the 10th and 25th day of each calendar month the aggregate amount of deductions shown on the lists so furnished during the immediate preceding pay period. Paydays may be changed by mutual agreement.
- b. SacRT shall refer all employees inquiries regarding merits of union membership, the process for authorizing dues deduction and/or process for revocation of dues deduction authorization to UNION.
- c. SacRT shall notify UNION in advance of scheduled new employee orientations which will be attended by ATU bargaining unit employees and shall afford UNION representatives reasonable time, not less than 60 minutes, to meet with new employees to discuss UNION programs and membership.
- d. To the extent required by state law, UNION agrees to indemnify SacRT for any claims made by an employee challenging dues deductions.

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- e. Disputes arising under this Article shall be referred directly to Step 3 under the grievance procedure.

ARTICLE 18: ATTENDANCE

SECTION 18.1 – Missouts (Tardiness)

- a. A missout is an occurrence whereby an employee reports to work late less than 15 minutes after their scheduled starting time. Missouts less than 15 minutes shall be counted as ½ a missout.
- b. An employee who shows up 15 minutes or more late for an assigned work shift and/or fails to notify the project manager or designated person at least 60 minutes before their scheduled reporting time shall be counted as 1 missout.
- c. An Operator who fails to show up or call the project manager or his representative after 1-hour from the time they are scheduled to report shall be assessed 2 missouts. An operator who no call/no shows for an entire work day or more will be subject to disciplinary suspension without pay.
- d. Three missouts in a rolling 180-day period counting back from the most recent missout will result in discipline up to and including Termination.
- e. Six missouts in a rolling 180-day period counting back from the most recent missout will result in discipline up to and including Termination.
- f. When an employee works 90 days without receiving any missouts, all missouts will be removed from his/her record.
- g. A missout shall not be counted if there is a verifiable emergency as defined in Section 18.2g.
- h. At the discretion of Management, an operator who has a missout may be assigned standby report (2 hour minimum), be put on their route, or be sent home (no pay).

SECTION 18.2 – Absenteeism

- a. An unexcused absence is defined as any time an employee misses work for 1 or more consecutive days without prior written approval or utilizing approved earned time off.
- b. Employees who will be absent are required to notify their Supervisor or Dispatch at least 1 hour prior to the starting time of their work shift. An unexcused absence that has been properly notified shall result in 1 occurrence point.
- c. Unexcused absences are counted using a rolling 12 month period. The rolling 12 months is counted back from the most recent incident of absence. Absences more than 12 months old are not counted.
 - 1. At 8 incidences of absences, a Written Warning shall occur.
 - 2. At 10 incidences of absences in a rolling 1 year period shall bring automatic

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Termination.

- d. Any employee who has received written approval in advance from SacRT for time off will be considered excused from work. Excused absences do not count against the employee’s attendance record. Approved Jury Duty, Military Leave, Union Leave, and any leaves of absences mandated by law are considered excused absences.
- e. Failure to complete an entire shift once the employee starts it and the employee returns to work the following day, shall be counted as ½ occurrence, unless excused by a physician verifying that an employee was seen on that day, or the employee provides verification of an emergency. No electronic signature accepted.
- f. Missing a required paid meeting shall count as 1 occurrence, unless employee is on approved leave.
- g. An emergency shall be defined as follows: Any unforeseeable situation or circumstance where an employee could not reasonably be expected to communicate with SacRT concerning absence or tardy notification in a timely manner. Examples of said situations would include being medically incapacitated, being involved in traffic or a traffic accident, or having a family member involved one of the prior situations. By definition, an “emergency” under the contract would be verifiable, with the understanding that SacRT and the employees will exercise a standard of reasonableness when applying this standard to a given situation.

h. Any excused absence that is unpaid due to exhaustion of leave banks may be subject to discipline.

ARTICLE 19: PAY AND BENEFITS

SECTION 19.1 – Wage Rates for Operators

Previous Top Rate- \$21.76

Annual wage adjustments

<u>7/1/22</u>	<u>4%</u>
<u>7/1/23</u>	<u>4%</u>
<u>7/1/24</u>	<u>4%</u>
<u>7/1/25</u>	<u>4.5</u>

3% lump sum bonus pay to each operator in the first full pay period following adoption of the CBA by the Board.

Months	<u>Previous Rate</u> <u>7/1/2022</u>	<u>Effective</u> <u>7/1/2023</u>	<u>Effective</u> <u>7/1/2024</u>	<u>Effective</u> <u>7/1/2025</u>
<u>60+37+</u>	<u>\$23.93</u>	<u>\$24.89</u>	<u>\$25.89</u>	<u>\$27.06</u>
<u>48 – 59</u>	<u>\$21.99</u>	<u>\$22.87</u>	<u>\$23.78</u>	<u>\$24.85</u>
<u>37 – 47</u>	<u>\$21.27</u>	<u>\$22.12</u>	<u>\$23.01</u>	<u>\$24.05</u>

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25 – 360-12	\$20.5416.93	\$21.3617.4	\$22.2117.9	\$23.211
13 – 24	\$16.29	\$16.78	\$17.28	\$17.80
06 – 12	\$14.98	\$15.43	\$15.89	\$16.37
00 – 05	\$14.36	\$14.79	\$15.23	\$15.69

~~Employees transitioning from MV Transit to SacRT will be credited with previous months of service for purposes of initial wage placement.~~

~~The employer will pay full-time employees an additional \$200 per a month, to be used at the employee’s discretion in the event the Operator has no preventable accidents or passenger injuries, no worker’s compensation claims or unexcused absences during the month. Employees are not eligible for this benefit while on a leave of absence, suspension, or if they receive any written form of discipline at any time during the month.~~

~~The \$200 monthly bonus is eliminated effective upon adoption of the CBA, and will be applied to the top pay rate of pay effective 7/1/2022 as \$1.15/hour, prior to the annual wage adjustment being added. Additionally, the one-time \$.10/hr increase to the top rate of pay to cover all required operator manual passenger counts will be added effective 7/1/2022 prior to the annual wage adjustment being added. Total to be added to the top rate of pay prior to the annual wage adjustment for 7/1/22 will be \$1.25/hr.~~

Anniversary increases shall take effect on the first day of the payroll period following the employee’s hire date.

SECTION 19.2 –

a. Wage Rates for Dispatchers and Reservationists
Previous Top Rate- \$22.41

Annual Wage Adjustments

7/1/22 \$.25/hr and 4%

7/1/23 4%

7/1/24 4%

7/1/25 4.5%

3% lump sum bonus pay to each dispatcher in the first full pay period following adoption of the CBA by the Board.

Months	Previous Rate Eff <u>7/1/22</u>	Effective <u>7/1/2023</u> 19	Effective <u>7/1/2024</u> 0	Effective <u>7/1/2025</u> 5
3760+	\$24.740.51	\$25.731.13	\$261.76	\$27.962
48 – 5925-36	\$22.8818.85	\$23.8019.4	\$24.750.00	\$25.860
37 – 4713-24	\$22.1518.21	\$23.0418.7	\$23.9619.3	\$25.041
25 – 360-12	\$21.4217.57	\$22.2818.1	\$23.1718.6	\$24.211
13 – 24	\$16.93	\$17.44	\$17.96	\$18.50
06 – 12	\$16.22	\$16.71	\$17.21	\$17.73
00 – 05	\$15.65	\$16.12	\$16.60	\$17.10

b. Wage Rates for Reservationists
Previous Top Rate- \$22.41

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Annual Wage Adjustments

7/1/22 4%

7/1/23 4%

7/1/24 4%

7/1/25 4.5%

3% lump sum bonus pay to each dispatcher in the first full pay period following adoption of the CBA by the Board.

<u>Months</u>	<u>Effective 7/1/22</u>	<u>Effective 7/1/2023-19</u>	<u>Effective 7/1/2024-0</u>	<u>Effective 7/1/2025-1</u>
<u>37+</u>	<u>\$24.50</u>	<u>\$25.48</u>	<u>\$26.50</u>	<u>\$27.69</u>
<u>25-36</u>	<u>\$22.62</u>	<u>\$23.52</u>	<u>\$24.47</u>	<u>\$25.57</u>
<u>13-24</u>	<u>\$21.89</u>	<u>\$22.77</u>	<u>\$23.68</u>	<u>\$24.74</u>
<u>0-12</u>	<u>\$21.16</u>	<u>\$22.01</u>	<u>\$22.89</u>	<u>\$23.92</u>

~~Employees transitioning from MV Transit to SacRT will be credited with previous months of service for purposes of initial wage placement.~~

~~The employer will pay full-time employees an additional \$200 per month to be used at the employee's discretion in the event they have no preventable accidents or passenger injuries, no worker's compensation claims or unexcused absences during the month. Employees are not eligible for this benefit while on a leave of absence, suspension, or if they receive any written form of discipline at any time during the month.~~

~~The \$200 monthly bonus for reservationists is eliminated effective upon adoption of the CBA, and will be applied to the top pay rate of pay effective 7/1/2022 as \$1.15/hour, prior to the annual wage adjustment being added.~~

~~The \$200 monthly bonus for dispatchers is eliminated effective upon adoption of the CBA, and will be applied to the top pay rate of pay effective 7/1/2022 as \$1.15/hour, prior to the annual wage adjustment being added. Dispatchers shall receive an additional \$.25/hr effective 7/1/22. The total added to the top rate of pay prior to the annual wage adjustment being added effective 7/1/22 will be \$1.40/hr.~~

Anniversary increases shall take effect on the first day of the payroll period following the employee's hire date.

~~SECTION 19.3 – Wage Rates for Maintenance~~

<u>Classification</u>	<u>Previous Rate</u>	<u>Effective 7/1/2019</u>	<u>Effective 7/1/2020</u>	<u>Effective 7/1/2021</u>
<u>Mechanic A</u>	<u>\$30.46</u>	<u>\$31.37</u>	<u>\$32.31</u>	<u>\$33.28</u>
<u>Mechanic B</u>	<u>\$25.05</u>	<u>\$25.80</u>	<u>\$26.57</u>	<u>\$27.37</u>
<u>Mechanic C / Technician</u>	<u>\$20.50</u>	<u>\$21.12</u>	<u>\$21.75</u>	<u>\$22.40</u>
<u>Utility</u>	<u>\$15.44</u>	<u>\$15.90</u>	<u>\$16.38</u>	<u>\$16.87</u>

~~The employer will pay full-time employees an additional \$200 per month to be used at the employee's discretion in the event they have no preventable accidents or passenger injuries, no worker's~~

ATU REDLINE CONTRACT

~~compensation claims or unexcused absences during the month. Employees are not eligible for this benefit while on a leave of absence, suspension, or if they receive any written form of discipline at any time during the month.~~

SECTION 19.4 – No Reduction in Pay

No employee covered by this Agreement shall suffer a reduction in pay as a result of the negotiated pay rates above.

SECTION 19.5 – Holiday Pay

All employees covered by this Agreement shall receive 8:00 hours of pay for each of the below listed holidays (Section 19.5 – Holidays). Holiday pay will be paid in addition to any time worked on the below listed Holidays. Time worked on a holiday will be paid at 1.5 times rate of pay. Employees must work or be in a paid status their last scheduled day prior and first scheduled day after the holiday in order to receive Holiday pay.

SECTION 19.6 – Holidays

The Holidays observed are New Years Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The above Holidays will be celebrated on the day legally designated by the State of California. In addition to the preceding Holidays, the employee shall have five (5)one Floating Holidays. Floating Holidays must be requested in writing to SacRT 1 week prior to the requested day off. Holiday pay shall not be used for the computation of overtime pay. Floating Holiday pay shall be used for the computation of overtime pay.

SECTION 19.7 – Sick Leave

- a. Eligibility – Employees shall begin to accrue sick leave upon completion of the probationary period.
- b. Sick Leave Payment – Paid sick leave will commence on the first day lost as a result of injury or illness.
- c. Accrual – sick leave will accrue at 83.33 hours per month for full-time employees and 41.67 hours per month for part-time employees ~~who have completed their probationary period.~~ Full time and Part time employees must work at least one-half of their scheduled shifts in the month prior to receive the accrual~~10 hours in each week to receive the accrual.~~ Paid sick leave may accumulate from year to year. ~~Full-time employees shall not accrue sick leave in any month the employee did not work at least one-half of their scheduled shifts.~~ Paid sick leave is not paid to an employee upon termination of their employment.
- d. Payment – Payment for sick leave shall be at the normal straight time hourly rate for employees at their normal shift hours. Sick leave pay shall not be used for the computation of overtime pay.
- e. Sick Leave Cash Out – Each year of this Agreement, an employee may request to cash out any or all sick leave they ~~will~~ accrue in the subsequent calendar year. Employees must notify SacRT in writing of their request to cash out sick leave between the dates of November 1 and November 30 each year. Cash out will³⁴occur in the subsequent year when the

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~~employee has reached the requested accrual amount. Employees who choose to cash out their sick leave shall be entitled to receive 50% of the amount cashed out. Cash out will occur when the employee accrues the amount of sick leave scheduled to be cashed out.~~

~~f. Unless otherwise prescribed by law, if an employee exhausts accumulated sick leave, an employee may, at the employee's option, use accumulated vacation credits to receive pay for an approved absence due to illness or injury.~~

SECTION 19.8 – Vacations

- a. All full-time ~~and part time~~ employees shall ~~start to~~ accrue vacation leave with pay as described below ~~with pay upon hire with after 90 days of employment with SacRT, in every qualifying work month. A qualifying work month is a month in which the employee works at least half of their scheduled workdays in the month.~~
- b. (1) All full-time employees shall be entitled to an annual vacation in accordance with the following schedule (part time employees will be entitled to half of the monthly accruals of full time employees):

<u>Number of Years of Service</u>	<u>Maximum Number of Days of Vacation</u>	<u>Accrued Time Each Month Pay</u>
91 Days to 4 Years <u>0-1 yr</u>	7.5 Days	51.66 Hours
4 Years to 6 Years <u>1-5 yr</u>	10 Days	6.673.35 Hours
6 Years to Retirement <u>5 yr and up</u>	15 Days	105.00 Hours

~~(2) Employees who transition directly from employment with MV Transit on the etran service line to employment with SacRT on the etran service line will receive initial vacation accruals as follows:~~

~~Credited at the end of 2019 for vacation to be used during 2020:~~

~~91 days to 4 years at MV etran ————— 2.5 days (20 hours)
4 to 6 years at MV etran ————— 5 days (40 hours) Over 6
years at MV etran ————— 5 days (40 hours)~~

~~Accrued during 2020 for use in 2021:~~

~~91 days to 4 years at MV etran ————— 5 days (40 hours)
4 to 6 years at MV etran ————— 7.5 days (60 hours) Over 6
years at MV etran ————— 10 days (80 hours)~~

~~Beginning with accruals in 2021 for use in 2022 combined service time at MV etran and at SacRT etran will be applied to the vacation accrual schedule stated in b(1) above.~~

- c. Employees may split their vacations. Splits will be allowed in the following manner:
 1. Employees Entitled to 10 Days – Two 5 day periods; one 10 day period.
 2. Employees Entitled to 15 Days – Three 5 day periods; one 10 day period, one 5 day period; one 15 day period.

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- d. Employees shall accumulate vacation ~~upon hire beginning the first day of the month following commencement of work~~. Vacation pay shall ~~not~~ be used for the computation of overtime pay
- e. Vacation pay shall be based only on 8:00 hours increments, or the amount of hours scheduled for the employee on the day utilized, whichever is less.
- f. Vacations will be bid Sunday through Saturday according to seniority on the first work day of November. Employees must bid all of their accrued vacation during the bid, to be taken in the next calendar year.
- g. Vacation bids will be chosen by seniority with each employee having a maximum of 1 hour to bid. If an Operator is unable to be present during their bid, they will leave their proxy bid with a SacRT Representative.
- h. Once an employee has chosen a vacation period as provided in this section, said employee shall not be entitled to change or break up the scheduled period, except an ~~e~~ employee who experiences unforeseen circumstances and needs the time off may fill vacation periods that become permanently open due to retirement, death, or quit. They may move their existing vacation and that opening vacated by them will not be filled.
- i. All vacation periods shall begin on a Sunday.
- j. All employees will be paid at the hourly rate in effect at the time the vacation is taken. SacRT will make every effort to permit employees to take unpaid vacation (through December 31, 2019) that was bid during MV's tenure. If a vacation bid during MV's tenure is denied, SacRT will permit the employee to schedule vacation at another time prior to December 31, 2019.

SECTION 19.9 – Bereavement Leave

All employees shall be granted 3 days paid leave of absence on account of death of any member of his/her immediate family and 5 days if out of state travel is required. Bereavement leave shall be paid at the rate of 8:00 hours per a day. Immediate family shall be defined as an employee's spouse, children (including adopted children of either spouse) grandchildren of either spouse, parents, brothers and sisters of either spouse, and natural grandparents of either spouse.

SECTION 19.10 – Medical, Dental, and Vision Insurance

A. Medical

On the first of the month following thirty (30) days of employment, all employees who work 30 or more weekly paid hours (including holiday, vacation and sick) as determined under the Affordable Care Act, shall become qualified to participate in SacRT sponsored medical plans. The employee copayment toward his or her insurance coverage shall be no less than 10% of the monthly premium rate for the selected plan for the Sacramento Area. The maximum monthly amount paid by SacRT shall not exceed 90% of the monthly premium for Blue Shield Access Plus for the Sacramento Area. Employees electing coverage in a plan which is more costly than the Blue Shield Access Plus plan will pay the difference in the amount paid by SacRT for the Blue Shield Access Plus plan and the cost of the selected plan. An employee selecting

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a plan less costly than the Blue Shield Access Plan will be subject to paying 10% of the monthly premium cost of that plan.

B. Dental and Vision Insurance

On the first of the month following thirty (30) days of employment, SacRT will pay 100% of the Delta Dental Service and Vision Service Plans for all employees who work 30 or more weekly paid hours (including holiday, vacation and sick).

C. The amounts specified in paragraphs (A) and (B) above will be paid except that employees who are absent from the job longer than 6 months due to illness, injury or leave of absence will pay their own premiums, The employee's co-payment amount will be payroll deducted during the absence. In the event the employee's compensation is less than the premium amount owed, he or she will be billed each month for the amount of the deficiency. An employee not paying the delinquent premium will be dropped from coverage.

SECTION 19.11 – Life Insurance

SacRT shall provide a term life insurance policy for all employees in the amount of \$10,000 at no cost to the employee.

SECTION 19.12 – Deferred Compensation Plan

SacRT will allow all full-time employees to enroll in a SacRT sponsored deferred compensation plan and contribute subject to maximum contribution limits established by the Internal Revenue Service.

~~Upon hire~~~~After achieving a minimum of 6 months service as a full-time employee of SacRT,~~ SacRT will contribute 3% of each employee's base pay into the 401(a) plan. An employee must enroll in the plan ~~prior to their eligibility date~~ in order to receive the contribution.

Effective 7/1/23, the SacRT contribution will increase to 4% of base wages into the 401(a) plan for each employee.

Effective 7/1/24, the SacRT contribution will increase to 5% of base wages into the 401(a) plan for each employee.

SECTION 19.13 – Jury Duty

SacRT will pay full-time and part-time employees on Jury Duty the wages he/she would have received, less any sum received as a juror for up to 5 days.

ARTICLE 20:

DURATION SECTION 20.1 – Effective Date

This Agreement shall be in full force and effect from July 1, 2022~~19~~ through June 30, 202~~6~~2.

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SECTION 20.2 -
Renewal

It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 20.01 and that all the terms of such successor Agreement are agreed upon without any interruption of SacRT business and without either SacRT or the Union engaging in economic activity against the other. SacRT and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section 20.1 to allow for a settlement to be reached.

IN WITNESS WHEREOF, the parties hereto execute this Collective Bargaining Agreement in Sacramento, California this 28 day of December, 2022.

For Local 256:

For SacRT:

Ralph Niz, President

Henry Li, General Manager

David E. Topaz, VP of
Employee Development and
Engagement

RESOLUTION NO. 2023-01-006

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 AMALGAMATED TRANSIT UNION, LOCAL 256 (ELK GROVE UNIT), FOR THE TERM OF JULY 1, 2022-JUNE 30, 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 Amalgamated Transit Union (ATU), Local 256 (Elk Grove Unit), establishing compensation, benefits, and other terms and conditions of employment for employee members of ATU (Elk Grove Unit), for the period of July 1, 2022 through June 30, 2026, is approved following the affirmative vote of the ATU Elk Grove Unit.

THAT, the General Manager/CEO is hereby authorized to bind SacRT to a Collective Bargaining Agreement (CBA) with ATU, whereby the existing CBA for the Elk Grove Unit, 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 for the Elk Grove Unit on behalf of SacRT and implement its terms.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

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

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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.

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- 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

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- 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

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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

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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;

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- 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.

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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~~^{an} 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/~~^{and} ~~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.

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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

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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.

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- 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.

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- 10.05 It will not be a violation of this section nor cause for disciplinary action ~~if should~~ any employee voluntarily crosses 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.”

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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.

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- 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.~~

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- 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

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- 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

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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

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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

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- 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.

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- 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

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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.

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- 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.

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- 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~~an 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

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- 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

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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.

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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.

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- 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

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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

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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.

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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

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~~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

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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.

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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.

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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

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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

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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

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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.

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- 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

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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

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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.

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- 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)

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- 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

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- 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~~

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- ~~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

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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

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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:

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- 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.

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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.

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- 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.

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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,

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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.

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- 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.

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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

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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.

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- 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

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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,

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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

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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

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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

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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.

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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.

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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:

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<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

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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.

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- 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

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- 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.

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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

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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.

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- 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

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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~~ If 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:

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~~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)j) 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-
- d) ~~T~~he employee is discharged from employment.

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- e) ~~If~~ ~~the~~ employee completed rehabilitation and tests negative on a Return-To-Duty Test then.
- f) ~~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) 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:
 - ~~j) The~~ ~~employee~~ is discharged from employment.
 - ~~k) At~~ the conclusion of the follow-up testing period, the follow-up testing is ended.
 - ~~l) 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

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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.

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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.

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~~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

~~52.01~~ 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.

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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 Srvcs	\$ 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 Srvcs	\$ 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

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Laura Ham, VP, Planning and Engineering
SUBJ: APPROVING A TITLE VI SERVICE EQUITY ANALYSIS AND
ADOPTING SERVICE CHANGES FOR APRIL 2023

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

The recommended action would continue existing service reductions beyond April 2, 2023. No changes will be made to current service as a result of the recommended action; however, under SacRT's service change policy, Board action is needed for existing service levels to remain at current levels.

FISCAL IMPACT

There is no fiscal impact from the recommended action.

DISCUSSION

Background

In April 2022, SacRT temporarily suspended all or part of Routes 23, 81, 82, 86, 107, 134, 142, and 193 to address a shortage in bus operators, which resulted in systemwide reliability problems. By suspending approximately three percent of bus service, SacRT sought to better allow customers to plan around reduced service levels, rather than be subject to unplanned trip cancellations.

The April 2022 suspensions were approved without a 30-day public review, on the basis that they were considered temporary, lasting no more than twelve months, and, therefore, did not constitute major service changes under SacRT's service change policy, which was adopted in compliance with the federal Title VI statute and guidance. On May 9, 2022, after the changes had taken effect, SacRT Staff presented, and the SacRT Board of Directors approved, a restoration plan to take effect in September 2022. The restoration plan included a Title VI service equity analysis, which had been subject to a 30-day public review.

Among other things, the approved restoration plan called for full restoration of service on Routes 81, 107, 134, 142, and 193. While this plan was approved by the SacRT Board,

the service restoration was never implemented, because hiring and training of new bus operators over Summer 2022 was not sufficient to alleviate the operator shortage.

Under SacRT and federal policy, the suspensions in effect on Routes 81, 107, 134, 142, and 193 are considered major service changes and must end in April 2022, at the end of their 12-month temporary period, unless the Board takes action to continue suspension. In other words, service must be restored on those five routes, unless the Board first prepares and considers a service equity analysis, provides the service equity analysis for public comment, and approves continuation of the changes.

Recommendations

Staff is proposing that the Board act to continue these suspensions indefinitely. This would not alter today's service levels, but Board approval is necessary to extend existing conditions beyond the 12-month expiration date of the temporary suspensions. Details on each route can be found in Exhibit A to the resolution.

Justification

Although SacRT's financial position has been much improved over the past years, without the passage of a new local measure, with significant Smart Ride funding ending on June 30, 2023, with one-time stimulus funding coming to an end over the next two years, and with operator availability continuing to be insufficient for expansion, Staff believes that service should remain at current levels.

Alternatives

To restore all five routes to full service would increase annual operating cost by approximately \$2.0 million. Staff also evaluated an alternative plan where service would be fully restored on Routes 81 and 142, partly restored on Route 193, and kept as-is on Routes 107 and 134. That plan would have increased annual operating cost by approximately \$1.67 million. Staff does not recommend that the alternative plan be implemented at this time for the reasons stated in the justification section above; the cost of the alternative plan is nearly equivalent to the cost of restoration of all routes. An alternative plan may be recommended in the future.

Equity

As shown in the Title VI service equity analysis (see Exhibit A) there are no likely disparate impacts to minority populations nor disproportionate burdens to low-income populations from making these suspensions permanent. Route 81 is the only of the five routes with above average minority and low-income ridership. The adverse effects of keeping Route 81 partially suspended are offset by keeping Route 142 partially suspended. Route 142 has a very low fraction of minority and low-income riders, so keeping it partially suspended offsets what would otherwise be adverse effects from keeping Route 81 suspended.

Public Review


SacRT policy requires a Title VI service equity analysis, 30-day public review, and Board approval for a change such as this. The draft plan was made available to the public via sacrt.com on Friday, December 16, 2022. Comments taken through Monday, January 16, 2023, are included in Attachment 1 to this Staff Report. Members of the public are also welcome to comment on this item before the Board.

Public Engagement

SacRT Service Changes Public Engagement


E-Mail Announcement December 16, 2022

Sacramento




Regional
Transit

**SacRT Service Plan and Title VI Analysis
Available for Public Comment**



**SacRT service plan and Title VI analysis
available for public comment**

Submit comments through January 16, 2023
sacrt.com/titlevi


Sacramento  Regional Transit

SacRT is currently seeking public comments on a proposal to continue service reductions currently in place on Routes 81, 107, 134, and 142. Service on these routes is NOT proposed to change from today's levels, but SacRT is taking public comments on these five routes, because they are not currently running their full level of normal service. The detailed service plan and a Title VI service equity analysis is available for public review at sacrt.com/titlevi.

Please direct comments to:
SacRT Customer Advocacy
<http://sacrt.com/Customerfeedback/>
customeradvocacy@sacrt.com
916-557-4545
Attn: James Drake


Comments must be received by **Monday, January 16, 2023** to be included in the public record.

Follow SacRT



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SacRT Service Changes Public Engagement

Web Page
December 16, 2022

Sacramento Regional Transit District Title VI Program

Proposed Service Changes
December 16, 2022

SacRT is currently seeking public comments on a proposal to continue service reductions currently in place on Routes 81, 107, 134, and 142. Service on these routes is NOT proposed to change from today's levels, but SacRT is taking public comments on these five routes, because they are not currently running their full level of normal service. The detailed service plan and a Title VI service equity analysis is available for public review below and at sacrt.com/titlevi.

Review the Plan and Title VI Analysis

Please direct comments to:

SacRT Customer Advocacy
<http://sacrt.com/Customerfeedback/>
customeradvocacy@sacrt.com
916-557-4545
Attn: James Drake

Comments must be received by **Monday, January 16, 2023** to be included in the public record.

[Learn More](#)

More information is available at the following public events:

SacRT Mobility Advisory Council (via Zoom)
Thursday, January 5, 2023
2:30 to 4:30 pm
sacrt.com/mac
Brief presentation (15 minutes) with 10 to 15 minutes for questions

Transit Talk with General Manager/CEO
Friday, January 6, 2023
12:00 to 1:00 pm
sacrt.com/onlinechat
Type all your questions about SacRT in a live online chat

SacRT Board of Directors Meeting (via Zoom)
Monday, January 23, 2023 at 5:30 pm
All public comments will be provided to the SacRT Board
Final plan will be considered for approval
sacrt.com/board

**SacRT Service Changes
Public Engagement**

**Translated Web Content
December 16, 2022**

Cambios en el servicio propuestos

Pedido de comentario público de SacRT

16 de diciembre de 2022

SacRT actualmente está solicitando comentarios públicos sobre una propuesta para continuar con las reducciones en el servicio actual en las rutas 81, 107, 134 y 142. NO se propone cambiar el servicio en estas rutas de los niveles de hoy, pero SacRT está recibiendo comentarios públicos sobre estas 5 rutas, porque actualmente no están operando a su nivel completo de servicio normal. El plan de servicio detallado y un análisis de capital de Título VI está disponible para revisión del público en sacrt.com/titlevi.

Envíe sus comentarios a:

SacRT Customer Advocacy
[http://sacrt.com/Customfeedback/
customeradvocacy@sacrt.com](http://sacrt.com/Customfeedback/customeradvocacy@sacrt.com)
916-557-4545
At: James Drake

Los comentarios se deben recibir a más tardar **el lunes 16 de enero de 2023** para ser incluidos en los registros públicos.

[Obtenga más información](#)

Habrará más información disponible en los siguientes eventos públicos:

Concejo de asesoramiento sobre movilidad de SacRT (por Zoom)
Jueves 5 de enero de 2023
2:30 a 4:30 pm
sacrt.com/mac
Presentación breve (15 minutos) y 10 a 15 minutos para preguntas

Charla de tránsito con el Gerente General /CEO
Viernes 6 de enero de 2023
12:00 a 1:00 pm
sacrt.com/onlinechat
Escriba todas sus preguntas sobre SacRT en un chat en vivo en línea

Reunión de directorio de SacRT (por Zoom)
Lunes 23 de enero de 2023 a las 5:30 pm
Todos los comentarios públicos serán proporcionados al directorio de SacRT
El plan final se considerará para aprobación
sacrt.com/board

[Repase el plan y el análisis de Título VI](#)

**SacRT Service Changes
Public Engagement**

**Translated Web Content
December 16, 2022**

薩克拉曼多區域性中轉區

提議的服務變化

2022 年 12 月 16 日

SacRT 目前正在就一項提案徵求公眾意見，該提案旨在繼續減少目前在 81 號、107 號、134 號和 142 號路線上所提供的服務。提案並未要求改變這些路線目前的服務水準，但 SacRT 正在就這五條路線徵求公眾意見，因為它們目前沒有發揮正常服務的完整水準。詳細的服務計畫和第六章服務公平性分析可在 sacrt.com/titlevi 上公開查看。

請將意見發送至：

SacRT 客戶宣傳

[http://sacrt.com/Customfeedback/
customeradvocacy@sacrt.com](http://sacrt.com/Customfeedback/customeradvocacy@sacrt.com)

916-557-4545

收件人：James Drake

意見必須在 2023 年 1 月 16 日星期一之前收到，以便列入公共記錄。

瞭解更多資訊

更多資訊可以在以下公開活動中獲得：

SacRT 出行諮詢委員會（通過 Zoom）

2023 年 1 月 5 日，星期四

下午 2:30 至 4:30

sacrt.com/mac

簡要介紹（15 分鐘），10 到 15 分鐘回答問題

與總經理/首席執行官進行交通對話

2023 年 1 月 6 日，星期五

中午 12:00 至下午 1:00

sacrt.com/onlinechat

在即時線上聊天中輸入所有關於 SacRT 的問題

SacRT 董事會會議（通過 Zoom）。

2023 年 1 月 23 日星期一下午 5:30

所有公眾意見都將提交 SacRT 董事會

將考慮批准最終計畫

sacrt.com/board

審查計畫和第六章分析

**SacRT Service Changes
Public Engagement**

**Translated Web Content
December 16, 2022**

Giao thông khu vực quận Sacramento

Thay đổi dịch vụ được đề xuất

Ngày 16/12/2022

SacRT hiện đang lấy ý kiến công chúng về đề xuất tiếp tục cắt giảm dịch vụ hiện đang áp dụng trên các Tuyến đường 81, 107, 134 và 142. Dịch vụ trên các tuyến đường này KHÔNG được đề xuất thay đổi so với mức hiện nay, nhưng SacRT đang lấy ý kiến của công chúng về năm tuyến đường này, bởi vì chúng hiện không chạy hết mức dịch vụ thông thường. Kế hoạch dịch vụ chi tiết và phân tích công bằng dịch vụ Tiêu đề VI có sẵn để công chúng xem xét tại sacrt.com/titlevi.

Vui lòng gửi ý kiến trực tiếp đến:

SacRT Customer Advocacy
[http://sacrt.com/Customerfeedback/
customeradvocacy@sacrt.com](http://sacrt.com/Customerfeedback/customeradvocacy@sacrt.com)
916-557-4545
Attn: James Drake

Nhận xét phải được nhận muộn nhất là vào ngày Thứ Hai, ngày 16 tháng 1 năm 2023 để được đưa vào hồ sơ công khai.

Tìm hiểu thêm

Thông tin thêm có sẵn tại các sự kiện công cộng sau đây:

SacRT Mobility Advisory Council (qua Zoom)
Thứ năm, ngày 5/1/2023
2h30 đến 4h30 chiều
sacrt.com/mac
Trình bày ngắn gọn (15 phút) với 10 đến 15 phút cho câu hỏi

Thảo luận về giao thông với Tổng giám đốc/CEO
Thứ sáu, ngày 6/1/2023
12h00 giờ đến 1h00 giờ chiều
sacrt.com/onlinechat
Nhập tất cả các câu hỏi của bạn về SacRT trong một cuộc trò chuyện trực tuyến trực tiếp

Cuộc họp Ban Giám đốc SacRT (qua Zoom)
Thứ hai, ngày 23/1/2023 lúc 5h30 chiều
Tất cả các ý kiến công khai sẽ được cung cấp cho Hội đồng SacRT
Kế hoạch cuối cùng sẽ được xem xét để phê duyệt
sacrt.com/board

Đánh giá kế hoạch và phân tích tiêu đề VI

**SacRT Service Changes
Public Engagement**

**Translated Web Content
December 16, 2022**

Sacramento Regional Transit District

Cov Kev Hloov Pauv Qhov Kev Pab Cuam Uas Tau Thov

Lub Kaum Ob Hlis Ntuj Tim 16, 2022

Tam sim no SacRT tab tom tshawb nrhiav qhov lus xam pom ntawm zej tsoom hais txog kev thov txhawm rau ua txuas ntxiv cov kev txo qhov kev pab cuam tam sim no nyob rau hauv Cov Kev Tsheb 81, 107, 134, thiab 142. Qhov kev pab cuam nyob rau hauv txoj kev tsheb no TSIS thov kom hloov pauv los ntawm cov qib ntawm hnuv, tab sis SacRT tab tom txais cov lus xam pom ntawm zej tsoom hais txog tsib txoj cov kev tsheb no, vim tias tam sim no lawv tsis tau muab lawv qhov kev pab cuam qib li ib txwm yam txwv nkaus. Lub phiaj xwm qhov kev pab cuam uas tau qhia meej tseeb thiab qhov kev pab cuam kev ntaus nqi kev muaj vaj huam sib luag ntawm Lub Ncauj Lus VI yog muaj rau qhov kev tshab xyuas ntawm zej tsoom ntawm sacrt.com/titlevi.

Thov cov lus xam pom ncaj nraim rau:

SacRT Kev Pab Txhawb Tub Lag Luam
[http://sacrt.com/Customfeedback/
customeradvocacy@sacrt.com](http://sacrt.com/Customfeedback/customeradvocacy@sacrt.com)
916-557-4545
Attn: James Drake

Yuav tsum tau txais cov lus xam pom tsis pub dhau hnuv **Monday, Lub Ib Hlis Ntuj Tim 16, 2023** yuav raug suav nrog ntaub ntawv kaw tseg ntawm zej tsoom.

Kawm paub ntxiv

Cov ntaub ntawv kev paub ntxiv muaj ntawm cov xwm txheej ntawm zej tsoom txuas mus no:

SacRT Pab Pawg Muab Lus Pab Tswv Yim Txog Kev Hloov Tau Mus Los (los ntawm Zoom)
Hnuv Thursday, Lub Ib Hlis Ntuj Tim 5, 2023
2:30 teev txog 4:30 teev tsaus ntuj
sacrt.com/mac
Qhov kev nthuav tawm luv – luv (15 feeb) nrog rau 10 txog 15 feeb rau cov lus nug

Kev Sib Tham Txog Kev thauj Mus Los Nrog Tus Thawj Coj Saib Xyuas Thoob Plaws/CEO
Hnuv Friday, Lub Ib Hlis Ntuj Tim 6, 2023
12:00 teev txog 1:00 tsaus ntuj
sacrt.com/onlinechat
Sau koj txhua cov lus nug txog SacRT nyob rau hauv qhov kev sib tham hauv oos lais

SacRT Lub Rooj Sab Laj Ntawm Pab Pawg Thawj Coj Saib Xyuas (los ntawm Zoom)
Hnuv Monday, Lub Ib Hlis Ntuj Tim 23, 2023 thaum 5:30 teev tsaus ntuj
Yuav tau muab txhua cov lus xam pom ntawm zej tsoom rau SacRT Pab Pawg Thawj Coj
Yuav tau ua zoo saib rau lub phiaj xwm zaum kawg rau qhov kev pom zoo
sacrt.com/board

[Tshab Xyuas Lub Phiaj Xwm thiab Cov Kev Ntaus Nqi Ntawm Lub Ncauj Lus VI](#)

**SacRT Service Changes
Public Engagement**

**Translated Web Content
December 16, 2022**

Региональный общественный транспорт Сакраменто

Предлагаемые изменения в обслуживании

16 декабря 2022 года

В настоящее время SacRT просит представителей общественности прокомментировать предложение о дальнейшем сокращении обслуживания на маршрутах 81, 107, 134 и 142. НЕТ предложений об изменении обслуживания на этих маршрутах по сравнению с текущим уровнем, но SacRT собирает комментарии по этим пяти маршрутам, поскольку в настоящее время они работают с загрузкой меньше обычной. С подробным планом обслуживания и анализом справедливости обслуживания в соответствии с главой VI можно ознакомиться на сайте sacrt.com/titlevi.

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916-557-4545
Внимание: Джеймса Дрейка

Для включения в публичный отчет комментарии должны быть получены до **понедельника, 16 января 2023 года**.

Подробнее

Дополнительная информация доступна на следующих публичных мероприятиях:

Консультативный совет по мобильности SacRT (в Zoom)
четверг, 5 января 2023 года
с 14:30 до 16:30
sacrt.com/mac
Краткая презентация (15 минут) и 10-15 минут для вопросов

Беседа об общественном транспорте с генеральным менеджером / главным исполнительным директором
пятница, 6 января 2023 года
с 12:00 до 13:00
sacrt.com/onlinechat
Печатайте все свои вопросы о SacRT в живом онлайн-чате

Заседание совета директоров SacRT (в Zoom)
понедельник, 23 января 2023 года, в 17:30
Все комментарии общественности будут представлены Совету директоров SacRT
Окончательный план будет рассмотрен с целью утверждения
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Public Engagement

Translated Web Content
December 16, 2022

هيئة النقل العام في ساكرامنتو
التغييرات المقترحة إدخالها على الخدمة
ديسمبر 16 2022

تسعى هيئة النقل العام في ساكرامنتو حاليًا إلى الحصول على تعليقات الجمهور بشأن مقترح مواصلة تقليصات الخدمة الجارية حاليًا على مسارات رقم 81 و 107 و 134 و 142. ليس من المقترح إدخال تغييرات على الخدمة في هذه المسارات عن المستويات الكائنة عليها الآن، إلا أن الهيئة تحصل على تعليقات الجمهور بشأن هذه المسارات الخمسة نظرًا لعدم تشغيلهم حاليًا بالمستوى الكامل للخدمة المععادة لهم. تُتاح الخطة المفصلة للخدمة وتحليل توزيع الخدمة sacrt.com/titlevi بالباب السادس للاطلاع عليها من جانب الجمهور على هذا الرابط.

برجاء ترك تعليقاتكم مباشرةً على

قسم تأييد العملاء بهيئة النقل العام في ساكرامنتو
[http://sacrt.com/Customfeedback/
customeradvocacy@sacrt.com](http://sacrt.com/Customfeedback/customeradvocacy@sacrt.com)
916-557-4545
لعناية: جيمس دريك

يجب تلقي التعليقات يوم الاثنين الموافق 16 يناير 2023 لإدراجها ضمن سجل الجمهور

لمعرفة المزيد

تتوافر المزيد من المعلومات على روابط فعاليات الجمهور التالية:

المجلس الاستشاري التنقلي بهيئة النقل العام في ساكرامنتو (عبر برنامج زووم)
الخميس، 5 يناير 2023
من الساعة 2:30 مساءً حتى الساعة 4:30 مساءً
sacrt.com/mac
عرض موجز (15 دقيقة) مع إتاحة من 10 إلى 15 دقيقة لطرح الأسئلة

محادثة بشأن النقل مع المدير العام/المدير التنفيذي
الجمعة، 6 يناير 2023
من الساعة 12:00 مساءً حتى الساعة 1:00 مساءً
sacrt.com/onlinechat

اكتب جميع الأسئلة التي تريد طرحها بشأن هيئة النقل العام في دردشة اونلاين مباشرة
اجتماع مجلس إدارة هيئة النقل العام في ساكرامنتو
الاثنين، 23 يناير 2023 في تمام الساعة 5:30 مساءً
سنُقدّم جميع تعليقات الجمهور لمجلس هيئة النقل العام في ساكرامنتو
سيُنظر في الخطة النهائية للموافقة عليها
sacrt.com/board

مراجعة الخطة وتحليل الباب السادس

12/18/22	Mike Barnbaum	Email	Feedback # 112511
<p>Greetings SacRT Team/Family Members:</p> <p>In preparation for both the January Mobility Advisory Council (MAC) Meeting along with the January 2023 Sacramento Regional Transit District (SacRT) Board of Directors Meeting, I wanted to provide an analysis of the 2023 draft service plan, and perhaps some alternative(s) to be good stewards of public dollars, while at the same time addressing the eventual need for service restoration for the transit customers of the Sacramento Region.</p> <p>From the report that is now available online, of which I have thoroughly read through, I come to the conclusion that continuation of the five suspended routes (81, 107, 134, 142, and 193) are absolutely necessary through the duration of the current 2022/2023 Fiscal Year. Beyond June 30, 2023, is where we need to “think outside the box” and get a bit creative on behalf of our customers.</p> <p><u>September 3, 2023: Implement full restoration of service on both Routes 81 and 142</u></p> <p>The September service change, on an annual basis, marks the last opportunity to make service changes prior to the start of a new calendar year. This is significant as it traditionally marks the beginning of “back to school” bell schedules for student riders, along with the annual college football season, NFL season, NBA season, and holiday travel season too. Restoring full service along Routes 81 and 142 on September 3, 2023, will both conserve dollars in the current 2022/2023 fiscal year while expanding service at the last opportune time for milestones like back to school, sports trips, and the annual holiday travel season while also providing additional time to hire and train additional vehicle operators over the first eight months of Calendar Year 2023. It should be noted that while Sacramento International Airport makes a great case for service for their own employees, airport travelers will be enjoying both increased service on YoloBus Routes 42 A/B beginning on Sunday, January 15, 2023, along with new nonstop service to Toronto, Ontario beginning in June 2023 via Air Canada out of Terminal A. The new international air service will operate four times a week, according to staff of the Sacramento County Airport System.</p> <p><u>Permanently Suspend Rte. 107, and perhaps Rte. 106. Convert Route 102 to be Rte. 02</u></p> <p>Route 107 has been a Pocket/Greenhaven Express Route and underwent restructuring during the “SacRT Forward” project. It served its purpose and focus on commuters traveling to and from Downtown Sacramento via Interstate Five following its “SacRT Forward” restructuring for approximately six months. Once the COVID-19 pandemic came, commuting into and out of Downtown Sacramento changed dramatically. As such, maintaining routes in the network like 107, along with 106 and 102 are no longer good uses of limited and precious public transit dollars. That specifically being addressed here, is something where using creativity comes in hand. By permanently suspending and even going as far to say, “permanently eliminating” Route 107, along with Route 106 and Route 102, converting Route 102 into an all-day “Route 2” as addressed in the revised 5-year SacRT short range transit plan, might now be the time to more seriously have a discussion about this, and implement effective Sunday, September 3, 2023. Suspending and permanently eliminating Routes 102, 106, and 107 immediately, while making Route 2 an all-day route effective on Sunday, September 3, 2023, would make better use of public transit dollars, while continuing to promote utilization and future expansion of existing Route 62. Route 62 is also addressed in the SacRT 5-year short range transit plan. Although there should not be any recommended service changes for Route 62 in 2023, the service expansion to every fifteen minutes along with service to both the ACE/San Joaquin Midtown Sacramento Station and downtown terminus at Sacramento Valley Station should be deferred to implementation on Sunday, September 1, 2024.</p> <p><u>#134 McKinley Commuter: Permanently suspend and/or permanently eliminate route</u></p> <p>As addressed in the online report, this route is currently being utilized mostly by Sutter Middle School students, and not commuters traveling to/from downtown Sacramento. The June service changes, annually show a drop and/or changes in student ridership patterns as this round of service changes on an annual</p>			

basis is typical for the end of the academic year and beginning of Summer Vacations. Historically speaking, most of, if not all the “200 series” school trippers are completely eliminated and not offered to operators bidding for work in the June operators sign-up. While Route 30 is not necessarily the best alternative regular route to go to, it is an alternative route that riders in the McKinley Boulevard area can utilize in traveling from Downtown Sacramento to East Sacramento via midtown, while simultaneously not walking too far out of the way to access the Gold Line off of R Street and/or Folsom Boulevard. Eliminating this route completely would help address the existing operator staffing shortage, while also reducing service cancellations on regular bus routes.

#193 Auburn Commuter: Permanently Suspend and/or Permanently Eliminate Route

This route offers two alternative options to weekday riders. Placer County Transit “Route 10” is an hourly freeway express that operates westbound weekday service from 5am to 7pm from the Auburn/Conheim Amtrak Station to the Watt/I-80 Light Rail Station, making intermediate stops at Sierra College in Rocklin, Westfield Galleria in Roseville, as well as the Louis/Orlando Transfer Point at the Sacramento/Placer County Line. Eastbound weekday service operates at the lower level of the Watt/I-80 Station from 6am to 8pm. In addition, Route 93 operates a route alignment along local streets and roads from the Watt/I-80 Station (upper level) to the Louis/Orlando Transfer Point primarily along Hillsdale Boulevard, Antelope Road, and a small portion of Auburn Boulevard north of Antelope Road. Weekday service is primarily every 30 minutes prior to 6pm, and hourly after 6pm.

Additional Service Change to Consider - Realignment of Route 19 in North Highlands

Upon the February 2019 adoption of and September 2019 implementation of “SacRT Forward,” Route 19 was realigned in which service in both Rio Linda and North Highlands saw dramatic changes. Specifically, in North Highlands, the route operates along Elkhorn Boulevard and Watt Avenue, rather than Elverta Road and Watt Avenue. Along Watt Avenue, service now operates only between Elverta Road and Elkhorn Boulevard. Service along Watt Avenue and McClellan Business Park, specifically, is now provided by Route 26 between Elverta Road and the Watt/I-80 Station, with the route continuing along its pre-SacRT Forward alignment between the Watt/I-80 Station and the University/65th Street Station. This section examines realignment of Route 19 from the intersection of Elkhorn Boulevard and Watt Avenue to continue eastbound and westbound along Elkhorn Boulevard and Greenback Lane to Auburn Boulevard in Citrus Heights. “SacRT Forward” dramatically changed and altered the bus network in September 2019. Among the most notable oversights of the project was the elimination of service along Elkhorn Boulevard and Greenback Lane when former Route 80 was eliminated completely from the transit network. This portion of this report does not recommend fully restoring Route 80, but instead recommends that Route 19 be realigned to correct the oversight caused in September 2019 when former Route 80 was permanently eliminated. The realignment of existing Route 19, as specifically examined in this portion of this report would require a minimum of one more bus, along with more operators. There would most definitely be an increase in operating costs and labor costs to correct this service coverage problem that is currently in place. The increased costs, however, could be offset, and/or be cost neutral if, in fact, enough other service listed/mentioned/analyzed earlier in this internal electronic communication becomes either permanently suspended and/or permanently eliminate based on this electronic internal communication/analysis, as well as any other/additional internal and external communications received in regards to the draft 2023 SacRT service plan.

Concluding Analysis and Acknowledgments

Nobody likes to recommend permanently suspending service and/or permanently eliminating service, especially coming from a Transit Ambassador. A Transit Ambassador is a person most likely to recommend service expansion, especially when comments/suggestions are made from the riders themselves. To that point, customer comments and suggestions that have focused on later evening/night trip times for Routes 26, 67, 68, 81, 82, 84, and 87 have been included in the current round of unmet transit needs and were

<p>already submitted to SACOG staff for their review and analysis during an in-person unmet transit needs gathering back in October at the Historic Folsom Farmers Market. I want to acknowledge the Honorable James Drake for attending that event and then attending a “Civic Thread” event (formerly Walk Sacramento) later that day in South Sacramento. I also want to acknowledge the ability to get this report up and online when it did, especially considering the upcoming January 5th meeting of the Mobility Advisory Council. With the holiday travel season in full swing, and time being of the essence here, it is critically important that this online report be given high priority now, while we are still in 2022, and not wait until we change the calendar year on January 1st so as to allow all internal stakeholders the time to read through and dissect the comments/analysis early on, and not on the last date. For this reason, I professionally found it to be critical on myself to prepare this comment/analysis of the online report so that we “buy time” prior to a formal presentation and final decision at 5:30pm on January 23rd. Should you need to get in contact with me or want to discuss this report and analysis in more detail with me, please feel free to reach out at your convenience.</p>			
12/20/22	Gabriel Wiener-Brodkey	Email	Feedback # 112537
<p>134 is so unreliable anyway that it might as well be cut, period. It's currently only scheduled to run once a day in each direction, and it's often cancelled in the afternoon. So, are people that risk using that route in the morning to commute just supposed to Uber home? Seems like commuter routes with one trip in each direction should be close to the top (if not the top) of the priority list as far as what trips not to cancel if trip cancellations are needed any given day.</p> <p>107 has not been running since the last service reduction, so is the question just whether people want it to come back? Did the pre-cancellation ridership on that route indicate it would likely be back once people started retuning to offices downtown? Anyone that used that route before it was cancelled almost certainly had alternative transportation (a car) and chose to use the bus instead.</p> <p>142 could be made much more useful to a wider range of potential users if it made just one stop somewhere in Natomas. The reality is that anyone that lives within walking distance of a 142 stop downtown has money to spend on an Uber door to door. Any transfers from light rail to that bus route involve walking at least a block or two, which is less desirable when you have suitcases. The 142 also doesn't have luggage racks, which seems pretty standard for a route that serves the airport. I've used it myself multiple times traveling without a suitcase and while it is nice to save \$20 it is not exactly convenient for people that can't just walk to a 142 stop.</p> <p>Also, RT should seriously consider discontinuing service on the Green Line until there is funding to extend it farther because as of right now bus route #11 follows the same route with even greater frequency. Maybe increase service on route #11 with the savings from not running the Green Line.</p>			
1/5/23	Jeffrey Tardaguila	MAC meeting	Feedback # 113101
<p>Changes to Route 134 have impacted many seniors residing at senior centers near the line. Some have had to move to an area with better transit options. I would like to see more transit going east/west on the north portion of J Street.</p>			
1/6/23	Arden/Arcade, CA	Online	GM Chat
<p>I'm curious to know about any feedback Regional Transit has received to date on proposed service changes that will be presented later this month. From what I read on the website, there was also a presentation on</p>			

<p>this topic at the mobility advisory council this week. How is the feedback thus far, and are you anticipating any modifications to the original draft document that is now available for online reading?</p> <p><i>Reply:</i> So far, we have received two public comments, both of which have comments on multiple routes. All comment received will be included in the SacRT Board packet on January 23, 2023.</p>			
1/6/23	West Sacramento, CA	Online	GM Chat
<p>Happy New Year. As both a YoloBus and a Sacramento Regional Transit rider, I am curious to know what your service plans are for Route 142 while YoloBus adds more trips to its new daily Route 42 A/B schedule beginning on Sunday of the Martin Luther King Junior Weekend? Does Regional Transit either anticipate eliminating Route 142 or perhaps instead expanding frequency to two buses per hour with a joint marketing campaign in conjunction with YoloBus that would target airport travel for both airline passengers and airport employees?</p> <p><i>Reply:</i> At this time, we are planning to keep route 142 (Airport Express) on its existing hourly headways and current schedule. The new trips on Yolobus route 42 will be a welcome improvement for riders trying to get to or from the airport and will help address some of the gaps and bunching that currently exists in the combined schedules of routes 42 and 142.</p>			
1/6/23	Citrus Heights, CA	Online	GM Chat
<p>Route 103 became Route 193. Going to Roseville, it made sense to keep it. A year back or so, RT phased it out. (Great Recession fallout: June 2010 was when RT services took a bath.) Could you please give us a status update regarding this route?</p> <p><i>Reply:</i> Route 193 is one of five bus routes that’s currently entirely or partially suspended. It was suspended in April 2022 due to the prolonged operator shortage at SacRT. It was one of the routes chosen for suspension due to low ridership since the pandemic. SacRT is currently considering extending that suspension beyond April 2023. Details on that are available online at sacrt.com/TitleVI.</p>			
1/9/23	Kathy Norton	Email	Feedback # 113097
<p>I strongly support that service be maintained for Route 134. I have used this bus on many occasions to get to the UC Davis Clinic complex that's located at 33rd and C Street. I think part of Mercy Hospital clinics reside in that same complex. I offboard near the McKinley Tennis Court and walk over to C Street. This bus serves both the East Sac and Sac State areas, and it's been a longstanding route. Many people who live in the Midtown and Downtown areas, and may not have cars, rely on 134. Many elderly and disabled persons rely on this bus.</p> <p>I have mostly used it for mid-morning and late afternoon appointments. For state employees and others who work downtown and live in the Midtown or East Sac, this is a viable option for them to get to work, but it would need increased service times to better serve riders. The schedule looks radically reduced down from what it used to be. I can remember when 34 (now 134) used to run every 15 minutes when I lived in the Midtown. It was a heavily relied upon bus and very busy in the mornings for people trying to get to work in the Downtown Sacramento area. If anything, it needs to have more service times made available to make this a reliable option for riders.</p>			

1/15/23	John Galt	Email	Feedback #113298
<p>This is a comment on the proposal to continue service reductions on route 81 and others, per the email I just received from klichty@sacrt.com. As far as I'm concerned, eliminating the short trips (the ones that turn back at Florin Mall) on route 81 has had no effect, and you can cancel them permanently, because when I use the route it is to get between home and places along 65th St. I would be strongly affected if you cancelled any of the long trips that cover the full route. (And I hope you have a lot more success in recruiting new drivers.)</p>			

RESOLUTION NO. 2023-01-008

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

January 23, 2023

APPROVING A TITLE VI SERVICE EQUITY ANALYSIS AND ADOPTING SERVICE CHANGES FOR APRIL 2023

WHEREAS, effective April 3, 2022, SacRT implemented temporary service changes, reducing service partially or entirely on five bus routes, in accordance with SacRT's service change policy, as defined in Resolution 15-12-0137; and

WHEREAS, consistent with federal Title VI guidance, SacRT's service change policy allows temporary service changes for no more than twelve months, after which, if the changes are major changes, the changes must be reversed unless the SacRT Board of Directors approves a Title VI service equity analysis of the temporary changes and adopts the temporary changes; and

WHEREAS, the temporary service changes meet the definition of major changes, under SacRT's service change policy; and

WHEREAS, a draft service plan, including a Title VI service equity analysis of the temporary changes, has been prepared, made available for a 30-day public review and comment period, and publicized in accordance with SacRT policy on major service changes; and

WHEREAS, the Title VI service equity analysis found that there were no likely disparate impacts to minority populations and no likely disproportionate burdens to low-income populations from adopting the proposed service changes;

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

THAT, the Board of Directors has reviewed and approves the Title VI service equity analysis set forth in Exhibit A and has reviewed and taken into consideration all related public comments; and

THAT, the proposal to continue indefinitely the temporary service changes implemented on April 3, 2022, as described in Exhibit A, is hereby adopted.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

Sacramento Regional Transit

Service Changes for 2023 Final Plan and Title VI Equity Analysis

January 23, 2023

Overview

SacRT is currently considering major service changes on several bus routes, as discussed in this Final Plan and Title VI Equity Analysis, which has been divided into two parts:

- *Part I: Fixed-Route Service Changes* discusses continuation of suspensions on five SacRT bus routes (Routes 81, 107, 134, 142, and 193).
- *Part II: Title VI Service Equity Analysis* analyzes the changes in Part I, in accordance with the Title VI provisions of SacRT's major service change policy.

Public Review

In accordance with SacRT's major service change policy, a draft version of this was made available to the public via sacrt.com on Friday, December 16, 2022. Comments were taken through Monday, January 16, 2023 and have been included in the agenda item that would review and approve this report and the proposed changes therein, which is to be presented to the SacRT Board of Directors on Monday, January 23, 2023, for approval.

Part I

Fixed-Route
Service Changes

Background

In April 2022, SacRT temporarily suspended all or part of Routes 23, 81, 82, 86, 107, 134, 142, and 193 to address a shortage in bus operators which had been resulting in systemwide reliability problems. By suspending approximately 3 percent of bus service, SacRT sought to better allow customers to plan around system outages, rather than be subject to unplanned trip cancellations.

The April suspensions were approved without a 30-day public review, on the basis that they were considered temporary, lasting no more than twelve months, and therefore did not constitute major service changes under SacRT policy. On May 9, 2022, after the changes had taken effect, SacRT presented and the SacRT Board of Directors approved a restoration plan to take effect in September 2022, including a Title VI service equity analysis and a 30-day public review.

The approved restoration plan called for:

- (1) Full restoration of service on Routes 81, 107, 134, 142, and 193.
- (2) Permanent elimination of a total of eight trips on Route 23, one trip on Route 82, two trips on Route 86 due to underutilization or redundancy with similarly timed trips.
- (3) Minor improvements to Routes 1, 26, 30, 51, 81, 93, and 138, mostly in the form of additional weekend or evening trips.
- (4) A minor adjustment to the routing of Route 33.
- (5) Finalization of required approvals to make permanent midday service on Route 177 (funded by the City of Rancho Cordova).
- (6) Authorization to proceed with plans for a new commuter express Route E37 from Elk Grove to the UC Davis Medical Center.
- (7) A minor extension to Route E110.

This plan was approved by the SacRT Board, but the service restoration and minor improvements (Items 1 and 3) were never implemented, because hiring and training of new bus operators over Summer 2022 was not sufficient to alleviate the operator shortage.

Under SacRT policy, the suspensions in effect on Routes 81, 107, 134, 142, and 193 must end in April 2022, at the end of their 12-month temporary period, unless the Board takes action to continue suspension. In other words, service must be restored on those five routes, unless there is Board action.

Proposed Changes

Proposal – SacRT is proposing to keep in place all suspensions currently in effect.

Fiscal Impact – There is no fiscal impact from the proposed action.

Justification – Although SacRT’s financial position has been much improved over the past years, without the passage of a new local measure, with significant Smart Ride funding ending on June 30, 2023, with one-time stimulus funding coming to an end over the next two years, and with operator availability continuing to be insufficient for expansion, Staff believes that service levels should remain at current levels.

Alternatives - To restore all five routes to full service would increase annual operating cost by approximately \$2.0 million. Staff also evaluated an alternative plan where service would be fully restored on Routes 81 and 142, partly restored on Route 193, and kept as-is on Routes 107 and 134. That plan would have increased annual operating cost by approximately \$1.67 million.

Equity – As shown in Part II, the Title VI service equity analysis, there are no likely disparate impacts to minority populations nor disproportionate burdens to low-income populations from making these suspensions permanent. Route 81 is the only of the five routes with above average minority and low-income ridership. The adverse effects of keeping Route 81 partially suspended are offset by Route 142. Route 142 has a very low fraction of minority and low-income riders, so keeping it partially suspended offsets what would otherwise be adverse effects from keeping Route 81 suspended.

Suspended Routes

#81 Florin

Proposal - Normal weekday service levels for Route 81 are every 30 minutes on 65th Street and every 15 minutes on Florin Road. Currently, frequency on Florin Road has been reduced to only every 30 minutes during the mid-morning period. Staff recommends keeping the current service level.

Fiscal Impact – Fully restoring service on Route 81 would add approximately 22.2 revenue hours of service per day, on weekdays only, at a cost of approximately \$700,000 per year. It does not require any additional peak buses, but would require approximately four additional operators (three in service each day, plus one spare operator to cover absences).

Equity – Route 81 is above average for both minority and low-income ridership and traverses several disadvantaged communities along Florin Road. Keeping Route 81 suspended is not favorable from a Title VI standpoint, but the effects are offset by keeping Route 142 partially suspended, as shown in Part II.

Justification – Although it serves a disadvantaged community, and although frequent service is desirable and valuable on a major corridor such as Florin Road, Staff believes the frequency reduction on Route 81 has been an effective and minimally impactful way to significantly reduce cost and operator requirement. Staff reviewed data on passenger loads and spoke with field supervisors and concluded that some buses have heavy loads around morning school trips, but there have been few if any cases of full buses. The times around which the passenger loads are heavy are also times when there happen to be 15-minute headways, so in the event of a full bus, the wait is not a full 30 minutes. Apart from school times, passenger loads have not approached capacity.

#107 South Land Park Express

Proposal – Staff recommends continued suspension of all three morning trips (6:09, 6:39, and 7:09 am) and all three afternoon trips (4:15, 4:45, and 5:15 pm) on Route 107.

Justification - Ridership recovery from the pandemic has been poorest on commuter routes such as Route 107. Prior to suspension in April 2022, the six trips on Route 107 were averaging just 3 boardings each.

Equity - Riders on Route 107 are disproportionately higher-income and are more likely to own a car, less likely to be reliant on transit, and possibly more likely to be able to work from home. While restoration of Route 107 might help achieve environmental benefits by reducing automobile commuting, it is less likely to achieve equity goals of prioritizing service to disadvantaged communities.

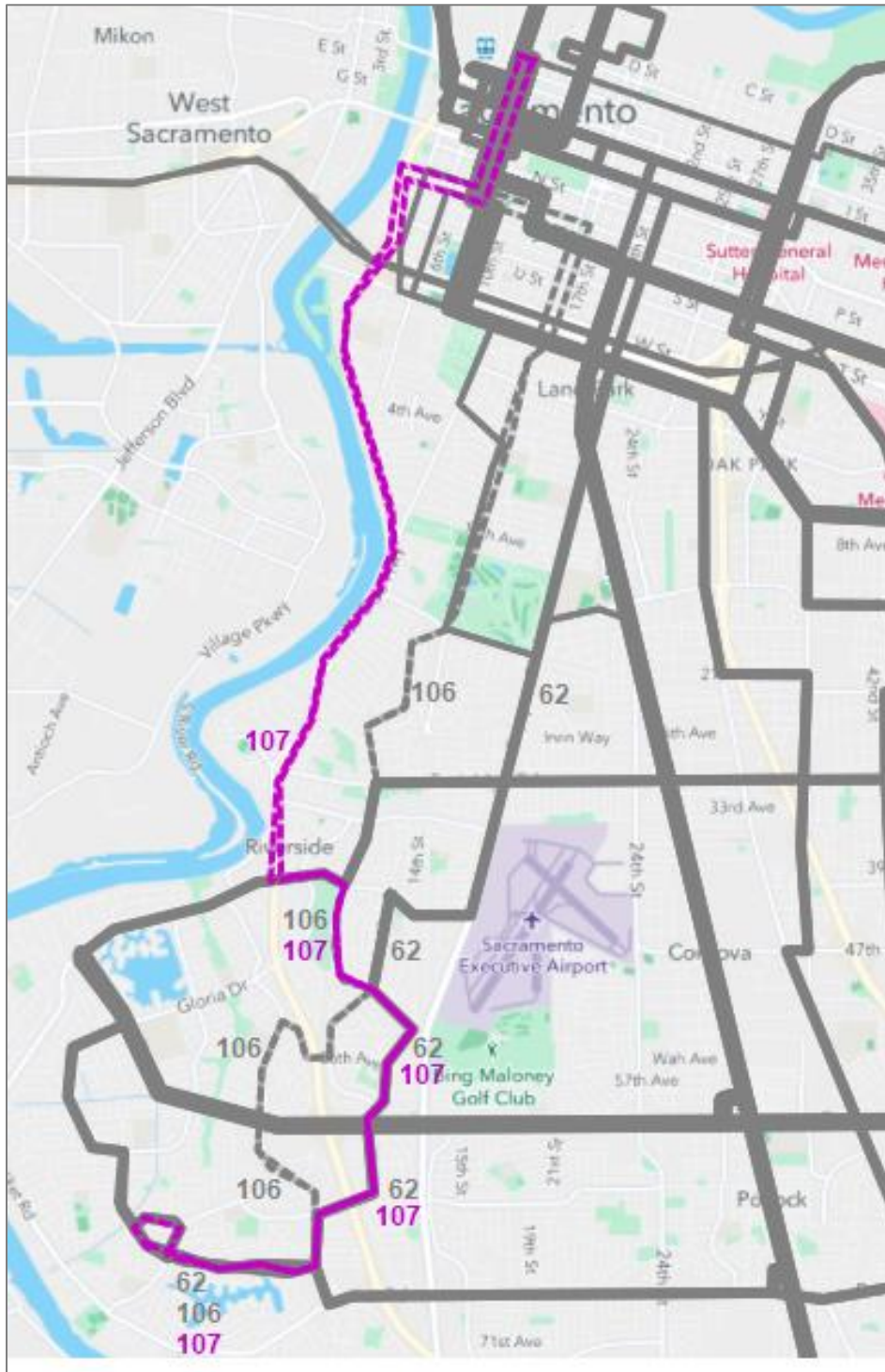
Alternatives - Route 62 already has departures from the same starting point (Pocket Transit Center) at 6:11, 6:41, and 7:11 am and from downtown at 4:10, 4:40, and 5:10 pm; the two routes serve almost the exact same bus stops. Route 106 also has departures from Pocket Transit Center at 7:13 am and from downtown at 4:07 and 5:07 pm and covers many of the same stops as Route 107, including the few stops on Route 107 that are not covered by Route 62.

The main purpose of Route 107 was to offer a faster, more direct non-stop express route to downtown than Route 62, by picking up riders only in Pocket/Greenhaven, then bypassing Land Park via Interstate 5. This was justified before the pandemic, when the Pocket/Greenhaven area alone generated enough commuters to fill a bus, and there was sufficient demand to fill an entire bus in Pocket/Greenhaven and then express it to downtown via the freeway. With COVID-related changes to commute patterns, that is no longer the case.

Ridership on the 6:11, 6:41, and 7:11 am Route 62 trips to downtown averages 4, 13, and 14. If or when ridership begins to exceed 20 to 25 passengers on these trips, then Staff recommends revisiting the restoration of Route 107 service, especially if those riders are largely from the Pocket/Greenhaven segment of the route.

Fiscal Impact – No changes are being proposed to Route 107 at this time. If it was fully restored, Route 107 would amount to only 3.1 revenue hours per day; however, restoring it could increase SacRT's vehicle requirement by up to three buses and require up to six additional operators.

#107 South Land Park Express



#134 McKinley Commuter

Proposal – Staff recommends continuing existing suspensions on Route 134. Full service for the route includes three morning trips (beginning at 6:03, 7:03, and 8:03 am) and four afternoon trips (beginning at 2:30, 3:20, 4:20, and 5:20 pm). Currently, only the 7:03 am and 2:30 pm trips are being operated.

Justification – The 7:03 am and 2:30 pm trips are averaging 25 and 18 boardings per day, respectively, and are used primarily by Sutter Middle School students. The remaining trips, which are currently suspended, serve downtown commuters and were averaging only 4 daily riders per trip before suspension in April 2022.

Equity - Route 134 has the lowest percent of low-income riders in the SacRT system. The route primarily serves East Sacramento, which is a higher-income community, so riders are more likely to own a car, less likely to rely on transit, and possibly more likely to be able to work from home. While restoration of Route 134 might help achieve environmental benefits by reducing automobile commuting, it is less likely to benefit disadvantaged communities.

Alternatives - Route 30 is not as convenient for Route 134 riders but may be a viable alternative for at least some Route 134 riders.

Fiscal Impact – No changes are being proposed to Route 134 at this time, but if it was fully restored, the five additional trips on Route 134 would add 4.0 revenue hours per day to the schedule. SacRT's vehicle requirement would likely increase by zero to two buses. SacRT's operator requirement would likely increase by three operators.

#134 McKinley Commuter



#142 Airport

Proposal – Currently, Route 142 is operating once an hour. Prior to April 2022, the service was operating at 30-minute frequency all day, from approximately 4:45 am to 11:29 pm. Staff recommends keeping the current service levels.

Fiscal Impact – Fully restoring service on Route 142 would add approximately 18.5 revenue hours of service per day, seven days a week, at a cost of approximately \$840,000 per year. It would increase the daily vehicle requirement by one bus and increase the operator requirement by an estimated five operators (four to cover the daily work, plus one spare operator to cover absences).

Equity – Ridership on Route 142 does not tend to be from disadvantaged populations. Keeping Route 142 partially suspended is important as long as Route 81 is also suspended, because it offsets would otherwise be potential disproportionate burdens on low-income populations, as shown in Part II.

Justification – Although Route 142 enjoys considerable public support and is the first or only interaction many Sacramento residents and visitors have with SacRT, Staff believes the frequency reduction on Route 142 has been an effective and minimally impactful way to significantly reduce cost and operator requirement. Although 30 minutes is a more useful frequency for an airport bus, airport travelers tend to be higher income, with other options for getting to/from the airport. An hourly airport bus, while not ideal, provides a basic link for persons for whom parking or taking a taxi or ride share to the airport is cost prohibitive. Route 142 is also not a strong performer financially for SacRT, with a cost per passenger of approximately \$21 (approximately double the average for SacRT Bus overall).

Schedule Adjustments – Earlier in 2022, Yolobus altered the schedule of its Route 42 (its bus to the airport) in a way that has been less useful in tandem with Route 142. Previously, Routes 42 and 142 were both on uniform hourly headways, and trips were slotted evenly between one another to achieve even 30-minute headways between the two routes. In Fall 2022, Yolobus redesigned Route 42 to run more frequently during busy times, and less frequently during off-hours. This has resulted in uneven spacing between Routes 42 and 142, with some buses often just a few minutes apart. With the Route 42 schedule no longer adhering to uniform frequency, it is not possible for an hourly Route 142 to slot evenly between the Route 42; however, Staff will work with Yolobus, and if any revisions to its schedule for Route 42 are considered, Staff will endeavor to coordinate schedules as best as possible.

#193 Auburn Commuter

Proposal – Normal service levels on Route 193 are four morning trips and four afternoon trips between Citrus Heights and the Watt/I-80 light rail station, running non-stop on the freeway from Greenback Lane. Currently, all eight trips are suspended. Staff recommends keeping existing service levels in place as-is.

Fiscal Impact – Restoring all eight trips on Route 193 would add approximately 2.9 revenue hours of service per day, on weekdays, at a cost of approximately \$180,000 per year. It would increase the daily vehicle requirement by at least two buses and increase the operator requirement by an estimated four operators.

Justification – Prior to suspension, ridership on the suspended trips averaged only 3 daily boardings each.

Equity – Ridership on Route 193 is only 25.0 percent minority and only 12.5 percent low-income, both of which are well below SacRT's systemwide average. The low fraction of low-income riders suggests that Route 193 riders are more likely to own a car, less likely to rely on transit, and possibly more able to work from home.

Summary

SacRT is proposing to keep in place all suspensions currently in effect. To restore all five routes to full service would increase annual operating cost by approximately \$2.0 million. An affirmative action of the Board is required to continue these suspensions beyond April 2, 2023, as recommended in this plan. Prior to taking such an action, SacRT must prepare a Title VI analysis (Part II of this report), make it available for 30-day public review, and collect and consider public comments on the plan and the analysis. This report is planned for public release on December 16, 2022. Staff intends to present a revised final version of this plan to the SacRT Board at its regular meeting of January 23, 2023.

Part II

**Title VI
Service Equity Analysis**

Purpose of Title VI Analysis

Pursuant to SacRT's major service change policy and in accordance with federal Title VI civil rights requirements on non-discrimination, the purpose of this analysis is to quantitatively assess proposed service changes, identify and document whether the proposed changes would facially result in potential disparate impacts on minority populations or disproportionate burdens on low-income populations (DI/DB) and determine whether SacRT may proceed with the changes.¹

Proposed Changes

Continuation of Suspensions – Routes 81, 107, 134, 142, and 193 had partial or entire suspensions of service beginning on April 3, 2022. Several other routes also had partial suspensions at that time, which were made permanent by the SacRT Board on May 9, 2022; however, the service reductions implemented on these five routes were never approved, other than on a temporary twelve-month basis, beginning April 3, 2022.² SacRT is proposing to continue these suspensions indefinitely, beyond April 2, 2023, in the hopes of restoring them at a future date. To continue the service reductions beyond April 2, 2023, as proposed, this Title VI analysis is required.

Public Review

SacRT policy requires Title VI analyses be made available for a 30-day public review and comment period, that the SacRT Board of Directors and staff review public comments and take them into consideration, and that the SacRT Board of Directors approve a final equity analysis prior to adoption of major service changes.

A draft analysis was made available on sacrt.com for public comment from December 16, 2022 through January 16, 2023. All comments have been included in the agenda item for this final report, for presentation to the SacRT Board on January 23, 2023.

Definitions

Minority Definition - FTA defines a minority person as anyone who is American Indian or Alaska Native, Asian, Black, or African American, Hispanic or Latino, or Native Hawaiian or other Pacific Islander, or mixed race.

¹ SacRT's major service change policy is stated in Resolution No. 13-08-0125. The Federal Transit Administration's (FTA's) guidance related to Title VI of the Civil Rights Act of 1964 and Executive Order 12898 is specified in FTA Circular 4702.1B.

² On May 9, 2022, the SacRT Board approved a plan to fully restore service on those routes, effective September 2022; however, that plan was not implemented, due to SacRT's operator shortage unexpectedly remaining severe into Fall 2022.

Low-Income Definition - FTA defines a low-income person as a person whose household income is at or below the U.S. Department of Health and Human Services (HHS) poverty guidelines. The HHS definition varies by year and household size. SacRT surveys typically ask about household income as a multiple-choice question with several ranges. SacRT treats all responses of \$25,000 or less as low-income. This approximates HHS guidelines and is a reasonable way to compare poverty rates from one route to another. ³

Baseline Data

Census Data – Based on Census data, the SacRT service area is 59 percent minority and 15 percent low-income.⁴ This data is presented for the sake of context; however, transit riders make up a small, non-representative fraction of the overall population, so service area statistics are not directly relevant to most Title VI service or fare equity analyses. Minority and low-income areas are shown on the maps on the following two pages.

Passenger Surveys – SacRT customers are estimated to be 69.0 percent minority and 53.0 percent low-income. Systemwide customer demographics are from a 2013 passenger survey, which was the most recent complete passenger demographic survey. An update was in progress in 2020, was interrupted by the COVID-19 pandemic, and was recently resumed; however, completion is not expected until January 2023. For most individual bus routes, passenger survey data from 2015 and 2020 exists and was used to provide more up-to-date statistics, where possible.

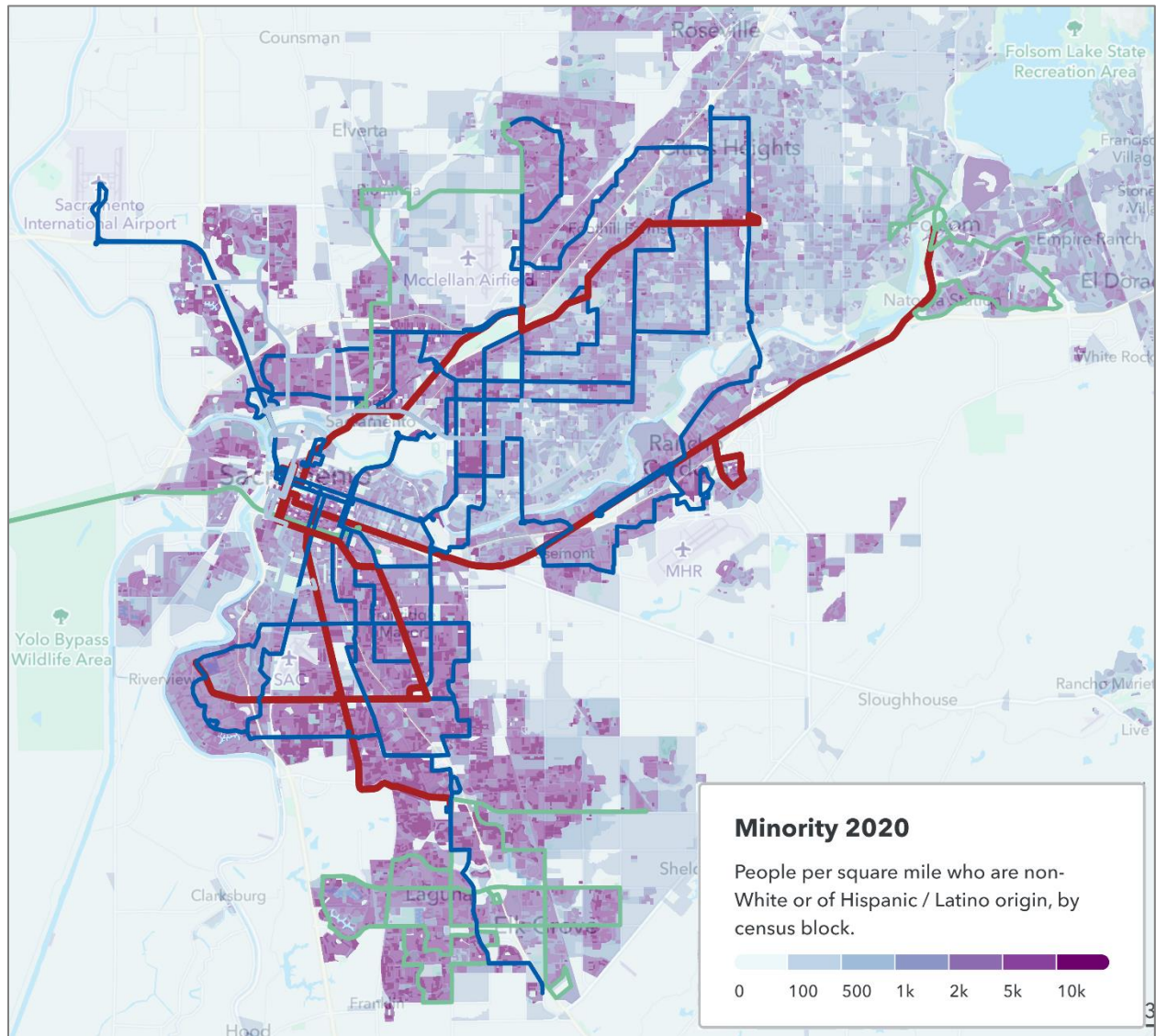
Existing SacRT Demographics

	Service Area	Actual Customers
Minority	59%	69.0%
Low-Income	15%	53.0%
Source:	2020 Census	2013 Passenger Surveys

³ For 2022, the poverty threshold is \$27,750 for a family of four in the 48 contiguous states.

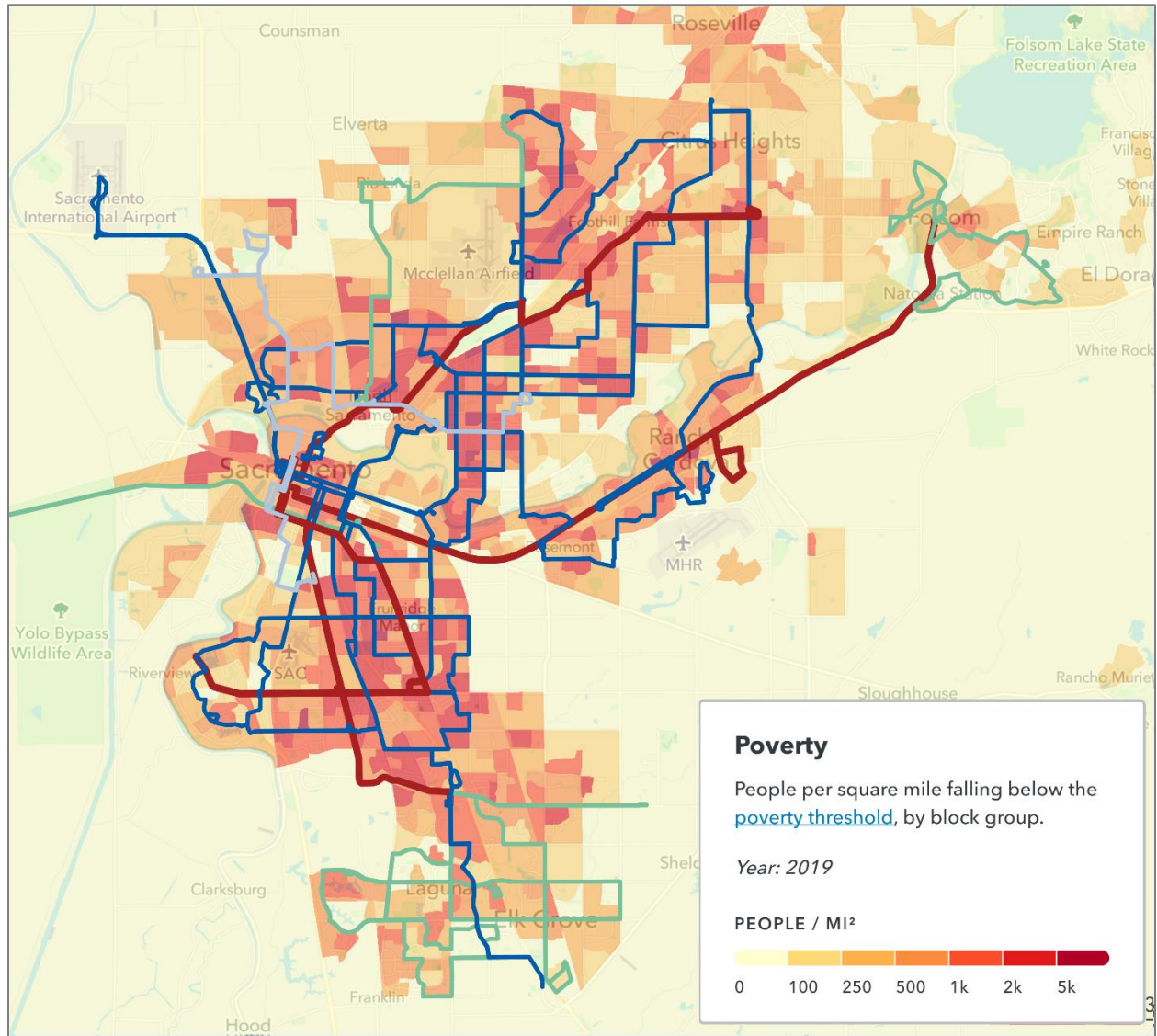
⁴ Computed in Remix software platform based on Census 2020 data and reflecting SacRT’s annexed service area, effective July 1, 2022, following Elk Grove’s annexation into the SacRT district.

Minority Population Density



Source: 2020 Census, prepared using Remix software

Low-Income Population Density



Source: 2019 American Community Survey, prepared using Remix software

Minority/Low-Income Routes – Passenger surveys are also used to estimate the minority and low-income splits of ridership for each route. Routes serving more than 69.0 percent minority riders are considered minority routes. Routes serving more than 53.0 percent low-income riders are considered low-income routes.

Revenue Miles – Level of service is measured in revenue miles throughout this analysis. In other words, if changes are proposed on two different routes, revenue miles are used to weigh the magnitude of the two changes. Revenue miles are preferred for this analysis over revenue hours, because they better account for quality of service (i.e., they give greater relative weight to higher-speed services such as freeway express routes).⁵

Demographics of Affected Routes

Route	Name	Percent Minority	Percent Low Income	Minority	Low-Income
81	Florin	74.6%	62.9%	Yes	Yes
107	Land Park Express	62.5%	11.1%	No	No
134	McKinley Commuter	43.8%	0.0%	No	No
142	Airport	66.7%	21.1%	No	No
193	Auburn Commuter	25.0%	12.5%	No	No
	SacRT System	69.0%	53.0%		

⁵ One revenue mile represents a bus in revenue service for one mile. Revenue hours represent a bus in revenue service for one hour. Revenue hours are a common transit industry proxy for operating cost.

Minority Results

SacRT is proposing to make permanent complete or partial suspensions on five routes, amounting to a reduction of 272,280 revenue miles per year. Approximately 64.5 percent of the reduction would affect minority populations; however, minority riders make up approximately 69.0 percent of SacRT’s ridership, so minority populations would bear slightly less than their share of the burden.

Since Route 81 is a minority route and makes up approximately 22 percent of the reduction, it is important that the other four routes—none of which are minority routes—are included in the proposal.

Conclusion - There would not be a disparate impact to minority populations from the proposed changes.

Route	Names	Percent Minority	Change in Revenue Miles	Minority Revenue Miles	Non-Minority Revenue Miles
81	Florin	74.6%	-61,039	-45,535	-15,504
107	Land Park Express	62.5%	-15,850	-9,906	-5,944
134	McKinley Commuter	43.8%	-11,441	-5,011	-6,430
142	Airport	66.7%	-165,947	-110,687	-55,260
193	Auburn Commuter	25.0%	-18,004	-4,501	-13,503
All Changes		64.5%	-272,280	-175,640	-96,640
SacRT System		69.0%			

Low-Income Results

SacRT is proposing to make permanent complete or partial suspensions on five routes, amounting to a reduction of 272,280 revenue miles per year. Approximately 28.4 percent of the reduction would affect low-income populations. This is significantly below SacRT’s systemwide average of 53.0 percent low-income riders, so low-income populations would bear considerably less than their share of the burden.

Route 81 riders are 62.9 percent low-income, and Route 81 makes up 22 percent of the reduction, but this adverse effect on low-income populations is more than offset by Route 142, which makes up 60 percent of the reduction and has ridership that is only 21.1 percent low-income.

Conclusion - There would not be a disproportionate burden to low-income populations from the proposed changes.

Low-Income Results

Route	Name	Percent Low-Income	Change in Revenue Miles	Low-Income Revenue Miles	Non-Low-Income Revenue Miles
81	Florin	62.9%	-61,039	-38,393	-22,645
107	Land Park Express	11.1%	-15,850	-1,759	-14,090
134	McKinley Commuter	0.0%	-11,441	0	-11,441
142	Airport	21.1%	-165,947	-35,015	-130,932
193	Auburn Commuter	12.5%	-18,004	-2,250	-15,753
All Changes		28.4%	-272,280	-77,418	-194,862
SacRT System		53.0%			

Summary

In April 2022, SacRT implemented complete or partial reductions in service on several bus routes without public review or a Title VI equity analysis, on a temporary basis of no more than twelve months. In May 2022, the SacRT Board approved a publicly reviewed Title VI analysis of a plan to restore service on several of those routes and to make minor reductions on several of those routes permanent; however, five of the routes (Routes 81, 107, 134, 142, and 193) planned to be restored to full service in September 2022 were not actually changed at that time. Instead, they remained fully or partially suspended. SacRT is now considering extending the existing service reductions on these routes beyond the original twelve-month period indefinitely. Based on this Title VI service equity analysis, the proposed action would be unlikely to result in a disparate impact to minority populations or a disproportionate burden to low-income populations.

Next Steps – A draft version of this Title VI service equity analysis was made available for a 30-day public review and comment period beginning on December 16, 2022. This revised and final equity analysis, as well as all public comments, are hereby presented to the SacRT Board of Directors at its regular meeting January 23, 2023. Staff recommends that the SacRT Board review and consider the comments, accept and approve the final service equity analysis, and adopt the service changes.

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Shelly Valenton, Deputy General Manager/CEO
SUBJ: DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO APPROVE AND EXECUTE INFORMATION TECHNOLOGY PROCUREMENT CONTRACTS OVER \$150,000 FOR THE CONNECT CARD FIREWALL AND WI-FI REPLACEMENT AND IMPROVEMENTS PROJECT

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

The proposed Resolution will allow the General Manager/CEO to enter into contracts over \$150,000 to purchase information technology goods and services to the extent necessary and as needed for the Connect Card Firewall and Wi-Fi Replacement and Improvements Project.

FISCAL IMPACT

The fiscal impact is dependent on the products and services purchased, although some level of savings is expected due to government discounts for hardware, software, and services. The independent cost estimate for network infrastructure products, licensing, and professional services to complete the Connect Card Firewall and Wi-Fi Replacement and Improvements Project is approximately \$821,979.

Staff anticipates that the Connect Card Firewall and Wi-Fi Replacement and Improvements Project will be funded by the Sacramento Area Council of Governments (SACOG), on a reimbursable basis, through a subrecipient agreement. If that funding expires prior to completion of the project, the contracts authorized under this delegation would need to be funded from an alternative source.

DISCUSSION

SacRT is currently in the process of formally taking over all aspects of managing the Connect Card Project from SACOG. As part of that process, the Connect Card Firewall and Wi-Fi Replacement and Improvements Project will be funded by SACOG on a reimbursable basis through a subrecipient agreement.

SACOG has been awarded Proposition 1B - Public Transportation, Modernization, Improvement and Service Enhancement Account (“PTMISEA”) funds administered through the California Department of Transportation (“Caltrans”), to implement capital transit projects and has proposed to provide those funds to SacRT through a subrecipient agreement for this project.

This project will replace Connect Card firewalls as needed based on its lifespan. Firewalls are the first line of defense against cyberattacks and are a core component in all cybersecurity programs. Their use is fundamental in protecting organizations against threats. In many instances, firewalls are required for compliance to mandates like the Payment Card Industry Data Security Standard (PCI DSS). In addition, this project will also replace Wi-Fi and communications equipment to further enhance the protection of the Connect Card network.

The subrecipient agreement has been finalized and is in the process of being signed by SacRT and SACOG. The SACOG funding expires June 30, 2023 leaving SacRT with a short timeframe within which to complete the project. Only products received and services delivered and invoiced by June 30, 2023, are eligible for reimbursement. However, the subrecipient agreement does not require completion of the project by June 30, 2023 and any portion of the work completed by June 30th will be eligible for reimbursement. All work and equipment that remains outstanding on June 30th will have to be completed using a different funding source.

Due to the short five-month time frame and world-wide supply chain shortages, waiting to seek Board approval to execute information technology product and service-related procurement contracts after the subrecipient agreement is executed could delay the project, decrease SacRT’s ability to complete project tasks, and ultimately reduce the reimbursement available to SacRT from SACOG.

In the event that not all products and services have been completed by the June 30, 2023, deadline, an alternate funding source within the Connect Card capital budget will be used to complete any outstanding items.

RESOLUTION NO. 2023-01-009

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

January 23, 2023

DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO APPROVE AND EXECUTE INFORMATION TECHNOLOGY PROCUREMENT CONTRACTS OVER \$150,000 FOR THE CONNECT CARD FIREWALL AND WI-FI REPLACEMENT AND IMPROVEMENTS PROJECT

WHEREAS, SACOG has been awarded Proposition 1B - Public Transportation, Modernization, Improvement and Service Enhancement Account (“PTMISEA”) funds administered through the California Department of Transportation (“Caltrans”), to implement capital transit projects; and

WHEREAS, SacRT and SACOG are in the process of entering into a subrecipient agreement to provide SacRT with funding, on a reimbursable basis, for the Connect Card Firewall & Wi-Fi Replacement and Improvements Project (“Project”) and

WHEREAS, due to the pending grant expiration dates and supply chain shortages, it is critical to move quickly with the procurements needed to complete the Project.

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

THAT, authority is hereby delegated to the General Manager/CEO to approve Procurement contracts that would otherwise be in excess of his monetary authority, as set forth in the Procurement Ordinance (2022-12-001), up to a maximum aggregate total of \$821,979, for information technology-related Procurement actions as reasonable and necessary for the Connect Card Firewall and Wi-Fi Replacement and Improvements Project.

THAT, any contract entered into pursuant to this delegation of authority must be otherwise consistent with the requirements of the Procurement Ordinance.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Lawrence Chiu, VP, Finance/CFO
SUBJ: THIRD AMENDMENT TO THE FY23 CAPITAL BUDGET

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approval of the Third Amendment increasing the FY23 Capital Budget by \$7,054,644 for new capital project requests approved by the Capital Program Committee.

FISCAL IMPACT

The original FY23 Capital Budget was \$1,190,765,955. This First Amendment increased the Capital Budget by \$888,579, the Second Amendment increased the budget by \$4,588,571, and the Third Amendment increases the budget by \$7,054,644, bringing the total of the amended FY23 Capital Budget to \$1,203,297,749.

Original FY23 Capital Budget	\$ 1,190,765,955
Amendment 1	\$ 888,579
Amendment 2	\$ 4,588,571
Amendment 3	\$ <u>7,054,644</u>
Revised FY23 Capital Budget	\$ 1,203,297,749

DISCUSSION

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

- **Bus Maintenance Wi-Fi Upgrade - \$299,267.** Bus Maintenance heavily relies on Wi-Fi in the maintenance of the bus fleet. This includes diagnostics and troubleshooting of issues, as well as preventative bus maintenance. Staff utilize ruggedized laptops connected via an antiquated wi-fi system to communicate to instruments onboard buses. Connectivity between the laptops and the existing wi-fi system is poor and can take up to 30 minutes to connect. The poor connectivity and slow speeds cause delays in assessing potential issues with the vehicle. Error codes and bus performance data are extracted from the bus and used to determine servicing and maintenance needs. Upgrading the wi-fi system in the bus maintenance facility will provide mechanics with more reliable and consistent performance from their equipment. It will also allow maintenance staff to work more efficiently given the slow speed of the existing system. This project will deliver one new Intermediate Distribution Frame (IDF), upgrade two existing IDFs, replace existing wireless access points, and install a new fiber run to the building.
- **Gold Line Starter Track Tie Replacement - \$5,000,000.** This project proposes to replace Gold Line starter track ties along 2.55 miles from College Greens to 34th Street Grade crossing that are beyond their useful life. Scope includes replacing track ties in that section to remove damaged ties. Approximately 10,776 track ties need to be replaced along the 2.55 miles.
- **Stockton Blvd. Corridor Project Support - \$910,000.** This project is to support a City of Sacramento and Sacramento County-led public works project on the 6.5-mile Stockton Blvd corridor from Alhambra Blvd to Florin Road, from planning to construction, which is expected to take 8 years overall. The first phase of the project will encompass Project Approvals and Environmental Design (PA&ED). As of October 2022, Sacramento County is preparing a grant application to SACOG's Transformative program to complete funding for the initial phase. SacRT expects to receive grant funding to provide support for the first phase. As previously noted, the total time for project completion is 8 years with SacRT expected to provide support in some capacity throughout the life of the project. Staff currently estimates that SacRT's total contribution to the project over the 8 year life span is approximately \$910,000.
- **Meadowview Station Transit Oriented Neighborhood - \$300,000.** This project will facilitate a community-driven Master Plan for joint development of the Meadowview Station Transit Oriented Neighborhood, which will include affordable housing, community services, parks, and transit uses. The team will then identify the utility needs and community benefits to support the future neighborhood, compile an infrastructure finance plan and economic analysis to ensure the Master Plan is market feasible. The plan will identify space and utility needs for zero-emission multi-modal services. After development of the Master Plan, the project team will perform a traffic study and model VMT to assist in maximizing benefits as well as provide information for the future developer's CEQA review.

- **Construction Trailer at Iron Point Parking - \$92,000.** This project is to lease and install the construction trailer at Iron Point parking lot for 12 months during the Bus Bridge for Folsom 15-minute service construction.
- **1225 R Street Upgrades - \$32,000.** This project will complete the 1225 R Street upgrades. Expected activities include flooring installation, upgrades to storage/common areas, and additional security cameras.
- **7th and Capitol Light Rail Station (LRS) Electrical Repairs - \$85,000.** SacRT staff is seeking funding for the electrical service repair needed at the 7th and Capitol LRS. Previously SacRT lost power to the electrical service panel for the 7th & Capitol Light Rail Station. SacRT's Facilities Department immediately placed a generator to provide temporary power for lighting at the station. Since the loss of power, SacRT has been using an on-site generator which that can only maintain station lighting for passenger safety. All other devices, including fare vending machines, smart card tap devices, dynamic message signs, public speakers, and cameras remain out of service, impairing SacRT's ability to provide essential public services at the station.
- **Emergency OCS Repair (LR State of Good Repair) - \$200,000.** This project will complete a catenary pole change-out. A pole on the mainline was damaged due to an insulator failure and needs to be changed-out. SacRT plans to contract the work to a third party.
- **SacRT Bridge Asset Maintenance and Rehabilitation - \$136,377.** SacRT has requested Mark Thomas provide engineering services under the 2020 General Engineering Support Services (GESS) Contract, to prepare plans, specifications, and estimate for required asset maintenance and rehabilitation on 12 Light Rail bridges. The Consultant will also provide environmental clearance and regulatory permitting to complete this work.

RESOLUTION NO. 2023-01-010

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

January 23, 2023

THIRD AMENDMENT TO THE FY23 CAPITAL BUDGET

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

THAT, the Board hereby approves the Third Amendment to the Fiscal Year 2023 Capital Budget as set out in Exhibit A, increasing the total Capital Budget to \$1,203,297,749.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

Exhibit A

3rd Amendment to FY23 Capital Budget

Project Name	FY 23 Capital Budget Amendment 3 Amount	Amendment Justification
Bus Maintenance WiFi Upgrade	\$299,267	Project not included in FY23 Capital Budget
Gold Line Starter Track Tie Replacement	\$5,000,000	Project not included in FY23 Capital Budget
Stockton Blvd. Corridor Project Support	\$910,000	Project not included in FY23 Capital Budget
Meadowview Station Transit Oriented Neighborhood	\$300,000	Project not included in FY23 Capital Budget
Construction Trailer at Iron Point Parking	\$92,000	Project not included in FY23 Capital Budget
1225 R Street Upgrade	\$32,000	\$32,000 not included in FY23 Capital Budget
7th & Capitol Light Rail Station Electrical Repairs	\$85,000	Project not included in FY23 Capital Budget
Emergency OCS Repair (LR State of Good Repair)	\$200,000	Project not included in FY23 Capital Budget
SacRT Bridge Asset Maintenance and Rehabilitation	\$136,377	\$136,377 not included in FY23 Capital Budget
FY 23 Capital Budget Amendment 3	\$7,054,644	

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Carmen Alba, VP, Bus Operations
SUBJ: DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO
TO PURCHASE CUTAWAY BUSES FOR SACRT GO
PARATRANSIT SERVICE.

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

The SacRT General Manager/CEO will be authorized to enter into contracts to allow for the replacement of cutaways in the SacRT GO Paratransit Services fleet, subject to funding availability and compliance with SacRT procurement requirements.

FISCAL IMPACT

The purchase of a portion of the needed cutaway vehicles is included in the FY23 Capital Budget. Staff has secured funding for the purchase of 16 vehicles at this time, estimated to cost \$2,533,574. Additional buses may be purchased if further funding is identified.

DISCUSSION

On June 28, 2020, SacRT assumed direct responsibility for the provision of complementary paratransit service, which was previously provided through a contract with Paratransit, Inc. and SacRT renamed the service SacRT GO Paratransit Services. SacRT had purchased and leased to Paratransit, Inc. 2010/2011 Ford E-450 Allstar cutaway vehicles, 40 of which Paratransit, Inc. returned after termination of the service contract and lease. SacRT also purchased 80 new cutaway vehicles to replace the remainder of the 2010/2011 vehicles.

As of December 2022, the 40 vehicles returned from Paratransit Inc., have an average of 205,000 miles per vehicle and are well beyond the minimum 5-year service life specified by the FTA. SacRT GO Paratransit Service is vital to SacRT riders and the community; therefore the fleet's reliability is crucial. Replacing the current aging fleet with 2023 Class C Ford E-450 Full Size gasoline-powered Allstar cutaways will allow increased dependability and improved on-time performance for the SacRT GO service.

Currently funding is available to replace up to 16 vehicles from the aging fleet. Staff is working to secure additional funding for future purchases to replace the remaining 24 of 40 2010/2011 Ford E-450 Cutaways. At this time, Staff has determined that it is in SacRT's best interest to continue with gasoline-powered vehicles for this service and that Ford E-450 Cutaways are the preferred vehicle. Due to a shortage of Ford chassis for these vehicles, it is critical to timely execute purchase contracts to ensure that SacRT receives replacement vehicles at the earliest opportunity. Approving this delegation of authority to the General Manager/CEO will allow for the process to be expedited. Any purchase using this delegation will be subject to the requirements of the Procurement Ordinance and funding availability.

RESOLUTION NO. 2023-01-011

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

January 23, 2023

DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO PURCHASE CUTAWAY BUSES FOR SACRT GO PARATRANSIT SERVICE.

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

THAT, authority is hereby delegated to the General Manager/CEO to approve Procurement contracts that would otherwise be in excess of his monetary authority, as set forth in the Procurement Ordinance (2022-12-001), subject to funding availability, for the purchase of Ford F-450 cutaway vehicles for SacRT GO Paratransit Service.

THAT, any contract entered into pursuant to this delegation of authority must be otherwise consistent with the requirements of the Procurement Ordinance.

THAT, this delegation of authority will expire, without further action by the Board, as of July 22, 2024.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

Agenda Item 3.1

INTRODUCTION OF SPECIAL GUEST

Gold Standard Award for Security
U.S. Department of Homeland Security

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Tabetha Smith, Clerk to the Board
SUBJ: CHAIR AND VICE CHAIR FOR THE SACRAMENTO REGIONAL
TRANSIT BOARD OF DIRECTORS FOR 2023

RECOMMENDATION

Motion to Approve.

RESULT OF RECOMMENDED ACTION

Provides for the selection of the Chair and Vice Chair for Calendar Year 2023.

FISCAL IMPACT

None as a result of this action.

DISCUSSION

SacRT's Enabling Act provides for the election of the Chair and Vice Chair at the first meeting in January of each year. Selection is done by a majority vote of the members of the Board.

On December 12, 2022, the SacRT Board of Directors adopted an intent motion to nominate Vice Chair Patrick Kennedy as Chair, and Director Rick Jennings as Vice Chair of the SacRT Board of Directors for Calendar Year 2023.

At this time, the Board is being asked to formally nominate and elect the Chair and Vice Chair of the SacRT Board of Directors for Calendar Year 2023.

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Tabetha Smith, Clerk to the Board & Shelly Valenton, Deputy General Manager/CEO
SUBJ: APPOINTMENTS TO BOARDS AND COMMITTEES

RECOMMENDATION

Motion to Approve, and Chair Appointments to Boards and Committees.

RESULT OF RECOMMENDED ACTION

Allows for the continued flow of information between SacRT and other jurisdictions.

- A. Motion: Appointing Two Board Members and One Alternate Board Member to the Capitol Corridor Joint Powers Authority; and
- B. Motion: Appointing One Alternate Board Member to the Sacramento-Placerville Transportation Corridor Joint Powers Authority; and
- C. Motion: Appointing One Board Member and One Alternate Board Member to the San Joaquin Joint Powers Authority; and
- D. Motion: Appointing One Board member to the San Joaquin Regional Rail Commission Stations/Development Committee; and
- E. Chair Appointment: Appointing Three Board Members to the Ad Hoc Real Estate Committee; and
- F. Chair Appointment: Appointing Four Board Members to the Ad Hoc Board Composition and Voting Structure Subcommittee

FISCAL IMPACT

None as a result of these actions.

DISCUSSION

Capitol Corridor Joint Powers Authority (CCJPA)

The CCJPA is a partnership formed among six local transportation agencies for the purpose of administering and managing the operation of the Capital Corridor Rail Service as part of the California intercity passenger rail system. The Board normally meets on the third Wednesday of February, April, June, September, and November in the morning in various locations. Chair Miller (retired) and Director Harris (retired) served as members last year and Vice Chair Kennedy and Director Howell serve as alternates members on the CCJPA Board. SacRT Board members, or their jurisdiction, who serve on this Board are compensated at a rate of \$100 per meeting, plus applicable expenses. There are no term limits on this Board.

To fill the vacant positions, the Board needs to appoint two members and one alternate to serve on the CCJPA.

Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTCJPA)

The SPTCJPA was formed to serve the mutual interest of member agencies to preserve the Southern Pacific Placerville Railroad right of way as a transportation corridor. Director Budge currently serves as the Representative and Director Nottoli (retired) was alternate on this Authority. There are no term limits to this appointment. The JPA Agreement requires that “one director and one alternate shall be current members of the District Board of Directors.” This Authority meets four times per year (February, May, August, and November). The Board meets quarterly and SacRT’s representative, (or their appointing jurisdiction), receives \$100 per meeting.

The Board needs to appoint one Alternate to fill the vacant position.

San Joaquin Joint Powers Authority (SJJPA)

The SJJPA’s purpose is to plan, develop, and implement policy to administer and manage the operations, funding, improvements, negotiations, and marketing of the San Joaquins. The SJJPA is responsible for coordinating with and advocating for rail improvements and operating strategies with state and federal agencies. The SJJPA develops procedures for and undertakes the selection of a Managing Agency to run the day-to-day operations of the San Joaquins. Director Hume currently serves as SacRT’s member representative and Director Nottoli (retired) served as the member alternate. The SJJPA meets bi-monthly at varying locations throughout the State and there are no term limits.

Staff is requesting that the Board appoint Director Hume to this committee. Director Hume was formally on the SacRT Board representing the City of Elk Grove and has now been reappointed to the SacRT Board of Directors by Sacramento County. Director Hume has previously served as SacRT’s member representative from 2015 to 2022 and as alternate representative for years 2013 and 2014. The Board needs to also appoint one Alternate to fill the vacant position.

San Joaquin Regional Rail Commission Stations/Development Committee

In 2018, the San Joaquin Regional Rail Commission created a 4-member Valley Rail Stations/Development Committee to facilitate the necessary decision-making authority to deliver the Valley Rail expansion project (expansion of the ACE from Lathrop to Ceres and Merced, and expansion of the ACE and San Joaquins to Natomas). The two rail expansion services are funded through SB1 and TIRCP. The committee evaluates how these service expansions will be implemented and later governed. The Commission has requested that one of the Committee members be solicited from SacRT’s Board of Directors. The Commission is recommending that the appointed member have a history of working on passenger rail service and represent a jurisdiction in which a new facility will be built. Director Hume serves as SacRT’s member representative. No Alternates need to be designated for the Committee and there are no term limits.

Staff is requesting that the Board appoint Director Hume to this committee. Director Hume was formally on the SacRT Board representing the City of Elk Grove and has now been reappointed to the SacRT Board of Directors by Sacramento County. Director Hume served as SacRT’s member representative for years 2021 and 2022

Ad Hoc Real Estate Committee

The Real Estate Ad Hoc Committee was created on September 14, 2020, in order to provide input and recommendations to the Board and SacRT staff for SacRT’s Administrative Campus and other facilities. Last year, Chair Miller (retired), Vice Chair Kennedy, Directors Budge, Howell (retired) and Schenirer (retired) are Representatives on this Committee and the alternate is Director Jennings.

At this time, the SacRT Board Chair needs to appoint three Board members to fill the vacancies on this Committee.

Ad Hoc Board Composition and Voting Structure Committee

The Board Composition and Voting Structure Committee was created on January 10, 2022, in order to discuss possible changes to SacRT’s Enabling Act to recommend to the full Board a change to the Board composition. The composition of this committee was created similarly to the 2005 committee which consisted of one County member, one City of Sacramento member and then one member from each of the other jurisdictions. Directors Budge, Howell (retired), Hume, Nottoli (retired), Valenzuela and Chair Miller (retired) are Representatives on the Committee.

At this time, to ensure proper representation, staff recommends the SacRT Board Chair to appoint one member from Sacramento County, Director Singh-Allen, Director Daniels and the member appointment for the City of Folsom to the Ad Hoc Board Composition and Voting Structure Committee.

Below is a summary of Board Member appointments. Attachment 1 provides a list of Committee schedules.

Board/Committee	Kennedy	Budge	Daniels	Folsom	Hume	Jennings	Loloee	Maple	Serna	Singh-Allen	Valenzuela	*
CCJPA	Alt											*M/M/Alt.
SPTCJPA		M										*Alt.
SJJPA												*M/Alt.
SJRRC/Development Committee												*M
SacRT Retirement Board	M											
Ad Hoc - Real Estate	M	M				Alt.						*M/M/M
Ad Hoc – Board Composition		M									M	*M/M/M/M

* Indicates a replacement/appointment is needed.

BELOW IS INFORMATION ON COMMITTEE APPOINTMENTS THAT DO NOT REQUIRE ANY CHANGES AT THIS TIME.

Retirement Boards (5)

In 2014, the Retirement Boards revised their Bylaws to create four-year terms for each of the members. Chair Kennedy appointed himself to the Retirement Board on January 28, 2019, and assumed Director Morin’s term that expired on December 31, 2021. Director Kennedy was reappointed to the Retirement Board on January 10, 2022, with a term that expires December 31, 2025. Shelly Valenton, SacRT Deputy General Manager/CEO, was appointed alternate to assume Director Jennings term which will expire on December 31, 2023. General Manager Li’s term will also expire on December 31, 2023. When a term expires or is vacated, the Chair of the Board of Directors needs to appoint a Management Staff Member or Board Member to assume the seat of the expired term. A Management member is defined as a Board member or a member of SacRT’s Management staff.

Each Retirement Board (ATU, IBEW, OE3, AFSCME, and MCEG) consists of two members and an alternate appointed by the unions, and two members and an alternate appointed by the SacRT Board Chair. For 2023, the Retirement Boards have adopted a meeting schedule in the months of February, March, April, June, July, September, October, and December to review the performance of the SacRT Retirement system’s investments, and Retirement Plan fund managers, as well as to approve disability retirements as needed. The meetings are held from 9:00 a.m. - Noon.

At this time, no appointments are needed.

Attachment 1

BOARD AND COMMITTEE ADOPTED 2023 CALENDAR SCHEDULES

Highlight indicates conflicting dates

Entity	Monday	Wednesday	Friday
Capitol Corridor JPA*		February 15 April 19 June 21 September 20 November 15 10:00 a.m. – 12:00 p.m.*	
San Joaquin JPA			January 27 March 24 May 19 July 21 September 22 November 17 9:00 a.m. – 11:00 a.m.*
Sacramento Placerville TCJPA	February 6 May 8 9:30 a.m.		
Retirement Board (SacRT)		February 15 March 8 April 26 June 7 July 26 September 13 October 25 December 6 9:00 a.m. – 12:00 p.m.	
San Joaquin Regional Rail Commission Stations/Development Committee* Various Day/Time			
Ad Hoc Committees & YCTD Discussions (All) Varies Day/Time			

*Requires Travel Time outside of the City of Sacramento when not being held as a virtual meeting.

STAFF REPORT

DATE: January 23, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Henry Li, General Manager/CEO
SUBJ: GENERAL MANAGER'S REPORT

RECOMMENDATION

No Recommendation - For Information Only.

Major Project Updates

Oral Report

SacRT Meeting Calendar

Regional Transit Board Meeting
February 13, 2023
SacRT Auditorium / Webconference
5:30 P.M

Quarterly Retirement Board Meeting
February 15, 2023
SacRT Auditorium / Webconference
9:00 A.M

Mobility Advisory Council Meeting
February 2, 2023
SacRT Auditorium / Webconference
2:30 P.M

Bus Stop Improvement Plan

On January 9, 2023, SacRT, in partnership with Civic Thread, published a draft version of its Bus Stop Improvement Plan for public review. The plan includes a comprehensive list of necessary and desired improvements to bus stops in the cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova and Sacramento, and Sacramento County. SacRT has been working in partnership with Civic Thread on the project since early 2022, conducting bus stop assessments and fully engaging with the community in the planning process.

The comment period is open through February 3, 2023, and feedback will be assessed for the final plan. The draft plan includes options for improving approximately 600 existing bus stops (or building new ones) on 60 corridors throughout SacRT's service area.

Please help comment on the Draft Bus Stop Improvement Plan:

1. Complete the online survey form: <https://www.surveymonkey.com/r/FFPVRKP>
2. Attend the virtual workshop:
Wednesday, January 25, 2023
6 p.m. – 7:30 p.m.
<https://www.eventbrite.com/e/bus-stop-improvement-plan-draft-plan-review-tickets-512038489907>

Please visit the link below to review the plan and share your comments:

sacrt.com/busstopimprovement

59th Street Light Rail Station Closure

SacRT is beginning construction on station modifications to meet the requirements of its modern new low-floor light rail trains. The first station closure will be at the 59th Street Station during the weekend of February 4 -5, 2023. The station closure will impact Gold Line light rail service and a bus bridge (bus service between stations) will be in place between 29th Street and Power Inn light rail stations in both directions during the closure.

The 59th Street Station is the first light rail station that will be modified for the use of the new low-floor light rail vehicles. After this station is successfully completed, additional stations will be temporarily closed in phases. Riders will be notified about upcoming service disruptions in advance. To stay informed of light rail service disruptions, download the free Alert SacRT app from the App Store or Google Play. Learn more at sacrt.com/stationclosure.

Community Project Funding

As part of the federal government's FY2023 appropriation package, which was finalized at the end of December, SacRT's federal delegation helped secure \$3.6 million to support SacRT light rail modernization program. The community project funding will support the modernization of the light rail system to increase reliability, encourage transit ridership, and improve accessibility by installing low-floor trains.

SacRT Bus Tracker App

SacRT's new BusTracker App uses global positioning system (GPS) technology to provide real-time information on the arrival times and locations of fixed-route buses. Simply use your smartphone, tablet or computer to view SacRT bus service in real-time, get real-time stop predictions, and plan your trip on the go.

With SacRT BusTracker, you can sign-up for real-time notifications and receive emails and text messages about your bus at specified times, stops and routes. The estimated stop times are only available for buses arriving within 60 minutes of the scheduled stop.

To ensure you don't miss your bus, please be at your stop at least five minutes before the estimated stop time. Learn more about how to use SacRT's BusTracker at sacrt.com/bustracker or call Customer Service at 916-321-BUSS (2877).