

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: David Topaz, VP, Employee Development and Engagement
SUBJ: APPROVING AN AMENDED COLLECTIVE BARGAINING AGREEMENT WITH THE AMALGAMATED TRANSIT UNION LOCAL DIVISION 256/ AFL-CIO (PARATRANSIT SERVICE LINE-SACRT GO), FOR THE TERM OF JULY 1, 2023 -JUNE 30, 2024

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

The parties would have a modified contractual agreement through June 30, 2024, benefitting SacRT and the Amalgamated Transit Union Local Division 256/ AFL-CIO (Paratransit Service Line - SacRT GO) with labor stability and competitive wages and benefits compared to peer transit agencies, thereby positively impacting recruitment and retention.

FISCAL IMPACT

The added annual impact for the contract per fiscal year (currently for 141 funded and 126 filled positions) is \$732,524 for FY 2024. The costs will be covered by the savings accumulated in the FY 2024 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 SacRT GO in June 2023 regarding a possible extension and/ or successor agreement to the June 28, 2020 – June 30, 2024, Collective Bargaining Agreement (CBA). After a total of 7 bargaining sessions, SacRT made a proposal that was accepted as a Tentative Agreement by the ATU SacRT GO bargaining team. This signed Tentative Agreement was brought to the membership by the ATU SacRT GO bargaining team for a ratification vote. On September 11, 2023 the ATU SacRT GO 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 transportation employees.

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

1. Term of Modified Agreement: 1 year from July 1, 2023, through June 30, 2024.

2. Wage/Salary Package:

- Eliminates the bottom (1st) step, creating a 4-step pay progression consistent with other ATU units.
- New 1st step increased to \$21/hr, equalizes distance between steps. (Yr 1 \$21, Yr 2 \$22.05, Yr 3 \$23.15, Yr 4 \$24.31)
- Provides 3% lump sum payment to ATU SacRT GO staff employed as of date of agreement and still in SacRT GO.
- Merges dispatcher/reservationist pay into operator ranges.
- Increases 401(a) deferred compensation contribution to 5% from 3% and allows contributions to begin upon hire.
- Increases to 3 floating holidays, 1 birthday holiday, 1 Easter holiday, consistent with ATU Main.

3. Working Condition Modifications:

- Extends probationary period to 6 months from 3 months.
- Prohibits transfers to other SacRT departments during probation.
- Updates Bereavement Leave
- Clarifies timelines for Discipline and Grievance
- Adds AD&D policy consistent with ATU Main
- Incorporates Gender neutral language in CBA

LABOR AGREEMENT

Between

SACRAMENTO REGIONAL TRANSIT DISTRICT



And

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

"FREEDOM THROUGH ORGANIZATION"



Effective

~~June 28, 2020~~ July 1, 2023 through
June 30, 2024

Amended September 25, 2023

(Paratransit Service Line – SacRT GO)

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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. On December 10, 2019, SacRT deemed this bargaining appropriate 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 Paratransit Operators, Paratransit Dispatchers, Paratransit Reservation Specialists and Paratransit Operator/Trainers employed by SacRT in the Paratransit Service Line (SacRT GO) excluding all managerial and administrative employees, guards, and supervisors. It will also be acknowledged that these classifications are in a discrete bargaining unit voluntarily recognized for ATU representation.

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~~ the employee has completed ~~90~~180 days of paid employment. The discharge or 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 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~~ they wants to remain a part-time employee.

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 – 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 2.2 – 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 Section 2.2, were not addressed in this Agreement.
- b. 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.
- c. 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.
- d. 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 employees 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~~ the employee 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(s), 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(s) shall be placed in all facilities where ATU bargaining unit members report for work. Said bulletin board(s) will be located in such a manner that all employees can easily see its contents. The Union agrees that the bulletin board(s) 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(s). The Union Business Agent, or his/her Designee, shall have reasonable access during SacRT office hours, to maintain the bulletin board(s).

SECTION 3.4 – Union Business Leave

The appropriate supervisor will be notified at least 18 hours in advance in person when asked by Union officer(s) that an employee be excused from work for Union business. (This also applies to Union officers being excused for Union business.) In the application of this provision, the Union President, or the employee's duly designated representative will cooperate to the extent possible with respect to SacRT workload. (Meetings with SacRT excepted)

SECTION 3.5 – Union Visitation

Upon reasonable prior notice, authorized agents of the Union shall have access to SacRT's Paratransit Service Line 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 employees 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.

- 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 reserved 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 onboard cameras. 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

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, 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.

ARTICLE-67: DRUG AND ALCOHOL TESTING

SECTION 67.1

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.

SECTION-67.2

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.

SECTION-67.3

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.

SECTION-67.4

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.

SECTION-67.5

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 SacRT 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.

SECTION ~~67.6~~

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.

SECTION 67.7

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.

a. Positive Drug or Alcohol Test Results

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~~ they are 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.

SECTION 67.8

SacRT provides a Drug and Alcohol Rehabilitation Program for employees needing treatment for drug and/or 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 and/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:

a. 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 an 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:
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 ~~6~~7.7, above, provided that the employee has utilized no more than 2 voluntary treatments.

ARTICLE 78: SENIORITY

Seniority provisions of this Agreement shall apply only to employees as defined in Section 1.2. Any employee of Paratransit Inc. who transitions to SacRT employment in the bargaining unit described in Section 1.1 as of the date SacRT begins operating Paratransit Services 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 78.1 – Seniority Defined

Seniority shall be from the last date of hire in the job classification. That date 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, shifts 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 classification seniority dates already established prior to this Agreement shall be retained.

A bargaining unit employee who is promoted to a position related to Paratransit Service but not covered by this Agreement may be returned to his/her former position and classification seniority if such a return is effected within 6 months from acceptance of the non-bargaining unit position. Such a return can only be done once without loss of seniority.

SECTION 78.2 – Layoff

- 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 78.3 – Recall

- a. Order of Recall – The employee with the most classification seniority will be the first one recalled from layoff if a position within the classification becomes available to be filled.
- b. Notice of Recall – SacRT will provide 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 notify SacRT within 5 days (excluding weekend days and holidays) of delivery or attempted delivery of the notice of recall of the intent to return to work on the date specified for recall. An employee who does so will be returned to work on the specified date.

SECTION-78.4 – 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-78.3 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-78.5 – Seniority List

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

ARTICLE-89: DISCIPLINE

SECTION-89.1 – Probation

All employees of SacRT shall serve a probationary period of 90180 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 89.2 – 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.
- 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 days' 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 89.3 – 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~~ prior to placement in the file. Upon receipt, the employee may respond to the entry in writing within ~~310 workdays~~ business days of receipt and said response shall become a part of his/her record.

SECTION 89.4 – 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 ~~1520~~ working business 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. A refusal to sign any disciplinary document by the employee shall be noted on the document.

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 89.5 – 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~~ they will be put back into service with no loss of pay or benefits.

SECTION 89.6 – 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 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 (Documented)
- Second Violation: Written Warning (Documented)
- Third Violation: Written Warning and/or Suspension
- Fourth Violation: Final Warning and Suspension
- Fifth Violation: Discharge

Serious violations, including but not limited to those causes listed in Section ~~89~~.2, may result in an appropriate disciplinary action at any level.

SECTION ~~89~~.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 ~~89~~.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 ~~89~~.9 – Safety Discipline

Sections ~~89~~.3 (Just Cause), ~~89~~.4 (Employee Notification), ~~89~~.5 (Removal from Service), and ~~89~~.6 (Progressive Discipline) of Article ~~89~~ 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.

- 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 Warning (Documented)
Fourth Violation:	Written Warning <u>and/ or Suspension</u> (Subject to Retraining)
Fifth Violation:	<u>Final</u> Written Warning and/or Suspension
Sixth Violation:	Discharge

Serious violations, including but not limited to those causes listed in Section ~~89.2~~, may result in an appropriate disciplinary action at any level.

SECTION ~~89.10~~ – 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 ~~89.11~~ – Electronic Devices

For purposes of this section, “Operators of passenger vehicles” includes Paratransit Operators, Paratransit Dispatchers and Paratransit Operator/Trainers.

- a. Any use of cellular telephones and other personal communication devices, which include hands-free devices (i.e., Bluetooth, Blackberries, iPhones, 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.
- 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 discipline in accordance with the electronic device policy~~immediate termination~~.

SECTION 9.12- Leave of Absence

An employee who takes a leave of absence (workers compensation, Military Leave, Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), California Paid Family Leave (PFL), California State Disability Insurance (SDI) Program, etc.) will cause an automatic tolling of the timelines in Article 8 by the number of days the leave of absence is in effect.

ARTICLE 910: GRIEVANCE AND ARBITRATION

SECTION 910.1 – 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~~ 20 business days of the conclusion of the informal meeting, or, in the case of suspension or termination, within ~~10 working~~ 20 business 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 ~~40-working-20 business~~ 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 ~~40-working-20 business~~ 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 may within ~~40-working-20 business~~ 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 within 20 ~~working-business~~ days of said request. The General Manager/CEO or designee conducting the hearing shall render a decision within ~~40 20 business 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 may request Arbitration within ~~40 30 business 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.
- 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 910.2 – 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 20 business 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
TBD	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.

SECTION 910.3 – 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 (CSMCS). If a panel is obtained from the CSMCS, selection will be made within ~~15 working~~ 20 business 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 days 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 910.4 – 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 910.5 – Extension of Time Limits

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

ARTICLE 101: HOURS OF WORK

SECTION 101.1 – 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 101.2 – 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. Full-time employees will be guaranteed no fewer than 40 scheduled hours of work in each workweek. Both full-time and part-time employees shall have 2 consecutive days off in each workweek.

SECTION 101.3 – 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 101.4 – 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.

SECTION 101.5 – Meal Periods

SacRT shall not assign an employee for a work period of more than 5 hours without an unpaid meal period of not less than 30 minutes, except that when a work period of not more

than 6 hours will complete the day's work, the meal period shall be deemed waived by the mutual consent of SacRT and the Union on behalf of the employee.

When a work period exceeds 6 hours, the meal period shall be assigned to take place no sooner than 3 hours and no later than 5 hours after the start of the employee's shift.

SacRT shall not assign an employee for a work period of more than 10 hours per day without providing a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period shall be deemed waived by mutual consent of SacRT and the Union on behalf of the employee, only if the first meal period was not waived.

SECTION 191.6 – Rest Breaks

SacRT authorizes and permits each employee to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of 10 consecutive minutes of net rest per 4 hours or major fraction thereof. A rest period is not authorized for an employee whose total daily work time is less than 3 ½ hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

SECTION 191.7 – Day Off Work List

At the time of each bid and thereafter, employees shall be allowed to sign a Day Off Work List indicating a desire to work on their scheduled day off if working on the additional day in the workweek is permitted by law. At the conclusion of the bidding process, the Union shall be provided with a copy of the list.

When SacRT management attempts to contact an employee whose name is on the list, it shall first call full-time employees in the affected classification and call part-time employees in the affected classification by seniority, and thereafter continually cycle through the entire list of names for the classification. An employee who signed up on the list has been contacted by SacRT management and declined the work offered pursuant to this Section on two separate occasions shall have their name removed from the list, but that employee may sign up for the list during the next regular bidding process.

The presentation by SacRT management of a log to a Union official indicating that an attempt to contact the employee has been made as set forth above shall constitute conclusive proof that SacRT has complied with its obligation under this Section unless the Union can prove that SacRT has a pattern and practice of intentionally passing over a particular employee.

SECTION 191.8 – Overtime

Employees will receive 1 ½ times their straight-time hourly rate of pay for all hours worked in excess of 8 hours in a single day or 40 hours in a single workweek and 2 times their

straight-time hourly rate of pay for any time worked in the eleventh hour of a shift. All paid leaves and unpaid leaves shall not count as time worked for the purposes of computing overtime. There shall be no pyramiding of overtime.

ARTICLE 112: LEAVES OF ABSENCES

SECTION 112.1 – Definition

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

SECTION 112.2 – 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 112.3 – 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 112.4 – 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 112.5 – Family and Medical Leave Act

SacRT will comply with the provisions of the Family and Medical Leave Act of 1993 ([FMLA](#)) and the California Family [Rights Act \(CFRA\)](#) and [Medical Leave Act](#).

SECTION 142.6 – 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.

SECTION 142.7 – Jury Duty

- a. An employee on jury selection (state or federal) shall be paid in the following manner:
 1. An employee on jury duty selection (state or federal) shall be paid the difference between the amount the employee would have received for 8 hours work (6 hours part-time) or time lost, whichever is less, and any sums or sums received as a juror.
 2. A Paratransit Operator will receive run pay less any amount as a juror.
 3. All other employees shall receive the difference between the pay they would have received for their regular shift and any sums received as a juror.

This will continue for the first 10 scheduled working days of jury duty selection.

- b. Should an employee, through the jury duty selection process be impaneled on a jury, they shall continue to receive pay under the same scheme as set forth in (a.) above, until released to return to regular duty. While impaneled, such employee shall not report to SacRT when released.
- c. A Paratransit Operator on jury selection and not impaneled shall report to SacRT when released before the end of their regular run, shift or assignment. The employee will work, if needed, the difference between 8 hours and the time spent for jury selection. Paratransit Operators subject to this provision shall be last out and not assigned work unless there are no Extra Board operators available. The above shall not apply to part-time Paratransit Operators who shall be released.
- d. All other employees on jury selection and not impaneled on a jury will report to SacRT when released and will work the difference between 8 hours and the jury stay of their regular shift, if needed. However, under normal circumstances, employee will not be required to work past 7:00 p.m. on a day in which ~~he or she~~ the employee has reported for jury selection.
- e. After 10 scheduled working days, an employee impaneled on a jury who does not regularly work a schedule with Saturday and Sunday off shall be given the option of having their work schedule temporarily changed to such. An employee electing to have their schedule changed shall not be eligible for day-off work. An employee impaneled on a jury shall not be required to report for work until dismissed from jury

duty service by the court. For Paratransit Operators, work available due to an empanelment expected to last 30 days or longer shall be put up for hold-down bid. Work available for a shorter duration may be worked off the Extra Board.

- f. An employee on grand jury duty (state or federal) during their working hours shall be paid for 8 hours (6 hours if part-time employee) or time lost, whichever is less, including pay received from grand jury duty. Such payment shall be made provided the employee provides documentation describing dates, places and times of grand jury hearings.
- g. An employee on “telephone standby” must report and work as regularly scheduled.

SECTION 142.8 – 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 an additional 2 days of unpaid leave for a total of 5 days ~~if out of state travel is required~~. Paid Bereavement leave shall be paid at the rate of 8 hours per day. Immediate family shall be defined as an employee’s spouse, children (including adopted children of either spouse) grandchildren of either spouse, parents, brothers or sisters of either spouse, ~~and~~ natural grandparents of either spouse, and two family members acting “in loco parentis” and designated in writing and at the time of hire. Current employees will have 30 days following the adoption of this agreement to contact HR and designate in writing. To be eligible for bereavement leave, an employee must have been employed for at least 30 days before taking the leave. Bereavement Leave does not need to be used consecutively but must be used during the three months after the death of the person for whom employee is taking leave. All employees must provide documentation of the death within 30 days of the first day of the bereavement leave, if requested.

ARTICLE 123: GENERAL CONDITIONS

SECTION 123.1 – 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 123.2 – 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 123.3 – 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 123.4 – Citations

No operator of a Paratransit Service Line vehicle 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 123.5 – 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 123.6 – Amendment and Waiver

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 123.7 – 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 134: SAFETY

SECTION 134.1 – Safety

SacRT and the Union recognize 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 145: ACCIDENT REPORTING

SECTION 145.1

All operators of Paratransit Service Line vehicles 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 145.2

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 156: UNION SECURITY

SECTION 156.1 – 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.
- 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 156.2 – 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 156.3 – 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 and fees 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 156.4 – Checkoff

- a. SacRT 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 and/or fees 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 immediately 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.
- e. Disputes arising under this Article shall be referred directly to Step 3 under the grievance procedure.

ARTICLE 167: ATTENDANCE

SECTION 167.1 – Missouts (Tardiness)

- a. A missout is an occurrence whereby an employee reports to work late 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 employee who fails to show up or call the Supervisor or Dispatch after 1-hour from the time they are scheduled to report shall be assessed 2 missouts.
- d. Three missouts in a rolling 180-day period counting back from the most recent missout will result in discipline.
- e. Six missouts in a rolling 180-day period counting back from the most recent missout will result in 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 verified emergency as defined in Section 16.2. Management retains the discretion to excuse a missout for good cause other than emergency circumstances.
- h. At the discretion of Management, an operator who has a missout may be assigned standby report (2 hours minimum), be put on their route, or be sent home (no pay).

SECTION 167.2 – 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 for which accrued sick leave is not available.
- 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. Failure to notify the Supervisor or Dispatch within 5 hours of the start of the shift will be subject to discipline.

Unexcused absence points are counted using a rolling 12 month period. The rolling 12 months are counted back from the most recent incident of absence. Absences

more than 12 months old are not counted. Employees will be assessed an absence point if they opt not to use accrued sick leave for an absence occurrence.

1. At 6 points, a Verbal Warning will be issued.
 2. At 8 points, a Written Warning will be issued.
 3. At 10 points a Written Reprimand will be issued.
 4. At 12 points the employee will be terminated from employment.
- c. 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.
- d. 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.
- e. Missing a required paid meeting shall count as 1 occurrence, unless employee is on approved leave.
- f. 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 in such 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.

ARTICLE 178: PAY AND BENEFITS

SECTION 178.1 – Wage Rates for Paratransit Operators/ Paratransit Dispatchers and Paratransit Reservations Specialists

Previous Top Rate- 07/01/2023- \$24.02

Annual Wage Adjustments

07/01/2023- Payrates set below retro to 07/01/2023.

3% lump sum bonus pay of employee's current base (2080 x Employee base hourly wage effective 07/01/2023 x 3%) wage effective 07/01/2023 to each bargaining unit employee to be paid in the first full pay period following adoption of the CBA by the Board.

Seniority (Months)	Effective 6/28/2020	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023
5 years 37+	\$21.94	\$22.64	\$23.32	\$24.02 \$24.31
4 years 25-36	\$19.31	\$19.89	\$20.49	\$21.10 \$23.15
3 years 13-24	\$18.64	\$19.20	\$19.78	\$20.37 \$22.05
2 years 0-12	\$17.96	\$18.50	\$19.06	\$19.63 \$21.00
1 year	\$17.28	\$17.80	\$18.33	\$18.88
5 months	\$15.89	\$16.37	\$16.86	\$17.37
Upon hire	\$15.23	\$15.69	\$16.16	\$16.64

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

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

SECTION 178.2 – Wage Rates for Paratransit Operator/Trainer

Previous Top Rate- 07/01/2023- \$27.70

Annual Wage Adjustments

07/01/2023- 4%- replaces previous 07/01/2023 adjustment of 3% plus an additional new 1% (\$27.70 includes 07/01/2023 adjustment of 3%, additional 1% equals \$27.98.

3% lump sum bonus pay of employee's current base (2080 x Employee base hourly wage effective 07/01/2023 x 3%) wage effective 07/01/2023 to each bargaining unit employee to be paid in the first full pay period following adoption of the CBA by the Board.

Seniority	Effective 6/28/2020	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023
5 years 37+	\$25.36	\$26.11	\$26.89	\$27.70 \$27.98
4 years 25-36	\$23.17	\$23.87	\$24.59	\$25.33 \$25.58
3 years 13-24	\$22.37	\$23.04	\$23.73	\$24.44 \$24.68
2 years 0-12	\$21.55	\$22.20	\$22.87	\$23.56 \$23.80
1 year	\$20.74	\$21.36	\$22.00	\$22.66
5 months	\$19.07	\$19.64	\$20.23	\$20.84
Upon hire	\$18.28	\$18.83	\$19.39	\$19.97

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

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

SECTION 17.3 – Wage Rates for Paratransit Dispatchers and Paratransit Reservation Specialists

Seniority	Effective 6/28/2020	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023
5 years	\$21.76	\$22.41	\$23.08	\$23.77
4 years	\$20.00	\$20.60	\$21.22	\$21.86
3 years	\$19.32	\$19.90	\$20.50	\$21.12
2 years	\$18.64	\$19.20	\$19.78	\$20.37
1 year	\$17.96	\$18.50	\$19.06	\$19.63
5 months	\$17.21	\$17.73	\$18.26	\$18.81
Upon hire	\$16.60	\$17.10	\$17.61	\$18.14

Employees transitioning from Paratransit Inc. to SacRT will be credited with previous months of service for purposes of initial wage placement.

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

SECTION 178.4 – 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 178.5 – Holiday Pay

All employees covered by this Agreement shall receive 8 hours of pay for each of the below listed holidays (Section 178.6 – 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 the rate of pay. Employees must work or be in a paid status their last scheduled day prior and the first scheduled day after the holiday in order to receive Holiday pay.

SECTION 178.6 – Holidays

The Holidays observed are New Year's Day, Martin Luther King's Birthday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. 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 be entitled to a paid holiday on the employee's birthday and one-three (3) 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.

In the event the employee's birthday anniversary occurs on a holiday enumerated in the paragraph above, the employee shall be given the first workday off which immediately precedes or follows the birthday anniversary date; the date to be selected by the SacRT. An employee shall not work on the employee's birthday except when the employee's birthday falls on a holiday which the employee is normally scheduled to work, in which case he or she shall work on the holiday and must take the preceding or following workday off (the day to be chosen by SacRT).

If a birthday holiday falls on a regular day off, the employee may have another day off. Time chosen is to be mutually agreed upon by SacRT and the employee. Should the employee elect to take another day off, the employee shall not receive pay on their birthday.

In the event the employee's birthday falls on February 29, the employee shall be given either February 28 or March 1 off. This will be mutually agreed to by the employee and the SacRT.

All employees will be guaranteed twelve (12) paid holidays per year, regardless of whether the holiday falls on a regular workday, regular day off, or while on vacation or paid sick leave, provided however, an employee who misses out on a holiday which is the employee's regular workday shall have no claim for the eight hours (8:00) holiday pay.

In the event one of the above-listed holidays occurs during an employee's vacation, the employee shall receive regular holiday pay in addition to regular vacation pay, but no additional time off will be taken.

Operators who are absent from the job longer than six (6) months due to a disability or leave of absence, or two (2) years due to injury occurring during the performance of duty, shall not be entitled to guaranteed holiday pay for holidays occurring during such absences.

All employees who begin employment with SacRT between January 1 and June 30 shall be allowed three (3) floating holidays. Employees beginning work July 1 through September 30 shall be allowed two (2) floating holidays. Employees beginning work October 1 through December 31 will receive one (1) floating holiday.

SECTION 178.7 – 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 8 hours per month for full-time employees and 4 hours for part-time employees ~~who have completed their probationary period~~. 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 will occur in the subsequent year when the employee has reached the requested accrual amount. Employees who choose to cash out their sick leave shall be entitled to receive ~~50%~~ 100% 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 178.8 – Paid Vacations

~~All employees~~ ~~Once an Employee completes his or her probationary period as defined in Section 8.1 (Probation) of this Agreement, he or she will begin to~~ accrue paid vacation days upon hire in every qualifying work month on a yearly basis, and up to the maximum number of vacation days that remain following any bid day, designated below:

Length of Continuous Service	Weeks	Paid Vacation Days	Caps on Paid Vacation Days Following any Bid Day
After 5 months	2 weeks	10 days	10 days
After 5 years	3 weeks	15 days	15 days
After 10 years	4 weeks	20 days	20 days
After 15 years	5 weeks	25 days	25 days
After 30 years	6 weeks	30 days	30 days

When an Employee is terminated, resigns or is laid off, accrued vacation days will be prorated and paid as required by California Law.

An employee must be in the active service of SacRT for 16 or more calendar days in a calendar month to accrue paid vacation for the month. For purposes of this Section, “active service” shall mean that the Employee 1) actually worked on a day ~~he or she was they were~~ scheduled to work, or 2) received pay for a day on which ~~her or she they~~ used vacation, sick leave, holiday, floating holiday, jury duty, or bereavement leave.

Vacation will be paid at the rate in effect for the Employee when it is taken, and will be accrued and paid at the rate of 8 hours per day for full-time Vehicle Operators and 4 hours per day for part-time Employees.

The provisions of Article ~~78~~ (Seniority) of this Agreement shall define an employee’s length of continuous service under this Agreement. For employees transitioning from employment with Paratransit Inc. to SacRT without a break in service, vacation accruals will be based upon verified continuous service with PI and SacRT.

Vacation accumulation while working for Paratransit Inc. will not transfer to SacRT and must be reconciled with PI upon separation from employment with Paratransit Inc.

Vacation accumulation will be limited to the equivalent of 2 years accrual. If this limit is reached, monthly accruals will cease until accumulation is sufficiently reduced to be below the limit.

SECTION 178.9 – Incremental Vacation

Employees may elect to hold up to 2 weeks (80 hours) of accrued vacation for use in daily increments. Employees must have a minimum of 2 weeks (80 hours) of vacation to use

in 5 consecutive days (40 hours) prior to being allowed to hold back any vacation time for incremental use. Incremental days will be paid at the employee's straight time hourly rate not to exceed 8 hours.

Scheduling the use of incremental vacation will be by mutual agreement between the employee and the employee's Superintendent, Manager, or Director and the Employee. Superintendents, Managers, or Directors will have up to 2 weeks prior to notify the employee if incremental day is approved or not.

Incremental days will be reviewed on a case by case basis and approved on a first come first served basis.

Employees may request the use of incremental days at any time in the calendar year up to 2 weeks prior to the start of the work week for which the day will be taken. Work weeks start on Sunday and end on Saturday.

SECTION 178.10 – Vacation Bidding Procedure

For purposes of selecting vacation time off, SacRT will develop and post time periods available for selection, which will include 7 day blocks of time and single day time periods. SacRT will provide sufficient numbers of blocks and single day time periods to cover the number of blocks and periods required in the calendar year.

Employees will bid for vacation time off in seniority order during the general bid that takes effect on January 1st, and July 1st ~~May 1st~~, and September 1st following the process for bidding established by SacRT. Employees shall bid for an entire year from the bidding date. Vacation bids will be for available vacation for the remainder of the calendar year. Employees will be eligible to bid for periods of time that are already accrued by the effective date of the bid. Vacation bidding shall occur on a board which shall include all available weekly and daily vacation periods. Floating holidays shall be bid at the same time as vacation.

Full-time Employees must bid for 7 day blocks of time with 40 hours of accrued vacation, and part-time Employees must bid for 7 day blocks of time with 20 hours of accrued vacation. In 7 day blocks that contain a designated holiday, full-time Employees may bid with 32 hours of accrued vacation, and part-time Employees may bid with 16 hours of accrued vacation. Employees may bid on a single-day basis up to 5 of their accrued vacation days and accrued vacation days may be carried into the next bid period at the Employee's option pursuant to Section 178.8 (Paid Vacations) of this Agreement.

If insufficient accrued time is available to an Employee to cover the time period bid, the Employee will be allowed to take the previously bid 7 day blocks off without pay or may be put to work during said period if requested by the Employee and permitted by management, and single day bids will be canceled.

At any time after the bid, written requests between consenting Employees to swap 7 day blocks may be considered by management, and will not be unreasonably denied, provided that the Employees have sufficient time accrued and that no overtime will be incurred as a result. Swapping of single-day time periods will not be permitted.

SECTION 178.11 – Medical, Dental, and Vision Insurance

a. Medical

1. On the first of the month following 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.
2. 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 a plan less costly than the Blue Shield Access Plan will be subject to paying 10% of the monthly premium cost of that plan.
3. Part-time employees who satisfy the 30 hours per week criterion pursuant to the Affordable Care Act (ACA), as administered by SacRT, will be eligible for medical benefits subject to the share of cost protocol described above.
4. Notwithstanding paragraph 3 above, part-time operators who transition from employment with Paratransit Inc. to employment with SacRT will be eligible for employee only medical coverage without satisfying the 30 hours ACA criterion.
5. In the event that the number of part-time operators exceeds 10% of the number of full-time operators, at the request of ATU, the parties will meet and confer regarding the eligibility of part-time employees for medical coverage and/or the ratio of part-time to full-time positions.

b. Dental and Vision Insurance

On the first of the month following 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~~ 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.

- d. Retirees are eligible to enroll in coverage and SacRT's contribution shall be the CalPERS minimum contribution rate per a retiree. A retiree will be required to co-pay the difference between SacRT's minimum monthly contribution amount and the monthly premium cost of the selected insurance plan.

SECTION 178.12 – Life Insurance

SacRT shall provide a term life insurance policy and an Accidental Death and Dismemberment policy for all employees in the amount of ~~\$25,000~~ \$50,000 at no cost to the employee.

SECTION 178.13 – 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 the first pay period following ratification and full adoption by the Board, the SacRT contribution will increase to 5% of base wages into the 401(a) plan for each employee.

SECTION 178.14 – Uniforms

All uniformed employees shall report for duty dressed in full regulation uniform and shall wear such regulation uniform while on duty. Each employee is responsible for keeping his or her uniform clean and neat in conformance with the appearance standards as defined herein. Employees shall not wear open-toed shoes, sandals, tennis, or running shoes except by advice of doctor. Employees may wear a non-uniform outer raincoat when reporting for and departing from duty. An approved raincoat (optional uniform item) may be worn anytime while on duty or subject to duty. Raincoats shall not be worn while driving. Hair, beards and mustaches must be clean and neatly trimmed and not offer the possibility of a safety hazard.

SacRT will replace, repair or clean uniform items which are worn out, damaged or soiled due to defective or dirty equipment when the incident occurs while on duty. No replacement will be made for soiling that can be eliminated by machine washing

(washable items). Ruined uniform items must be brought to SacRT and exchanged for a voucher.

At the end of training, Paratransit Operators and Paratransit Operator/Trainers will receive a basic uniform issue consisting of the following items:

- 4 Shirts (short or long sleeve)
- 3 Pants (or combination of approved, skirts, shorts or culottes)
- 1 Jacket (all season)
- 1 Sweater (one of three style options)
- 1 Belt
- 1 additional item of employee's choice except the jacket (all season)

An employee failing to complete his or her probationary period must return all issued uniform items to SacRT at the time of separation.

Long or short-sleeved shirts may be worn at any time of the year. Shirts may be worn with only the collar button unbuttoned and underclothing may not extend beyond the sleeve line or above the collar line of the uniform clothing. Shirts shall be worn with the tail tucked in neatly unless tailored to wear outside. Wearing the cap with a SacRT issued emblem or wearing a necktie shall be optional in all types of service.

- a. Emblem – SacRT will furnish emblems (logos) that shall be worn on the shoulders of all shirts and jackets, except as provided below. This provision shall not apply to sweaters.
- b. In recognition of the 100-year anniversary of ATU Local 256, the wearing of a special Union commemorative logo on the left shoulder of all new uniform items in place of SacRT logo shall be permitted. The Union shall provide SacRT's uniform supply shop with a sufficient quantity of the logos to meet the demand for all new uniform items purchased after a specific date yet to be determined. SacRT will pay the cost of installing the Union commemorative logos on new uniform items. Employees desiring to have the commemorative logo installed on uniform items purchased prior to the startup date shall be responsible for the cost.

The new commemorative shoulder logo will be a part of the uniform until such time as it is discontinued by the parties.

An employee moving into a Paratransit Operator or Paratransit Operator/Trainer position from one in which a uniform was not worn, will be treated as a new hire for purposes of receiving a uniform.

SacRT will maintain and post a list of approved optional uniform items. Employees may purchase these items or use vouchers to the extent that the annual maximum amount has not been met.

SacRT will supply accessory items to the basic uniform that SacRT requires employees to use in the performance of their jobs.

Paratransit Dispatchers will be issued 5 logo polo shirts one of which must be worn at all times while on duty.

ARTICLE 189: ASSIGNMENT OF ROUTES

There will be a general bid for shifts and work locations every four months. After each bid, the new assignments shall become effective the first Sunday after January 1st, the first Sunday after May 1st and the first Sunday after September 1st. Said effective dates may be changed by mutual agreement of both parties.

SacRT will develop and post sufficient full-time shifts for full-time Paratransit Operators who have completed their training period to bid and sufficient part-time shifts for part-time Paratransit Operators who have completed their training period to bid. A Paratransit Operator will become eligible to bid on the day training is completed. Upon completion of training Paratransit Operators will receive a Certificate of Training signed by the supervisor.

“Straight Runs” or “straight work” is defined as any run where an Operator remains in paid status without a break in consecutive work hours, except for an unpaid meal period for their entire workday.

“Split Run” or “split work” is defined as any run with any unpaid break in consecutive work hours of greater than one hour.

SacRT will make every reasonable effort to use straight runs to cover all service. If there is a significant increase in split or part time runs the Union and SacRT will meet and confer prior to implementation of the sign up.

These shifts will have daily starting times, anticipated ending times, days off, and will be designated by numbers except that shifts designated as full-time relief routes will have a daily start time window that will be a maximum of 3 hours. These weekly full-time relief shifts shall be designated either as AM relief shifts or PM relief shifts, SacRT will designate shifts with 2 consecutive days off. Shift start and ending time will include 15 minutes for pre-trip inspection and preparation and 5 minutes for post-trip activities.

The list of shifts will be posted along with a seniority list designating each Paratransit Operator's bid date a minimum of 21 days prior to the day the new assignments become effective, and the bid shall commence no sooner than 5 days after the posting of the shifts. The bidding shall take place over a 5 day period (excluding weekends, designated holidays, and Union bargaining unit meeting days). SacRT will inform the Union of the daily bidding times. Paratransit Operators shall select their shifts in seniority order. A Union Representative may be present during the bid process. Results of the daily bidding shall be posted prior to the next day's bidding. Paratransit Operators who cannot be present to bid may present a proxy form, to be developed by the SacRT, indicating their choices in order of preference for work in the new bid no later than at the beginning of their scheduled time to bid. Any Paratransit Operator who misses his or her scheduled

bid shall be allowed to bid at the start of the next daily bid. If a Paratransit Operator fails to bid a shift during the bidding process, the SacRT will assign a shift to that Operator. Representatives of SacRT and a Union Business Agent will meet as necessary during the bid process to resolve any problems that arise regarding bidding by the Paratransit Operators.

Full-time Paratransit Operators who desire part-time shifts may request such in writing not more than one month prior to the bidding. SacRT will make every reasonable effort to accommodate such requests. A full-time Paratransit Operator who reduces to part-time may only be returned to full-time status if there is a vacant full-time shift and that Paratransit Operator has sufficient seniority to win a bid for that shift. Part-time Operators desiring to move to or return to a full-time shift may bid on any vacant full-time shift after all of the full-time Operators have bid.

On a daily basis, SacRT may lengthen any shift up to 1 hour beyond the anticipated ending time as posted on the general bid or shorten any shift. On a daily basis, any shift may be lengthened more than 1 hour beyond the anticipated ending time as posted on the general bid by mutual agreement between management and the affected Paratransit Operator.

Full-time Paratransit Operators who are ready, willing, and able to work will be guaranteed a minimum of 40 hours' pay per workweek, and part-time Paratransit Operators who are ready, willing, and able to work will be guaranteed a minimum of 20 hours' pay per workweek provided that SacRT is not forced to consolidate routes necessitated by events beyond the SacRT's control. In the event route consolidations become necessary, the layoff and recall of Paratransit Operators shall be in accordance with seniority as defined in Sections ~~78~~.1 (Seniority) and ~~78~~.7 (Layoff and Recall) of this Agreement, and the minimum hourly guarantees of the remaining Paratransit Operators shall be unaffected.

SacRT may utilize brokered transportation services to ensure customer service needs are met. Such utilization will not exceed 25% of the total trips in any given calendar month. In the event utilization exceeds this amount, at the request of ATU, SacRT management will meet with ATU to discuss causes and strategies to address the overage.

ARTICLE ~~1920~~: DURATION

SECTION ~~1920.1~~ – Effective Date

This Agreement shall be in effect effective ~~June 28, 2020~~ July 1, 2023, and shall continue in effect through June 30, 2024, subject however, to revision by notice in writing by either party to the other 60 days prior to the expiration date. During such 60 days 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 ~~1920.2~~ – 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 ~~1920.1~~ 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 ~~1920.1~~ to allow for a settlement to be reached.

IN WITNESS WHEREOF, the parties hereto execute this Collective Bargaining Agreement in Sacramento, California, this 25th day of September, 20203.

FOR THE SACRAMENTO
REGIONAL TRANSIT DISTRICT

FOR THE AMALGAMATED
TRANSIT UNION, LOCAL 256,
AFL-CIO

Henry Li, General Manager/ CEO

Crystal McGee Lee, ATU
President/Business Agent

David E. Topaz, VP of Employee
Development and Engagement

Anthony Booth, ATU Attorney

Richard Mitchell, Director Community
Bus Services

Anthony Smith, ATU VP/ Business
Agent

Blanca Salcedo, Director of Bus
Operations

Matt Lucien, ATU Business Agent

Mark Salvo, Senior Manager Labor
Relations

A Lee Scott, ATU Business Agent

RESOLUTION NO. 2023-09-094

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

September 25, 2023

APPROVING AN AMENDED COLLECTIVE BARGAINING AGREEMENT WITH THE AMALGAMATED TRANSIT UNION LOCAL DIVISION 256/ AFL-CIO (PARATRANSIT SERVICE LINE- SACRT GO), FOR THE TERM OF JULY 1, 2023 -JUNE 30, 2024

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

THAT, on September 11, 2023, SacRT employees represented by the Amalgamated Transit Union Local Division 256/ AFL-CIO (Paratransit Service Line - SacRT GO), voted to approve the tentative collective bargaining agreement amendment reached by SacRT and ATU SacRT GO establishing revised compensation, benefits, and other terms and conditions of employment for employee members of ATU SacRT GO, for the period of July 1,2023, through June 30, 2024.

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 ATU SacRT GO and SacRT, establishing compensation, benefits, and other terms and conditions of employment for employee members of ATU SacRT GO, for the period of July 1,2023, through June 30, 2024 is hereby approved.

THAT, the General Manager/CEO is hereby authorized to bind SacRT to a Collective Bargaining Agreement with ATU SacRT GO, whereby the existing Collective Bargaining Agreement 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.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary