



Sacramento Regional Transit District

BOARD MEETING NOTICE TO THE PUBLIC & AGENDA

The SacRT Board meeting will be live stream and open to the public for attendance. The practice of social distancing and wearing of face coverings is recommended for the health and safety of all persons participating in person during the meeting although it is not required.

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<http://sacrt.com/board>

Please check the Sacramento Metropolitan Cable Commission Broadcast Calendar - <https://sacmetroable.saccounty.net> for replay dates and times.

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

Boardcomments@sacrt.com

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

Members of the public may also address the Board via Zoom to submit public comment. To join, please call 253-215-8782 and enter Webinar ID: 837 9338 8162 or join the meeting online by logging into

<https://us02web.zoom.us/j/83793388162>

If you wish to make a comment on an item, press the “raise a hand” button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. By participating in this meeting, you acknowledge that you are being recorded.



Sacramento Regional Transit District Agenda

BOARD MEETING
5:30 P.M., MONDAY, SEPTEMBER 25, 2023
SACRAMENTO REGIONAL TRANSIT AUDITORIUM
1400 29TH STREET, SACRAMENTO, CALIFORNIA
Website Address: www.sacrt.com
(29th St. Light Rail Station Bus 38, 67, 68)
See notice for Teleconference information.

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

Alternates: Directors Chalamcherla, Sander, Schaefer, Suen

1. PLEDGE OF ALLEGIANCE

2. CONSENT CALENDAR

- 2.1 Motion: Approval of the Action Summary of August 28, 2023
- 2.2 Resolution 2023-09-087: Approving the Contract For Elevator Preventive Maintenance and Repair Services with TK Elevator Corporation (L. Ham)
- 2.3 Approving the First Amendment to the License Agreements for Underground Conduit and Fiber with MCImetro Access Transmission Services LLC at Three Locations (J. Adelman)
 - A) Resolution 2023-09-088: Approving the First Amendment to the License Agreement for Underground Conduit and Fiber with MCImetro Access Transmission Services LLC at 39th Street and R Street; and
 - B) Resolution 2023-09-089: Approving the First Amendment to the License Agreement for Underground Conduit and Fiber with MCImetro Access Transmission Services LLC at 59th Street North of S Street; and
 - C) Resolution 2023-09-090: Approving the First Amendment to the License Agreement for Underground Conduit and Fiber with MCImetro Access Transmission Services LLC at 65th Street and Q Street
- 2.4 Resolution 2023-09-091: Declaring Assessor Parcel Number 007-0273-003-0000 (2812 N Street) Excess to Transit Operations as Surplus (J. Adelman)

- 2.5 Resolution 2023-09-092: Delegating Authority to the General Manager/CEO to Execute One or More Amendments of the Sacramento Regional Transit District Deferred Compensation Plan to Address Regulatory Changes (J. Johnson)
- 2.6 Resolution 2023-09-093: Approving Amendment No. 2 to the Amended and Restated Credit Agreement with U.S. Bank National Association for an Extension of the \$20 Million Line of Credit Facility to September 30, 2024 (J. Johnson)
- 2.7 Resolution 2023-09-094: 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 (D. Topaz)
- 2.8 Resolution 2023-09-095: Second Amendment to the FY 2023 Operating Budget (J. Johnson)
- 2.9 Resolution 2023-09-096: Approving the Fifth Amendment to the Contract for Low Floor Light Rail Vehicle Procurement with Siemens Mobility, Inc. for Purchase of Eight Additional S700 Light Rail Vehicles (C. Alba)

3. INTRODUCTION OF SPECIAL GUESTS

- 3.1 Special Recognition - Matthew Agustin (Chair Kennedy)

4. UNFINISHED BUSINESS

5. PUBLIC HEARING

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

7. NEW BUSINESS

- 7.1 Information: Presentation on Ongoing Projects and Initiatives (S. Valenton)
 - a. Fare Free Program Analysis (J. Johnson)
 - b. Leveraging Technology to Enhance the Customer Experience (D. Selenis)
 - c. Safety and Security Incidents Monitoring and Prevention (L. Hinz)
 - d. Customer Service Response to Feedback and Comments (L. Hinz)
- 7.2 Information: Presentation on a Survey of Likely Sacramento County Voters for the November 2024 Election (C. Flores)

8. GENERAL MANAGER'S REPORT

- 8.1 General Manager's Report
 - a. SacRT Meeting Calendar

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

- 9.1 Capitol Corridor Joint Powers Authority Meeting Summary – September 20, 2023 (Daniels, Maple)

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

11. ANNOUNCEMENT OF CLOSED SESSION ITEMS

12. RECESS TO CLOSED SESSION

13. CLOSED SESSION

13.1 Conference with Legal Counsel
Pursuant to Gov. Code Section 54956.9
Existing Litigation

a. Flynn v. SacRT
Case Number 34-2015-00186061

14. RECONVENE IN OPEN SESSION

15. CLOSED SESSION REPORT

16. ADJOURN

*NOTICE TO THE PUBLIC

It is the policy of the Board of Directors of the Sacramento Regional Transit District to encourage participation in the meetings of the Board of Directors. At each open meeting, members of the public will be provided with an opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Directors. Please fill out a speaker card and give it to the Board Clerk if you wish to address the Board. Speaker cards are provided on the table at the back of the auditorium.

Public comment may be given on any agenda item as it is called and will be limited by the Chair to 3 minutes or less per speaker. Speakers using a translator will be provided twice the allotted time. When it appears there are several members of the public wishing to address the Board on a specific item, at the outset of the item the Chair of the Board will announce the maximum amount of time that will be allowed for public comment.

Matters under the jurisdiction of the Board and not on the posted agenda may be addressed under the Item "Public addresses the Board on matters not on the agenda." Up to 30 minutes will be allotted for this purpose. The Board limits public comment on matters not on the agenda to 3 minutes per person and not more than 15 minutes for a particular subject. If public comment has reached the 30 minute time limit, and not all public comment has been received, public comment will resume after other business has been conducted as set forth on the agenda. The Board will not act upon or discuss an item that is not listed on the agenda except as provided under Section 3.1.3.6.

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

This meeting of the Sacramento Regional Transit District will be cablecast on Metro Cable 14, the local government affairs channel on Comcast, Consolidated Communications and AT&T U-Verse cable systems. This meeting is closed captioned and webcast at metro14live.sacounty.gov. Today's meeting replays Thursday, September 28th at 12:00 PM and Saturday, September 30th at 2:00 PM on Channel 14. This meeting can also be viewed at youtube.com/metrocable14.

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

Copies of staff reports or other written documentation relating to each item of business referred to on the agenda are on SacRT's website, on file with the Clerk to the Board of Directors of the Sacramento Regional Transit District, and are available for public inspection at 1400 29th Street, Sacramento, California. Any person who has any questions concerning any agenda item may call the Clerk to the Board of Sacramento Regional Transit District.

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Tabetha Smith, Clerk to the Board
SUBJ: APPROVAL OF THE ACTION SUMMARY OF AUGUST 28, 2023

RECOMMENDATION

Motion to Approve.

**SACRAMENTO REGIONAL TRANSIT DISTRICT
BOARD OF DIRECTORS
BOARD MEETING
AUGUST 28, 2023**

ROLL CALL: Roll Call was taken at 5:30 p.m. PRESENT: Directors Budge, Daniels, Hume, Kozlowski, Loloee, Maple, Serna, Valenzuela, and Vice Chair Jennings. Absent: Chair Kennedy. Director Singh-Allen arrived at 5:31 p.m.

1. PLEDGE OF ALLEGIANCE

2. CONSENT CALENDAR

- 2.1 Motion: Approval of the Action Summary of July 24, 2023
- 2.2 Receive and File: Quarterly Treasurer's Report (J. Johnson)
- 2.3 Resolution 2023-08-076: First Amendment to the FY24 Capital Budget (J. Johnson)
- 2.4 Resolution 2023-08-077: Approving the Contract for "Train the Trainer Program" Training with the International Transportation Learning Center (D. Topaz)
- 2.5 Resolution 2023-08-078: Approve Transfer of Project Funding Under the Roadway Repair and Accountability Act (SB1) State of Good Repair Between Already Approved Projects (L. Ham)
- 2.6 Resolution 2023-08-079: Authorizing the General Manager/CEO to Submit and Execute the Federal Funding Under FTA Section 5310 (49 U.S.C. Section 5310) with California Department of Transportation (L. Ham)
- 2.7 Resolution 2023-08-080: Approving the Contract for Elevator Preventive Maintenance and Repair Services with TK Elevator Corporation (L. Ham)
- 2.8 Resolution 2023-08-081: Approving the RydeFreeRT Student Transit Pass Agreement with The County of Sacramento (J. Johnson)
- 2.9 Resolution 2023-08-082: Delegating Authority to the General Manager/CEO to Execute One or More Amendments of the Sacramento Regional Transit District Deferred Compensation Plan to Incorporate Regulatory Changes Effective January 1, 2024 (J. Johnson)

- 2.10 Resolution 2023-08-083: Approving an Assignment and Release Agreement with Siemens Mobility, Inc. for the Contract for Online and Mobile Fare Applications Services with Bytemark, Inc. (J. Johnson)
- 2.11 Resolution 2023-08-084: Delegating Authority to the General Manager/CEO to Approve and Execute a Contract for Light Rail Communication Enhancement Services in Support of Passengers with Mobility Restrictions (S. Valenton)
- 2.12 Resolution 2023-08-085: Amending and Restating the Bylaws of the Mobility Advisory Council (C. Alba)
- 2.13 Resolution 2023-08-086: Delegating Authority to the General Manager/CEO to Approve and Execute a Contract for Risk Management Information System (J. Adelman)

The Clerk announced that items 2.7 and 2.9 were being pulled by staff and would come back to a future agenda.

ACTION: APPROVED - Director Valenzuela moved; Director Maple seconded approval of the consent calendar as written. Motion was carried by voice vote. Absent: Chair Kennedy.

Director Valenzuela left the meeting at 5:35 p.m.

3. INTRODUCTION OF SPECIAL GUESTS

4. UNFINISHED BUSINESS

5. PUBLIC HEARING

6. PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA

Speakers:

Jeffery Tardaguila is concerned about accessibility problems with wheelchairs on the new buses and recommended signs at Watt Ave./I-80 station to notify riders of shuttle service if the elevators are not working. Mr. Tardaguila asked for a comparison of the elevator maintenance contract costs from 5 years ago and now.

Rick Hodgkins stated riders should be able to verify their Connect Cards on the Light Rail vehicles and light rail stations should be paid fare zones.

Director Maple left the meeting at 5:39 p.m.

7. NEW BUSINESS

7.1 Information: Presentation on Ongoing Projects and Initiatives (S. Valenton)

- a. FY 2023 Strategic Plan Annual KPI Results
- b. Mystery Rider Program
- c. Customer Service Response to Feedback and Comments

Shelly Valenton gave a brief overview of previous, current, and future topics to be presented.

Ms. Valenton provided a brief history of the Strategic plan adopted by the Board in October 2020. She stated SacRT has successfully completed the full third year of reporting, which involves management staff from every department reporting out on key performance indicators every quarter.

Ms. Valenton stated that SacRT's FY23 overall performance score is 96.35 out of 100, surpassing last year's score of 92.3. She explained the methodology and stated that most of the Key Performance Indicators (KPIs) are based on standardized industry definitions and audited data that SacRT is required to submit to the National Transit Data Base. She stated she would be providing a sampling of the results and noted that the performance metrics are all directly related to the guiding pillars: Operational Excellence, Customer Satisfaction, Community Value and Employee Engagement.

Ms. Valenton started with ridership stating SacRT ended FY23 with a total of 14.3 million unlinked trips and performed above projections in each quarter. She stated this is a 29% increase over last fiscal year and with public transit ridership nationwide still recovering post pandemic, SacRT is more fortunate than many other transit agencies in ridership recovery.

Ms. Valenton shared that in FY23, the customer satisfaction department received 268,000 calls, an increase of 20% from last year. Customer service answer 87% of the calls within 20 seconds and she noted only 16% of call centers consistently achieve this service level.

Ms. Valenton shared important metrics related to safety and security and stated SacRT has a very low crime rate at .0007% for Part 1 or serious crimes and a fare evasion rate that continues to be one of the lowest in the industry at less than 1% in the last quarter.

Mr. Li added that .0007% translates to 7 per 1million rides.

Ms. Valenton shared on-time performance for bus and light rail which both exceeded the goal based on SacRT's past 5-year average. The percentage of bus trips completed within the scheduled on-time window is 80.5% and light rail on-time performance averaged 96.67%.

Ms. Valenton recognized that recruitment is still a major issue for the transit industry. SacRT has implemented several aggressive efforts to address the issue which have paid off. In FY23, SacRT hired a total of 259 employees, a significant amount in a tight job market. Many peers have been forced to suspend routes because of workforce shortages, SacRT has maintained nearly 100% service levels.

Ms. Valenton concluded by underscoring the impact of the strategic plan process to SacRT operations. She thanked staff involved in creating and maintaining the process and generating reports and especially thanked Sarah Kerber, for keeping SacRT on track. Ms. Valenton thanked the management and executive teams and Mr. Li for their commitment to the process and the Board for their guidance, questions, and feedback.

Vice Chair Jennings complimented SacRT on a great job which makes the Board members proud.

Lisa Hinz presented the SacRT Mystery Rider Program. SacRT has had similar programs throughout history, however, the program was paused during the pandemic. Staff is working to secure a new contractor to bring the program back. The goal of the program is to ensure that SacRT is delivering safe, courteous, and reliable service to all customers, especially those individuals with disabilities and to ensure a high level of customer satisfaction. Ms. Hinz provided some program details and stated the program will ensure that ADA regulations and California state law are followed. She shared a few of the 21 different factors that would be evaluated on each ride.

Ms. Hinz responded to public comment received. She announced that SacRT will start using light-duty staff to monitor the elevators. She stated several signs have been ordered which include elevator outage signs, signs directing riders to the stairs and signs that state the area is under surveillance. She confirmed that every SacRT Light Rail Station is a paid fare zone. Ms. Hinz stated Fare Blitzes would be brought back to Watt Ave/I-80 and that there would be a heavy presence of security, so riders feel safe.

In response to the accessibility on the new buses, Ms. Hinz stated that the new buses were redesigned to enhance safety. They are the best for the industry and SacRT follows industry practices. She clarified that Bytemark is not the same as Connect Card and shared that adding Connect Card to the light rail vehicles is in progress.

Director Serna is glad to see the Mystery Program return. He asked how the mystery rider would test the equipment used by those that are disabled or visually impaired.

Ms. Hinz will work with the Accessible Services Director and staff to make sure there is proper training.

Director Serna asked if SacRT could subcontract with someone who is visually impaired as a rider.

Ms. Hinz stated SacRT has a specific process required by procurement.

Mr. Li mentioned that staff could reach out to the Society for the Blind.

Director Serna expressed concern regarding the number of new low floor cars in procurement given the current ridership on rail number at 56% compared to pre-pandemic levels, the number of vacancies in downtown Sacramento and that fact that there is some permanence to staff working at home.

Mr. Li stated that SacRT plans to order approximately 66 new vehicles and there are currently 97 older vehicles. The more spacious 66 will be able to handle ridership expectations in the future even with increases. Currently, there is funding for 44 vehicles and staff is confident that the additional funding needed will be secured.

Ms. Valenton stated the ridership based on current trends projects that by summer 2025 the ridership level for light rail will be back to pre-pandemic levels.

Director Serna asked what the projection is based on.

Ms. Ham responded it is a projection based on growth seen so far which is roughly 2% per month and that staff will continue to watch it closely.

Director Serna encourages caution when relying on long-term projections given the unknowns.

Mr. Li stated SacRT's 65% post pandemic ridership for rail compared with the industry is pretty good and that bus ridership is up to 85%.

Director Serna asked if the fare blitzes at Watt Ave./I-80 would be only on the platforms.

Ms. Hinz responded the focus would be on platforms but would also include stairs and trains. If there is great improvement and riders are feeling safer, the fare blitzes would be brought to Rancho Cordova.

Vice Chair Jennings would like regular updates to the Board on growth of ridership.

Mr. Li agreed to the request.

8. GENERAL MANAGER'S REPORT

- 8.1 General Manager's Report
 - a. Major Project Updates

Mr. Li shared some photos from the Sacramento Republic game and announced the team celebrated their 10th anniversary and SacRT was proud to carry hundreds of fans on light rail.

Mr. Li stated in early August, SacRT hosted Congressman Ami Bera on the light rail system. The Congressman visited the Arden/Del Paso and Royal Oaks stations, heard about the modernization process and saw firsthand one of SacRT's successful transit oriented development (TOD) partnerships, CHW's Salvator Apartments. SacRT sold the property in 2018 for one million dollars and CHW opened in June. The affordable housing project had to close the waiting list on opening day after it reached 5,000 applicants. SacRT is excited to see the TODs coming online and has been working with partners to quantify the pipeline of future housing along SacRT's network.

Mr. Li shared that initial analysis shows since 2020, over 11,000 housing units have been constructed or are planned within a half mile of SacRT's 53 light rail stations and over 86,000 jobs are planned along the light rail corridor.

Mr. Li announced another TOD project broke ground earlier in August which is across the street from SacRT's Broadway Light Rail Station. SacRT is playing a major role in facilitating development and would like to see TODs at SacRT's surplus sites.

Mr. Li mentioned September service changes were implemented and highlighted one notable adjustment. In partnership with the UC Davis Medical Center, SacRT will launch a new route, the 137 Elk Grove/UC Davis Medical Center Express Bus. UC Davis believes this route will encourage more employees to take transit.

Mr. Li stated the promotion of the RydeFreeRT program has been accelerated and now accounts for 4 million or nearly 25% of all SacRT bus and light rail rides. He shared a thank you card from a class who took advantage of the program on a recent field trip.

Mr. Li announced the next system wide Free Ride Day as part of International Day of Clean Air for Blue Skies is scheduled for September 7th. He added there are also free ride flyers for various community events planned in September which includes two SacRT Hiring Events, the Our Street Night Market, and the Farm to Fork Festival.

Mr. Li concluded his report by thanking Directors Singh-Allen, Valenzuela, Maple and Vice Chair Jennings as well as SacRT staff for attending Mayor Steinburg's state of the city event. The Mayor proposed some innovation initiatives for a potential 2024 Transportation Sales Tax Measure county-wide. The Mayor praised SacRT Board and staff for implementing many innovative and effective initiatives and being an industry leader in combating climate change, addressing social justice and equity, and advancing the capital region's greenhouse gas reduction goal.

Director Singh-Allen requested additional engagement of school districts to send notices out to remind parents of the RydeFreeRT program. She also commented on the panel with the state of the city address and the alignment of TODs and public transportation. She would like to be a part of those conversations.

Director Loloee commented on a private investment coming to Del Paso Blvd. and is

optimistic that the ridership numbers will increase. He stated public transportation plays an important role when it comes to developers making decisions.

Director Singh-Allen mentioned that grant funding is looking for the alignment between housing and transportation.

Vice Chair Jennings agreed housing and transportation build on each other.

Speakers:

Rick Hodgkins thanked Director Serna for bringing up how audible notifications can be used at the stations and wishes SacRT could annex Roseville.

Jeffery Tardaguila emphasized the importance of TODs and is hoping to see checklists and procedures. He asked when the cameras for buses would be coming which would show when bus shelters need to be cleaned.

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

9.1 San Joaquin Joint Powers Authority Meeting Summary – July 21, 2023
(Hume)

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

11. ANNOUNCEMENT OF CLOSED SESSION ITEMS

12. RECESS TO CLOSED SESSION

13. CLOSED SESSION

14. RECONVENE IN OPEN SESSION

15. CLOSED SESSION REPORT

16. ADJOURN

As there was no further business to be conducted, the meeting was adjourned at 6:27 p.m.

PATRICK KENNEDY, Chair

A T T E S T:
HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Laura Ham, VP, Planning and Engineering
SUBJ: APPROVING THE CONTRACT FOR ELEVATOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES WITH TK ELEVATOR CORPORATION

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approving the contract will allow SacRT to keep six elevators at its office and maintenance buildings, as well as the wheelchair lift at the 8th and Capitol Station, in good repair, in compliance with the state’s permit requirements, and allow for emergency on-call repair services to be performed.

FISCAL IMPACT

The proposed contract includes a not-to-exceed amount of \$271,452.50 for a five-year period. The estimated costs for FY 2024 are \$27,480 for preventive maintenance and \$21,875 for repair services; in addition, SacRT will be required to pay for material costs for any needed repairs based on the actual cost of the material plus a markup of no more than 10% of the material cost. These costs are included in the FY 2024 Operating Budget. The Annual costs for years 2 through 5 of the agreement will be included in the Operating Budgets for the corresponding fiscal years.

	Preventive Maintenance	Repair Services
No. of Year	Amount / Year	Amount / Year
Year 1	\$27,480	\$21,875
Year 2	\$27,480	\$21,875
Year 3	\$27,480	\$21,875
Year 4	\$27,480	\$21,875
Year 5	\$27,480	\$21,875
TOTAL \$	\$137,400	\$109,375
GRAND TOTAL \$246,775 + 10% material contingency = \$271,452.50		

DISCUSSION

In June 2018, SacRT released an Invitation to Bid (IFB) for Elevator Maintenance and Repair for 9 elevators. SacRT reserved the right to award to the lowest bidder for each elevator. Elevator Industries was the lowest bidder as to seven of the elevators and was awarded a Contract that was effective August 27, 2018; EnPro was separately awarded a Contract for only the Watt/I-80 elevators.

The EnPro contract was subsequently terminated because maintenance and repair services for the two Watt/I-80 elevators were included in the Contract for Watt/I-80 Elevator Modernization Project with Capitol Elevator, which will continue through April 30, 2028.

SacRT's current contract with Elevator Industries will expire on August 26, 2023. SacRT continues to need services for the following elevator equipment:

Elev. No.	Address and Mfg.	Type
1	1400 29 th Street/Cal West	Hydroelectric
2	1325 28 th Street/Capitol	Hydroelectric
3	2750 Academy Way/Dover	Hydroelectric
4	2760 Academy Way/Thyssen	Hydroelectric
5	2700 Academy Way/Dover	Hydroelectric
6	1400 29 th Street (Basement)	Electric Pit Drum
7	8 th & Capitol St. LR Station	Wheelchair Lift

As the elevators continue to age, SacRT must perform preventive maintenance and repairs to keep the elevators in good working condition, as well as provide emergency services.

The proposed contract includes on-call repairs, which will be available after hours, on weekends, and holidays as needed, as well as routine maintenance. SacRT's Facilities Maintenance team also performs troubleshooting and minor repairs .

On July 6, 2023, SacRT received 5 responsive bids for the Request for Quote (RFQ) for Elevator Preventive Maintenance and Repair Services from: Elevator Industries, EnPro Elevator, Metro Elevator, Otis Elevator, and TK Elevator Corporation. After a thorough review of the bids, Staff determined that TK Elevator Corporation is the lowest responsive bidder. Staff recommends the adoption of the contract for elevator preventive maintenance and repair services be awarded to TK Elevator Corporation.

A RFQ was issued because the previous contract with Elevator Industries was for \$75,000. Facilities estimated a total contract amount of \$150,000, assuming that the cost of services was unlikely to have doubled in the last five years. The RFQ was advertised on PlanetBids for an adequate amount of time for bidders to submit their bids. The use of an RFQ, rather than a formal Invitation for Bid did not affect the competition. Procurement put in extra efforts by informing potential bidders to view the solicitation document and submit their competitive bid. As a result, SacRT received the same number of bids under this RFQ as it did under the 2018 IFB. TK Elevator Corporation offered the lowest price, allowing SacRT to determine that the bid price is fair and reasonable despite the significant increase in service cost compared to 2018.

RESOLUTION NO. 2023-09-087

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

September 25, 2023

APPROVING THE CONTRACT FOR ELEVATOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES WITH TK ELEVATOR CORPORATION

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

THAT, the Contract for Elevator Preventive Maintenance and Repair Services by and between the Sacramento Regional Transit District (therein "SacRT") and TK Elevator Corporation (therein "Contractor") whereby Contractor agrees to provide preventive maintenance and on-call repair services for a 5-year term, for an amount not to exceed \$271,452.50 is hereby approved.

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

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Jamie Adelman, VP, Procurement, Real Estate and Special Projects
SUBJ: APPROVING THE FIRST AMENDMENT TO THE LICENSE AGREEMENTS FOR UNDERGROUND CONDUIT AND FIBER WITH MCIMETRO ACCESS TRANSMISSION SERVICES LLC AT THREE LOCATIONS

RECOMMENDATION

Adopt the Attached Resolutions.

RESULT OF RECOMMENDED ACTION

Approval of the recommended action will result in the extension by one year of licenses granted by SacRT to MCImetro Access Transmission Services LLC (MCImetro) to operate and maintain transverse fiber crossings within SacRT owned property subject to Federal Transit Administration (FTA) approval at:

Location 1: 39th Street and R Street
Location 2: 65th Street and Q Street
Location 3: 59th Street North of S Street

FISCAL IMPACT

In consideration of SacRT renewing these licenses, MCImetro will pay SacRT a one-year license fee of \$7,347 for each license. This anticipated revenue was included in the FY2024 Operating Budget.

The proposed fee for this year reflects the prior year license fee of \$7,140, escalated for a cost-of-living increase.

DISCUSSION

On September 12, 2022, the Board approved three License Agreements with MCImetro a one-year license to operate and maintain fiber below and perpendicular to SacRT tracks at these three locations, which were executed on September 30, 2022.. MCImetro requested renewal of the licenses for an additional year to operate and maintain 864 strands of fiber in a transverse presentation in each location.

The three properties are located within APN 011-0010-003-0000 and are located in Fee Schedule Zone 1. In consideration for SacRT authorizing MCImetro to continue to operate and maintain its fiber within SacRT's right of way, MCImetro will pay an annual license fee of \$7,347 for each license. The fee amount was determined by SacRT's Board-adopted fee structure with a Consumer Price Index (CPI) annual adjustment.

Staff recommends approval of the First Amendments to the three licenses over the area described above with MCImetro for fiber operation and maintenance at each of the above locations for an additional one-year term.

RESOLUTION NO. 2023-09-088

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

September 25, 2023

APPROVING THE FIRST AMENDMENT TO THE LICENSE AGREEMENT FOR UNDERGROUND CONDUIT AND FIBER WITH MCIMETRO ACCESS TRANSMISSION SERVICES LLC AT 39TH STREET AND R STREET

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

THAT, the First Amendment to the License Agreement for Underground Conduit and Fiber (39th Street and R Street – APN: 011-0010-003-0000) by and between the Sacramento Regional Transit District (therein “SacRT”) and MCImetro Access Transmission Services LLC (therein “Licensee”), whereby SacRT grants MCImetro a license renewal for a term of one year subject to payment of a license fee of \$7,347 for 864 strands with a SacRT right to terminate pending Federal Transit Administration’s concurrence, is hereby approved.

THAT, the General Manager/CEO is hereby authorized and directed to execute the foregoing First Amendment to the License Agreement.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

RESOLUTION NO. 2023-09-089

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

September 25, 2023

APPROVING THE FIRST AMENDMENT TO THE LICENSE AGREEMENT FOR UNDERGROUND CONDUIT AND FIBER WITH MCIMETRO ACCESS TRANSMISSION SERVICES LLC AT 59TH STREET NORTH OF S STREET

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

THAT, the First Amendment to the License Agreement for Underground Conduit and Fiber (59th Street North of S Street – APN: 011-0010-003-0000) by and between the Sacramento Regional Transit District (therein “SacRT”) and MCImetro Access Transmission Services LLC (therein “Licensee”), whereby SacRT grants MCImetro a license renewal for a term of one year subject to payment of a license fee of \$7,347 for 864 strands, with a SacRT right to terminate pending Federal Transit Administration’s concurrence, is hereby approved.

THAT, the General Manager/CEO is hereby authorized and directed to execute the foregoing First Amendment to the License Agreement.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

RESOLUTION NO. 2023-09-090

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

September 25, 2023

APPROVING THE FIRST AMENDMENT TO THE LICENSE AGREEMENT FOR UNDERGROUND CONDUIT AND FIBER WITH MCIMETRO ACCESS TRANSMISSION SERVICES LLC AT 65TH STREET AND Q STREET

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

THAT, the First Amendment to the License Agreement for Underground Conduit and Fiber (65th Street and Q Street – APN: 011-0010-003-0000) by and between the Sacramento Regional Transit District (therein “SacRT”) and MCImetro Access Transmission Services LLC (therein “Licensee”), whereby SacRT grants MCImetro a license renewal for a term of one year subject to payment of a license fee of \$7,347 for 864 strands with a SacRT right to terminate pending Federal Transit Administration’s concurrence, is hereby approved.

THAT, the General Manager/CEO is hereby authorized and directed to execute the foregoing First Amendment to the License Agreement.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Jamie Adelman, VP, Procurement, Real Estate and Special Projects
SUBJ: DECLARING ASSESSOR PARCEL NUMBER 007-0273-003-0000 (2812 N STREET) EXCESS TO TRANSIT OPERATIONS AS SURPLUS

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

If adopted, this action will allow the Sacramento Regional Transit District (SacRT) to list the property for sale, following state and federal surplus disposition processes.

FISCAL IMPACT

The declaration of surplus does not, in and of itself, result in a fiscal impact. Any subsequent transaction resulting in disposition of the properties will be brought to the Board for approval, at which time the fiscal impacts, including the costs associated with vacating the property, will be discussed in detail. In general, with respect to properties acquired with Federal Transit Administration (FTA) assistance, the use of at least a portion of sales proceeds will be restricted to FTA-eligible capital projects.

DISCUSSION

In the Staff Report presented at the July 24, 2023 Board of Directors meeting for Agenda Item 2.2, the property located at 2812 N Street was identified in the list of parcels being presented for a surplus declaration. .

However, the Assessor Parcel Number (APN) for that property was inadvertently omitted from the Resolution. APN 007-0273-003-0000 is the warehouse at 2812 N Street purchased by SacRT in 1981 with CA 03-0063 Fed 80%/20% Local funds. It was most recently used for multiple departments and warehouse space. With the relocation of staff to 1102 Q Street and 2710 R Street, the property will soon be vacant.

As stated in the July 24, 2023 Staff Report, to dispose of the property, SacRT will follow state Surplus Land Act (SLA) requirements (Government Code Section 54220 and following, as well as the Surplus Land Act Guidelines issued by the State Department of Housing and Community Development (HCD) in April 2021), federal requirements set out

in 49 U.S.C. Section 5334 and FTA Circular 5010.1E, and Title VII of SacRT's Administrative Code.

The SLA requires that SacRT issue a Notice of Availability (NOA) to HCD notifying the HCD of the availability of SacRT's surplus properties and provide the NOA to statutorily-specified agencies and to entities on the state's list of affordable housing developers. The SLA provides a period of 60 days for a qualifying entity or association to notify SacRT of its interest in the property.

If a notice of interest is provided, SacRT must engage in a 90-day period of good faith negotiations to determine a mutually-satisfactory sales price and terms or lease terms. If agreement cannot be reached with a purchaser qualified under the SLA, the property may then be marketed to the public at large, with the caveat that if housing is to be developed on the property, a portion of the units must be set aside for affordable housing through a restrictive covenant that is recorded against the property.

For FTA-assisted properties, the FTA requires that SacRT request disposition instructions and obtain FTA approval prior to transferring a real estate interest. To the extent that SacRT intends to sell a property, the FTA requires that sales procedures "be followed that provide for competition to the extent practicable and result in the highest possible return or at least payment of appraised fair market value."

Title VII of the SacRT Administrative Code Section 7.6.04, written to reflect FTA guidelines at the time, requires surplus property acquired with federal funds to be sold to the "highest bidder."

Because there may be other factors driving SacRT's determination of the best overall proposal for SacRT, which may not be from the highest bidder and because the SLA requires SacRT to enter into an agreement with the offeror who will produce the most housing, not the highest bidder, Staff recommends that the Board waive the requirement that SacRT sell this parcel to the highest bidder, since that runs counter to the requirements set out in the SLA Guidelines and are inconsistent with what the FTA now allows.

Offers on the property will be presented in the future to the Board for review and consideration. Concurrence from the state and the FTA, as applicable, will be required prior to final disposition.

RESOLUTION NO. 2023-09-091

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

September 25, 2023

**DECLARING ASSESSOR PARCEL NUMBER 007-0273-003-0000 (2812 N STREET)
EXCESS TO TRANSIT OPERATIONS AS SURPLUS**

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

THAT, subject to the terms and conditions set out below, the real property described as Assessor Parcel Number 007-0273-003-0000 is hereby declared to be surplus to transit operations in accordance with the California Government Code Section 54221 (California Surplus Land Act), federal requirements, and Section 7.6.01 of Title VII of Sacramento Regional Transit's (SacRT) Administrative Code.

THAT, the Board hereby waives the requirement in Section 7.6.04 of Title VII of SacRT's Administrative Code that federally purchased properties be sold to the "highest bidder" after an Invitation to Bid or Request for Proposals.

THAT, as required under California Government Code Section 54222, the General Manager/CEO is hereby authorized and directed to prepare and issue a Notice of Availability (NOA) as required under the California Surplus Land Act (SLA) and engage in negotiations with any qualified offerors responding to the NOA, for presentation to the Board for final approval.

THAT, if SacRT does not receive any notice of interest under the SLA or if negotiations under the SLA do not result in mutually-satisfactory sales price and terms, the General Manager/CEO is hereby authorized and directed, in accordance with Chapter 6 of the Title VII of SacRT's Administrative Code, to begin the process of soliciting offers from members of the general public to purchase the property and to begin negotiating any offers received for disposition of the above-referenced surplus property, for presentation to the Board for final approval.

THAT, the terms and conditions for any purchase of any of the properties under either the SLA or through competitive marketing to the general public will include, at a minimum:

- (1) The offeror must pay at least appraised fair market value for the property.
- (2) To the extent applicable, the FTA must approve the disposition of the property.
- (3) The purchaser is solely responsible for compliance with any applicable environmental requirements and entitlements related to the proposed development.

(4) Use of property will be restricted to prohibit the following uses as a covenant running with the land: auto - sales, storage, rental; auto service, repair; cannabis cultivation; cannabis manufacturing, nonvolatile; drive-through restaurant; equipment - rental, sales yard; gas station (excluding electric vehicle charging facilities, which will be permitted); manufacturing, service and repair; mini storage; locker building; plant nursery; warehouse; distribution center; or wholesale store.

(5) To minimize SacRT's transaction costs, to the extent the other conditions are met and as permitted by applicable law and regulations, preference may be given to an offeror prepared to purchase the greatest number of SacRT's surplus properties (as identified in this Resolution, Resolution 2023-07-071, and any subsequent Resolutions declaring SacRT property surplus) in a single transaction if SacRT determines it is in its interest to do so.

THAT, nothing in this Resolution is intended to limit or restrict the Board from later determining that the foregoing property qualifies as "exempt surplus land" under the SLA and rescinding the surplus declaration as to that property.

THAT, nothing in this Resolution is intended to limit or restrict the Board from later determining that the foregoing property is necessary for SacRT's use and rescinding this surplus declaration.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Jason Johnson, VP, Finance/CFO
SUBJ: DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO EXECUTE ONE OR MORE AMENDMENTS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT DEFERRED COMPENSATION PLAN TO ADDRESS REGULATORY CHANGES

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Authorize Roth contributions to the Sacramento Regional Transit District Deferred Compensation Plan for all participants -- ahead of the 2026 mandate for certain catch-up contributions.

FISCAL IMPACT

None as a result of this action.

DISCUSSION

Background – Enabling Legislation

Internal Revenue Code section 414(v) allows participants in the Sacramento Regional Transit District Deferred Compensation Plan (the “Deferred Compensation Plan”) to contribute more dollars in the year they reach the age of 50 and in all subsequent years. Twenty-plus years after going into effect, “age 50 catch-ups” have become a prominent feature of 457(b) deferred compensation plans and other voluntary savings plans – like the 401(k) plans offered to employees who work in the private sector and the 403(b) plans offered to employees who work for schools, universities, and teaching hospitals. After multiple adjustments for cost-of-living increases, the maximum allowable contribution for participants who are under the age of 50 is currently \$22,500 per year and the maximum contribution for participants who are at or over the age of 50 is \$30,000 per year.

In addition to accelerating retirement savings for participants when they turn 50, the legislative package known as the Economic Growth and Tax Relief Reconciliation Act of

2001 gives plan sponsors the option to establish designated Roth contribution programs within their existing savings plan. Unlike traditional salary deferrals, designated Roth contributions are deducted from paychecks on an after-tax basis. However, a participant who keeps Roth contributions in the plan for five full calendar years and does not withdraw the assets prior to the age of 59-½ is eligible to receive the full balance of contributions and investment gains as a nontaxable qualified distribution instead of the taxable distribution that occurs when traditional salary deferrals are withdrawn.

Current Environment – Pending Rule Changes (postponed from 2024 to 2026)

Because recent legislation known as SECURE 2.0 (which was signed into law on December 29, 2022) will be changing age 50 catch-up requirements for participants with higher earnings, staff recommends adding a designated Roth account to SacRT's Deferred Compensation Plan. Without this feature, certain participants will lose their ability to make age 50 catch-up contributions in future years. As legislated for January 1, 2024, but recently delayed until January 1, 2026 [see IRS Notice 2023-62 dated August 25, 2023], participants who earn \$145,000 or more during the preceding calendar year will need to make their age 50 catch-up contributions as after-tax Roth contributions.

Recommendation

Rather than suspend recent efforts to add a designated Roth account to the Deferred Compensation Plan by January 1, 2024, staff recommends that the Board move forward and authorize the General Manager/CEO to amend the plan document accordingly. Doing so will give all participants the option to make Roth contributions for the pay period beginning January 1, 2024 and for all future pay periods. The anticipated benefits of that approach are threefold: (1) participants who are under the age of 50 can choose to accumulate balances that will provide tax-free payments as early as age 59-½, (2) participants who are currently at or above the age of 50 can plan to continue making catch-up contributions on and after 2026, and (3) staff who work with the Deferred Compensation Plan can plan for the 2026 rule change without having to simultaneously add and test a Roth contribution feature.

RESOLUTION NO. 2023-09-092

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

September 25, 2023

DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO EXECUTE ONE OR MORE AMENDMENTS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT DEFERRED COMPENSATION PLAN TO ADDRESS REGULATORY CHANGES

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

THAT, the Board delegates authority to the General Manager/CEO to perform all necessary tasks necessary to allow Roth contributions to the Sacramento Regional Transit District Deferred Compensation Plan effective January 1, 2024 and directs the appropriate staff to direct Nationwide Retirement Services to prepare and provide the necessary plan amendment document(s) to the General Manager/CEO for approval and execution.

THAT, the Board delegates authority to the General Manager/CEO to adopt and execute the amended plan document(s) for the Sacramento Regional Transit District Deferred Compensation Plan.

THAT, the Board hereby delegates authority to the General Manager/CEO to execute any other agreements, forms, or other ministerial items required by Nationwide Retirement Services to effectuate the aforementioned amendment.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Jason Johnson, VP, Finance/CFO
SUBJ: APPROVING AMENDMENT NO. 2 TO THE AMENDED AND RESTATED CREDIT AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION FOR AN EXTENSION OF THE \$20 MILLION LINE OF CREDIT FACILITY TO SEPTEMBER 30, 2024

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Approving Amendment No. 2 to the Amended and Restated Credit Agreement with U.S. Bank National Association (U.S. Bank) will result in the extension of the \$20 million Line of Credit (LOC) Facility to September 30, 2024.

FISCAL IMPACT

The FY24 Operating budget includes interest expense of \$85,000 and legal fees of \$20,000 related to the LOC. No changes to the FY24 budget are necessary for the adoption of the attached Resolution.

DISCUSSION

Sacramento Regional Transit District (SacRT) has shown improved financial position for seven fiscal years in a row, and as a result was able to maintain the reduced fees associated with its LOC with U.S. Bank. The competitive fees are the result of SacRT's continued dedication to fiscal sustainability and reserve growth. Table 1 below shows the comparison in interest rates between FY24 and FY23.

Table 1:

Rate Type		FY24		FY23	% Change
Used	Daily Simple SOFR +	1.35%		1.35%	0%
Unused	-	0.400%		0.400%	0%

Having access to an appropriate working capital balance, whether through reserves or an LOC, resolves cash flow timing issues. In addition, sound fiscal policy dictates a contingency plan to meet short-term liquidity obligations. Due to the various delays in

receipt of Federal, State and/or Local grant funds, as mentioned below, SacRT relies upon an LOC to ensure all operating payment obligations are met regardless of timing delays in receipt of grant funds .

Therefore, Staff recommends adopting Amendment No. 2 to Amended and Restated Credit Agreement with U.S. Bank extending the term of the existing \$20 million Line of Credit Facility for 12 months which complies with California Public Utilities Code (PUC) section 102584.

Background:

On November 1, 2013, SacRT and U.S. Bank first entered into a Credit Agreement wherein U.S. Bank agreed to provide credit to SacRT on an annual basis pursuant to California Government Code section 53850 et seq., otherwise referred to as the TRAN Statute. In accordance with that arrangement, SacRT issued a Revolving Line of Credit Facility Note in the amount of \$29 million with a final maturity date of October 31, 2014 and extended to January 29, 2015. Subsequent to the expiration of that Note, SacRT worked with U.S. Bank between 2016 and 2020 to enter into multiple credit agreements and amendments thereto wherein U.S. Bank agreed to provide a Line of Credit Facility to SacRT, as further evidenced by multiple promissory notes issued by SacRT, as extended and reduced from time to time. On August 4, 2021, in connection with the restructuring of SacRT's outstanding indebtedness, SacRT and U.S. Bank entered into an Amended and Restated Credit Agreement, dated as of August 4, 2021 (the "2021 Amended and Restated Credit Agreement") wherein U.S. Bank agreed to provide a \$20 million Line of Credit Facility to SacRT pursuant to California Public Utilities Code section 102584, as further evidenced by a Promissory Note in the original principal amount of \$20 million from SacRT, as maker, to U.S. Bank, as payee, and dated August 4, 2021 (the "Note"). Last year, SacRT and U.S. Bank entered into Amendment No. 1 to Amended and Restated Credit Agreement, dated September 28, 2022, to extend the stated expiration date of the \$20 million Line of Credit Facility. The parties have now agreed to the terms of an extension of the current \$20 million Line of Credit Facility to September 30, 2024, pursuant to Amendment No. 2 to Amended and Restated Credit Agreement. The 2021 Amended and Restated Credit Agreement, as amended by Amendment No. 1 to Amended and Restated Credit Agreement, is hereinafter referred to as the "Existing Credit Agreement." The Existing Credit Agreement, as proposed to be amended by Amendment No. 2 to Amended and Restated Credit Agreement, is hereinafter referred to as the "Credit Agreement."

SacRT's operations are heavily reliant on the timely receipt of cash from the State, Local, and Federal Government agencies. As such, on an annual basis (since FY2004), SacRT's Board of Directors has authorized the General Manager/CEO to incur an LOC borrowing for operating cash flow purposes. Initially, SacRT was only authorized to enter into the Line of Credit Facility borrowing pursuant to California Government Code section 53854. In January 2016, SacRT was granted a bit more flexibility by the State when Assembly Bill 422 (McCarty) ("AB 422") went into effect. AB 422 added PUC section 102584 to the PUC, which provides SacRT with the authority to obtain an LOC with a maturity date of up to 60 months. California PUC section 102584 also permits SacRT to

provide a multiyear pledge of grant funds as collateral for its LOC. Both changes to the law create an opportunity for SacRT to secure an LOC on more favorable terms and will ultimately result in a reduction in costs associated with borrowing against the LOC. While SacRT could secure a longer term for its LOC, at this time its lender, U.S. Bank has offered to provide a one-year extension on the \$20 million LOC. However, because SacRT has the ability to provide a multiyear pledge, U.S. Bank has eliminated some of the conditions it has historically imposed on SacRT because SacRT was limited to making a single year pledge, exposing U.S. Bank to greater risk.

In previous fiscal years, the LOC primarily served as temporary gap funding for federal operating money budgeted by SacRT during the current fiscal year, but not received by SacRT until the following fiscal year. Beginning with FY21, SacRT began receiving the federal operating money within 60-90 days of the reimbursable operating expense being incurred; this has reduced SacRT's reliance on the LOC. SacRT currently has several ongoing and upcoming major capital projects, such as the Light Rail vehicle replacement, low-floor station conversions, Dos Rios Station construction, and the Gold Line side tracking project. The projects are funded with a variety of Federal, State and Local agency grants. Many of the State and Local grants require that SacRT seek reimbursement only after the vendors have been paid. To facilitate this process, SacRT is using excess operating cash on hand to pay the capital costs and may seek cash flow relief from the LOC to cover operating costs pending reimbursement from the State or Local granting agencies.

Terms and Conditions:

The Credit Agreement (including as amended by Amendment No. 2 to Amended and Restated Credit Agreement) will have similar terms and conditions as the Existing Credit Agreement, such as: requirements addressing how SacRT pledges and sets aside pledged funds, notifying U.S. Bank within 20 business days of apportionment of Federal Operating Grant Revenues, and notifying U.S. Bank 5 business days upon receipt of Federal Operating Grant Revenues.

Other terms of the LOC are:

- The LOC term offered by U.S. Bank is 12 months and a renewal/extension will be reviewed and approved by U.S. Bank prior to the conclusion of the 12-month period.
- Interest rates are fixed at Daily Simple Secured Overnight Financing Rate (SOFR) plus 1.35% for the used portion of the LOC and 0.40% for the unused portion of the LOC, subject to adjustments upon rating downgrades.
- SacRT agrees to pay to U.S. Bank on the date of issuance, all reasonable costs and expenses of counsel to U.S. Bank in connection with the preparation, execution, and delivery of this Note and other associated documents, estimated to be \$20,000.

In addition to the terms noted above, the loan is subject to bank limitations. The amounts advanced under the Credit Agreement, and the Note cannot exceed \$20 million and U.S. Bank will continue to have a pledge of and lien on and security interest in the following

(collectively, the “Pledged Revenues”): (a) a first lien and charge against (i) the Federal Operating Grant Revenues; (ii) the LTF Revenues, subject only to the parity lien thereon securing the Series 2021A Bonds; (iii) the STA Funds; (iv) the Measure A Revenues; and (v) the Other Pledged Revenues (collectively, the “Available Non-Farebox Revenues”), and (b) a subordinate lien on any and all Farebox Revenues, subject only to the senior lien thereon securing the Revenue Bonds; the Pledged Revenues will be set-aside as set forth in Section 5.20 of the Credit Agreement. The obligation of SacRT to repay the aggregate principal amount of the Advances made under the Credit Agreement (including as amended by Amendment No. 2 to Amended and Restated Credit Agreement) by U.S. Bank and interest thereon continues to be evidenced by the Note.

Staff recommends that the SacRT Board of Directors approve the Amendment No. 2 to Amended and Restated Credit Agreement with U.S. Bank to extend the \$20 million LOC Facility to September 30, 2024 and authorize SacRT to enter into such Amendment.

RESOLUTION NO. 2023-09-093

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

September 25, 2023

APPROVING AMENDMENT NO. 2 TO AMENDED AND RESTATED CREDIT AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION FOR AN EXTENSION OF THE \$20 MILLION LINE OF CREDIT FACILITY TO SEPTEMBER 30, 2024

WHEREAS, the Sacramento Regional Transit District (the "Issuer") is duly established and existing under the provisions of the Sacramento Regional Transit District Act, being Part 14 of Division 10 of the Public Utilities Code of the State of California (the "State") (section 102000 *et seq.*) (the "Act"); and

WHEREAS, the Issuer is authorized, in accordance with section 102584 of the Act to seek and obtain a short-term revolving line of credit for operating purposes in anticipation of receipt of federal operating grants; and

WHEREAS, the Issuer previously entered into that certain Amended and Restated Credit Agreement, dated as of August 4, 2021 and that certain Amendment No. 1 to Amended and Restated Credit Agreement, dated September 28, 2022, (as so amended, the "Existing Credit Agreement"), each by and between the Issuer and U.S. Bank National Association (the "Bank"), pursuant to which the Bank has provided a Line of Credit Facility to the Issuer in an amount not to exceed \$20,000,000 (the "Line of Credit Facility"), and in connection therewith, the Issuer previously issued a Promissory Note in the original principal amount of \$20,000,000 from the Issuer, as maker, to the Bank, as payee, and dated August 4, 2021 (the "Note"); an

WHEREAS, the Line of Credit Facility is set to expire on September 30, 2023; and

WHEREAS, the Issuer has requested, and the Bank as agreed, to extend the Line of Credit Facility until September 30, 2024 in a principal amount not to exceed \$20,000,000 outstanding at any one time (the "Extension"); and

WHEREAS, the Board of Directors of the Issuer (the "Board") has been presented with the proposed form of the Amendment No. 2 to Amended and Restated Credit Agreement and the Board has examined and approved the document and desires to authorize and direct the execution and delivery of such document as is specified herein and such other documents as are necessary in connection with the Extension and to authorize and direct the consummation of the Extension; and

WHEREAS, pursuant to the terms of the Existing Credit Agreement and Note, the Issuer has pledged and granted a lien on and security interest in the Pledged Revenues (as defined in the Existing Credit Agreement); and

WHEREAS, the Issuer anticipates receiving federal operating grants in the fiscal year ending June 30, 2024 in an amount equal to or greater than the total indebtedness expected to be incurred by the Issuer under the Existing Credit Agreement, as amended by the Amendment No. 2 to Amended and Restated Credit Agreement (as so amended, the “Credit Agreement”), and the Note; and

WHEREAS, all acts, conditions, and things required by the Act and the Constitution and laws of the State of California to exist, to have happened, and to have been performed precedent to and in connection with the consummation of the Extension authorized hereby do exist, have happened and have been performed in regular and due time, form, and manner as required by law, and the Issuer is now duly authorized and empowered, pursuant to each and every requirement of law, to authorize such Extension and to authorize the execution and delivery of the Amendment No. 2 to Amended and Restated Credit Agreement for the purposes, in the manner, and upon the terms provided.

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

Section 1. Recitals. The Board finds and determines that the foregoing recitals are true and correct.

Section 2. Amendment No. 2 to Amended and Restated Credit Agreement. The proposed form of the Amendment No. 2 to Amended and Restated Credit Agreement, pursuant to which the Bank will extend and continue to provide the Line of Credit Facility to the Issuer, with a maturity date of September 30, 2024 and in a not to exceed principal amount of \$20,000,000 outstanding at any one time, in the form on file with the Board as of the date of this meeting, is hereby approved.

The General Manager/CEO of the Issuer (including any written designee of the General Manager/CEO of the Issuer, the “Authorized Representative”) is hereby authorized and directed, for and in the name and on behalf of the Issuer, to execute and deliver the Amendment No. 2 to Amended and Restated Credit Agreement, in substantially said form, with such changes therein as the Authorized Representative may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Pledged Revenues. The Board hereby agrees that the obligations of the Issuer under the Credit Agreement, the Note, and the other Loan Documents (as defined in the Credit Agreement), including the obligation to make all payments of the interest on and the principal of all advances outstanding under the Credit Agreement and the Note, shall be payable solely from and shall be secured solely by a pledge of, lien on, and security interest in the Pledged Revenues (as defined in the Credit Agreement). The obligation of the Issuer to repay the aggregate principal amount of the Advances made under the Credit Agreement (including as amended by Amendment No. 2 to Amended and Restated Credit Agreement) by the Bank and interest thereon continues to be evidenced by the Note.

Section 4. Opinions of General Counsel. The General Counsel of the Issuer or such officer's designee (the "General Counsel") is authorized and directed to provide such opinions, on behalf of the Issuer, as are required to consummate the transactions authorized by this Resolution.

Section 5. Additional Authorizations. The Authorized Representative and each other appropriate officer of the Issuer, each acting alone, are authorized and directed, for and in the name and on behalf of the Issuer, to execute and deliver any and all agreements, certificates, notices, documents, and instruments and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Issuer has approved in this Resolution (including, to secure advances under the Credit Agreement and the Note).

The Authorized Representative may appoint in writing a designee to perform any of the actions that the Authorized Representative may take under this Resolution.

Section 6. Prior Actions. All actions heretofore taken by the members of the Board, the Authorized Representative, the General Counsel, or any other officers, agents, or employees of the Issuer, with respect to the Extension, are hereby ratified, confirmed, and approved.

Section 7. Severability. If any section, paragraph, clause, or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, or clause or provision shall not affect any of the remaining provisions of this Resolution

Section 8. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and approval.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

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 4520 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

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Jason Johnson, VP, Finance/CFO
SUBJ: SECOND AMENDMENT TO THE FY 2023 OPERATING BUDGET

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

This action will increase the FY 2023 Operating Revenue and Expenditure Budgets by \$3,297,230 to cover increases in the costs of Personal Liability & Property Damage (PLPD) and Workers Compensation (WC) insurance claims expenditures.

FISCAL IMPACT

This action will increase the FY 2023 Operating Expenditure Budget by \$3,297,230. An offsetting adjustment to the FY 2023 Operating Revenue Budget will be achieved by increasing Federal American Recovery Plan Act (ARP) funding by an equal amount. While the total increase in insurance claim expenditures was approximately \$9.1M, several other expenditure categories (as noted in Exhibit A) were under budget for FY 2023 thus reducing the amount required for this amendment.

DISCUSSION

The actuarial valuations for FY 2023 saw an unprecedented increase in the PLPD liability which generated a large increase in the current year claims expense. SacRT met multiple times with the actuary to determine the underlying cause of the increase. In addition to the points outlined below, the actuary stated that SacRT is not alone in the claims liability increase. Transit agencies across the country are facing similar increases in claims cost.

The increase in claims expense for the PLPD program for FY 2023 is approximately \$6.8M. Below are some of the main factors that contributed to the increase:

1. The original budget was based on an estimate of \$2M for claims expense, or the change in the liability, which is determined by an actuary based on many factors, but the largest impact was from estimated passenger miles. What was projected for FY23 passenger miles was low in comparison to the ultimate mileage that was recognized in the FY23 valuation. In the past five years SacRT has seen varying levels of year-end adjustments to the PLPD expense. For example, in FY22 there

was a year-end adjustment to increase the expense by \$1.7M, but in the previous year there was a reduction to the expense of \$711K. In the current year, we have been very active working on open claims. Many of these claims were dormant during COVID-19 because the courts were not open and when they reopened in 2023, there was significant pressure to clear out old cases.

2. Making adjustments to reserves or settling claims in years where the Incurred But Not Reported (IBNR) levels are not sufficient to cover the cost (old claims). Annually the actuary reduces the IBNR in the old claim years because it is less likely that there will be a new claim submitted for those years. However, when SacRT settles or adjusts the reserves for an active claim in those older years, and there is no IBNR to cover the change, it equates to a dollar-for-dollar expense to the current fiscal year. As previously stated, SacRT was very active in FY 2023 settling and closing old claims that were from years with eroded IBNR balances.
3. Large claims (over \$1M) are only expected by the actuary to occur infrequently over a ten-year span. This affects the liability because it updates the trends of the liability into future years. Because there are so few large claims it adds volatility into the calculation of the liability when a settlement over \$1M occurs or if a case is reserved for over \$1M.

The workers' compensation liability also increased in the current year by approximately \$2.3M. This is related to an increase in claims and the ever-increasing costs of medical care, temporary disability rates, and the state work comp fee schedule. The Risk team is meeting regularly with Intercare, SacRT's third-party administrator, to ensure that claims are being settled as quickly as possible.

Exhibit A

Income	FY 2023 Amend # 1	FY 2023 Amend # 2	\$ Change	% Change
Fare Revenue	\$ 15,500,000	\$ 15,500,000	\$ -	0.0%
Contracted Services	649,730	649,730	-	0.0%
Other Income	5,890,000	5,890,000	-	0.0%
State and Local	158,801,942	158,801,942	-	0.0%
Federal	53,577,688	56,874,918	3,297,230	6.2%
Total	\$ 234,419,360	\$ 237,716,590	\$ 3,297,230	1.4%
Expenses				
Labor/Fringes	\$ 160,969,320	\$ 160,969,320	\$ -	0.0%
Services	22,151,982	19,421,495	(2,730,487)	-12.3%
Supplies	18,273,662	17,934,662	(339,000)	-1.9%
Utilities	8,231,000	8,009,000	(222,000)	-2.7%
Insurance/Liabilities	19,792,888	28,337,862	8,544,974	43.2%
Other expenses	5,000,508	3,044,251	(1,956,257)	-39.1%
Total	\$ 234,419,360	\$ 237,716,590	\$ 3,297,230	1.4%

RESOLUTION NO. 2023-09-095

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

September 25, 2023

SECOND AMENDMENT TO THE FY 2023 OPERATING BUDGET

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

THAT, the Second Amendment to the Fiscal Year 2023 Operating Budget increasing the Operating Budget by \$3,297,230, as further set out in Exhibit A, is hereby approved.

THAT, the Board hereby authorizes the General Manager/CEO or his designee to restructure the budgeted operating revenues for Fiscal Year 2023 consistent with the requirements contained in Governmental Accounting Standards Board (GASB) Statement 95.

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

Exhibit A

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Other expenses	5,000,508	3,044,251	(1,956,257)	-39.1%
Total	\$ 234,419,360	\$ 237,716,590	\$ 3,297,230	1.4%

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Carmen Alba, Acting VP Light Rail Operations
SUBJ: APPROVING THE FIFTH AMENDMENT TO THE CONTRACT FOR LOW FLOOR LIGHT RAIL VEHICLE PROCUREMENT WITH SIEMENS MOBILITY, INC. FOR PURCHASE OF EIGHT ADDITIONAL S700 LIGHT RAIL VEHICLES

RECOMMENDATION

Motion to Approve.

RESULT OF RECOMMENDED ACTION

Approving the Fifth Amendment will exercise Sacramento Regional Transit District's (SacRT) option to purchase eight additional low floor light rail vehicles, along with special tools and spare parts.

FISCAL IMPACT

The Fifth Amendment will increase the Contract Total Consideration with Siemens Mobility, Inc. (Siemens) by a minimum of \$35,656,811.57, plus contractual escalation factors to be applied in December 2025, and applicable state and local taxes. The price of \$35,656,811.57 includes the 2.5% minimum annual escalation of costs for the 46-month period between February 2022 and December 2025, in accordance with the Contract terms. There will be an additional cost escalation applied in December 2025 at the midpoint of delivery of the option order of eight vehicles, which will be calculated at that time using published labor and material indices agreed to in the Contract. It is not possible to estimate those escalation costs at this time. The base increase remains within the approved FY24 Capital Budget. The amendment will contain a spare parts allowance of \$3,000,000.00 and an allowance of \$1,500,000.00 for special tools. Pricing for spare parts and special tools will be based on the current pricing offered by Siemens (the initial pricing set out in the Contract was valid for 12 months only; Siemens has an obligation under the Contract to provide annual updates to the spare parts list). The Fifth Amendment and associated costs are funded with a combination of state funds including Solution for Congested Corridors Program \$22,994,000, Local Partnership Program \$1,437,000, and Low Carbon Transit Operations Program \$400,000; and federal funds including Rail Vehicle Replacement Program \$22,128,700, STP \$7,920,000, SACOG 5307 \$631,727, and SACOG Transformative \$6,462,500. Total funding identified for this project is \$61,973,927. The grant funding awarded to SacRT for this purchase will not be

available until December 2023, so it will not be available when the first payment is due in November. However, staff has identified alternative funding that will be available to make the November payment. Upon receipt of the grant funds awarded for this project in December, staff will reallocate the new grant funds to reimburse the funds used to make the November payment.

DISCUSSION

SacRT and the San Diego Metropolitan Transit System (SDMTS) released a joint Request for Proposals (RFP) for Low-Floor Light Rail Vehicle (LRV) Procurement on December 14, 2018. On February 21, 2019, SDMTS received one proposal from Siemens. The RFP provided for a base order of 25 LRVs for SDMTS with an option for SDMTS to acquire an additional 22 LRVs, and a SacRT option to procure up to 76 LRVs during the 7-year contract term.

On March 23, 2020, the Board approved the award of the Contract for 20 LRVs with Siemens for \$99,974,483.00, plus applicable California state and local sales and transaction taxes. Subsequently, the First Amendment to the Contract was executed on July 10, 2020, to revise the project schedule. On April 8, 2021, the Second Amendment was executed to add installation of railway worker protection equipment and increase the total consideration to \$100,280,347.48, plus applicable California state and local sales and transaction taxes. On October 25, 2021, the Board delegated authority to the General Manager/CEO to approve the Third Amendment to allow changes to the low-floor vehicles to improve maintainability and enhance features in the vehicle for passengers with disabilities. The Third Amendment increased the total consideration to \$100,688,819.68, plus applicable California state and local sales and transaction taxes. The Fourth Amendment increased the Contract to include the purchase of eight additional LRVs, for a total of 28, and increased the Contract Total Consideration to \$135,836,248.12, plus applicable California state and local sales and transaction taxes and any differential amount required to be paid when the escalation formula is applied at the midpoint of delivery of the option order of 8 LRVs if the cumulative increase is in excess of the previously-applied 2.5% annual escalation.

The Fifth Amendment would modify the Contract to include the purchase of eight additional LRVs, for a total of 36. The initial increase to the Total Consideration for the additional 8 vehicles at the cost of \$35,656,811.57, special tools not to exceed \$1,500,000.00, and spare parts not to exceed \$3,000,000.00. The Contract specifies a “base price” of \$4,046,524.00 per option LRV, which is then escalated based on the percentage increase in specified producer price and labor indices measured for the period between delivery of the 12th LRV of the base order for SDMTS (February 2022) and the midpoint of delivery of the option order (the currently-scheduled midpoint of delivery of the eight LRV option order is December 2025), which is a period of 46 months. The Contract specifies a minimum escalation rate of no less than two and one-half percent (2.5%) per annum (0.2084% per month). The total estimated price of \$40,156,811.57 is based on this minimum escalation, which will raise the Contract Total Consideration to a minimum total amount of \$175,993,059.69, plus applicable taxes and fees and any

applicable future escalation in excess of the 2.5% per year. The Fifth Amendment would also make a clarifying change to the escalation language in the Contract to specify that any Break in Production fee will be applied based on the originally-specified delivery date and that subsequent changes to either accelerate or delay the delivery will not affect the applicability of the Break in Production fee.

RESOLUTION NO. 2023-09-096

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

September 25, 2023

APPROVING THE FIFTH AMENDMENT TO THE CONTRACT FOR LOW FLOOR LIGHT RAIL VEHICLE PROCUREMENT WITH SIEMENS MOBILITY, INC. FOR PURCHASE OF EIGHT ADDITIONAL S700 LIGHT RAIL VEHICLES

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

THAT, the Fifth Amendment to the Contract for Low-Floor Light Rail Vehicle Procurement by and between Sacramento Regional Transit District (therein "SacRT") and Siemens Mobility, Inc. (therein "Contractor") whereby Contractor agrees to provide eight additional LRVs, for a total of 36, spare parts, and special tooling and the total Consideration is increased by a minimum of \$40,156,811.57, from \$135,836,248.12 to \$175,993,059.69 plus applicable California state and local sales and transaction taxes and any differential amount required to be paid when the escalation formula is applied at the midpoint of delivery of the option order of eight LRVs if the cumulative increase is in excess of the previously-applied 2.5% annual escalation, is hereby approved.

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

PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Shelly Valenton, Deputy General Manager/CEO
SUBJ: PRESENTATION ON ONGOING PROJECTS AND INITIATIVES

RECOMMENDATION

No Recommendation - For Information Only.

DISCUSSION

Presentation to provide updates on Sacramento Regional Transit District's ongoing projects and initiatives.

Ongoing Projects and Initiatives

September 25, 2023

Shelly Valenton, Deputy General Manager/CEO

Jason Johnson, VP, Finance/CFO

Devra Selenis, VP, Partnership and Communication

Lisa Hinz, VP, Security, Safety, & Customer Satisfaction

New initiatives to be implemented:

- Community advocate recognition program
- Bring back the secret shopper program
- Partnerships with schools and potential school advocates to further increase student ridership

Improved communication on ongoing initiatives/concerns:

- Reimagine Watt/I-80 project status
- Low Floor light rail train concerns and public outreach
- Expand messaging/communication when there are trip cancelations during peak hours

Report on suggestions that are already being implemented:

- Leveraging technology (consolidated app, etc.)
- Homelessness and social equity program

Response to questions / analysis of potential initiatives suggested:

- Fare free program analysis
- Analysis on bus efficiency and use of smaller buses for low ridership routes
- Analysis re challenges with a “horizontal region” (TOD/Green Means Go presentation)
- Next route optimization study
- Response to customer feedback

Discussion Topics (Review)

July Meeting:

- Community advocate recognition program
- Reimagine Watt/I-80 project status
- Low Floor Light Rail Train concerns and public outreach
- Social Equity Program

August Meeting:

- FY 2023 Strategic Plan Annual KPI Results
- Mystery rider program

September Meeting

- Fare free program analysis
- Leveraging technology to enhance the customer experience
- Safety incidents monitoring and prevention

October Meeting:

- Bus efficiency and use of smaller cutaways
- School partnerships to promote RydeFree RT
- Community advocate recognition
- Other major SacRT projects



Discussion Topics (Review)



Fare Free Analysis

Jason Johnson, VP of Finance/CFO

Areas of Analysis

- Existing Sources of District Revenues
- Potential Ridership Gains
- Impacts to Operations
- Capital Needs
- Other Agency Implementations

Current District Revenue Sources

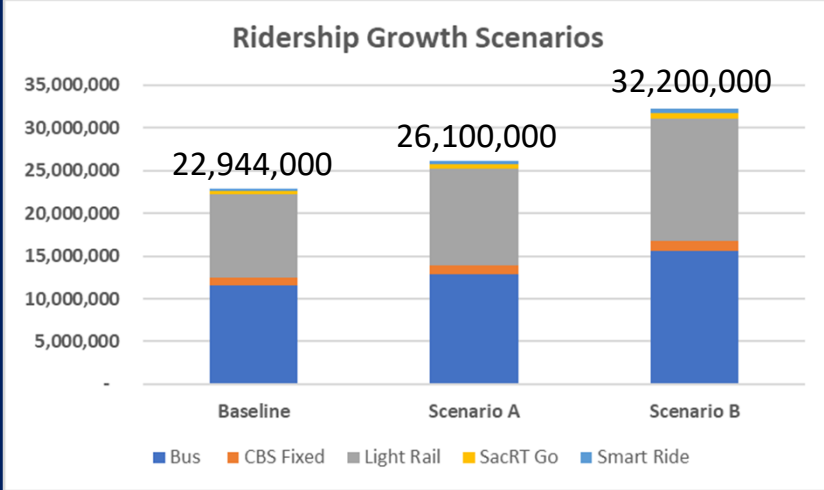
- District fares projected to make up only 6.9% of operating budget in FY24.
- Fare Subsidy programs (RydeFreeRT & others) further reduce out of pocket costs for passengers.

District Revenue Sources	Amount	% of Total
Fare Revenues		
Passenger Paid Fares	8,081,800	3.2%
Subsidized Fares	9,218,200	3.7%
Total Fare Revenues	17,300,000	6.9%
Non-Fare Revenue Sources		
State and Local	168,495,265	67.5%
Federal	58,540,005	23.6%
Contracted Services	799,730	0.3%
Other RT Revenues	4,365,000	1.7%
Total Non-Fare Revenue Sources	232,200,000	93.1%
Total FY 24 Operating Revenues	249,500,000	100.0%

Ridership Analysis

- Baseline ridership set to Pre-Covid levels.
- Higher ridership growth will be observed on services where the fare reduction is greatest.

Mode	Baseline	Scenario A Estimate		Scenario B Estimate	
	Ridership	Ridership	% Growth	Ridership	% Growth
Bus	11,514,000	12,922,000	12%	15,549,000	35%
CBS Fixed	925,000	1,037,000	12%	1,244,000	35%
Light Rail	9,819,000	11,291,000	15%	14,237,000	45%
SacRT Go	377,000	503,000	33%	754,000	100%
Smart Ride	309,000	347,000	12%	416,000	35%
System Wide	22,944,000	26,100,000	14%	32,200,000	40%



Impacts to Operations

Fixed Route Bus/CBS

- Best equipped to handle substantial ridership growth at existing service levels.
- Additional vehicles/operators will be needed to meet service demands.

Light Rail

- Increased consist lengths needed throughout the day, not just at peak.
- Minimizes opportunity for preventative maintenance on LR vehicles.
- Additional security needed for LR vehicles/stations to ensure rider safety.

Demand Response

- Capacity reached at existing ridership levels.
- Significant need for additional vehicles/operators
- Legal concerns regarding missed trips on ADA service.

Additional Operating Costs

Item	Scenario A	Scenario B
Increase in Cost due to Additional Service	\$ 12,000,000	\$ 40,200,000
Increase in Safety/Security Costs	3,200,000	3,200,000
Fare Revenue Reduction	26,820,000	26,820,000
Estimated Shortfall in Annual Operating Budget*	\$ 42,020,000	\$ 70,220,000
Total Annual Ridership	26,100,000	32,200,000
Ridership Growth (per model)	3,100,000	9,200,000

- Shortfall includes hiring 72 new operators in scenario A, 330 new operators in scenario B and 30 new members of the safety/security team.
- Model assumes ridership and revenues have returned to pre-COVID levels prior to implementation and any cost savings from lack of fare collection have been incorporated into the fare revenue reduction.
- Additional service costs reflect increases to direct costs only and assumes no new administrative staff

Potential Capital Impacts

Item	Scenario A	Scenario B
Bus Purchase -SacRT GO	\$ 4,300,000	\$ 21,500,000
Bus Purchase - Fixed Route	3,800,000	23,750,000
Zero Emission Vehicle Infrastructure	5,600,000	30,000,000
Maintenance/Storage Facilities	Unknown	Unknown
Capital Needs Summary*	\$ 13,700,000	\$ 75,250,000

- The additional cost for Maintenance/Storage facility needs is unknown at this time but could be significant based the quantity of vehicles needed.
- Assumes 50% of future bus purchases are zero emission vehicles.

Other Agency Studies/Implementations

Agency	Notes
Kansas City	In 2019 launched free rail service in downtown KC. This was expanded to bus and Paratransit in summer 2020 due to COVID. KC is considering ending the program in 2023 and returning to charging fares.
Houston	Houston metro did expansive research into a fare free transit system. Ultimately Houston decided not to due to unknown costs related to expansion of services and operator availability.
Washington D.C.	Washington DC council approved fare free transit within the city limits on MetroBus services in December 2022. Program was set to launch in July, but has been delayed by a year due to budgetary issues.

Summary of Analysis

Safety/Security

- Peer agencies have reported a need for significant additions to safety/security staffing during fare free pilot programs.

Service Reliability

- Increased demand on ADA paratransit services could present legal issues for SacRT if we are unable to provide enough service to meet demand
- Increased demand on fixed route services may lead to service reliability issues as vehicles will have less downtime for preventative maintenance work.

Cleanliness

- Increased demand on services will put extra strain on staff to maintain cleanliness standards

Funding Shortfall

- No permanent funding source to cover lost revenues and operating expenditure increases
- Increased capital expenditures will compete with other projects for funding



Leveraging Technology to Enhance the Customer Experience

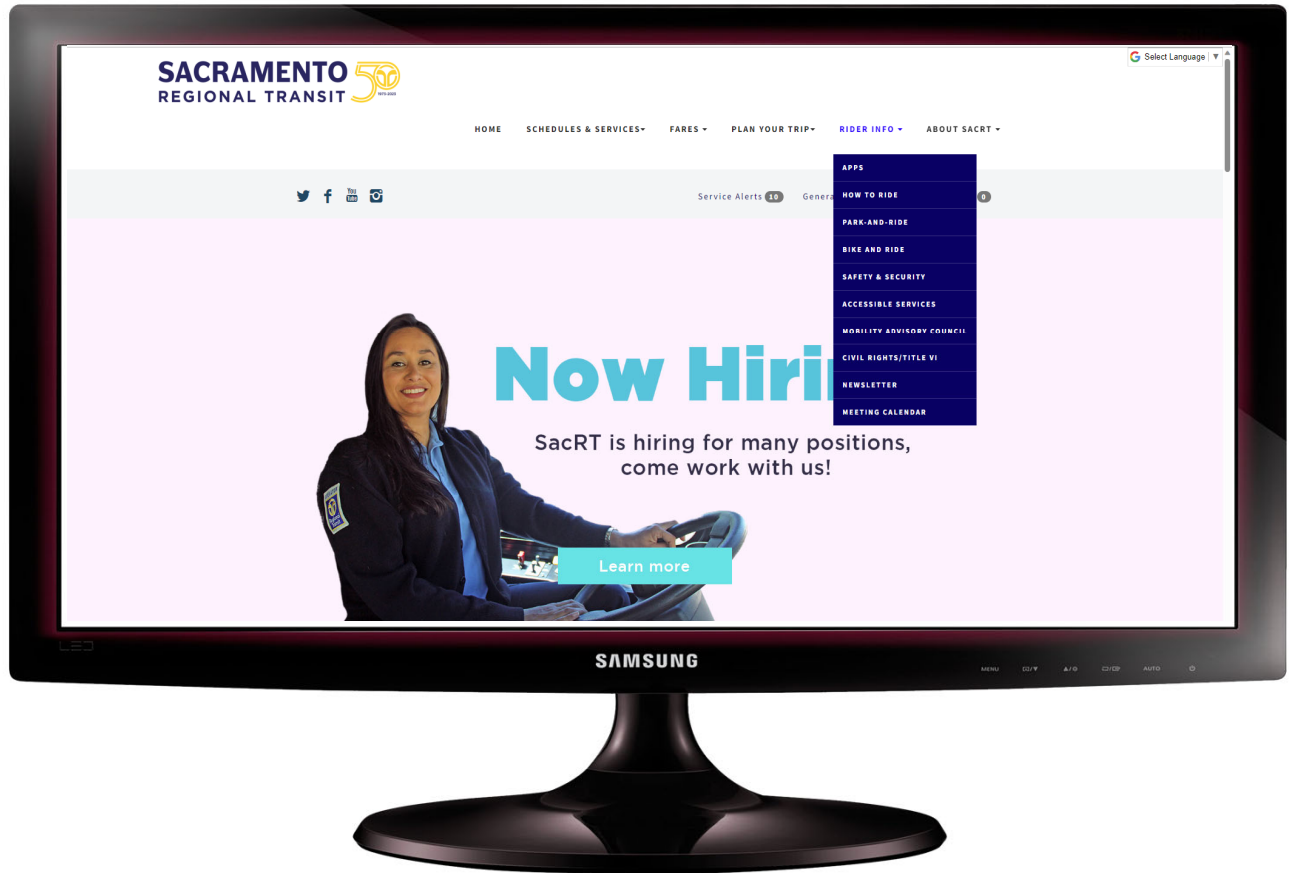
Devra Selenis, VP of Partnerships and Communication



- **Website**
- **Light Rail Passenger Communications**
- **Mobile App Consolidation**
 - Mobile Ticketing
 - Safety & Security Reporting
 - Multi-Modal Trip Planning



Leveraging Technology



Current Website

Visually Appealing

- Attractive mix of text and graphics
- Common look and feel and be consistent with branding

Easy to Navigate

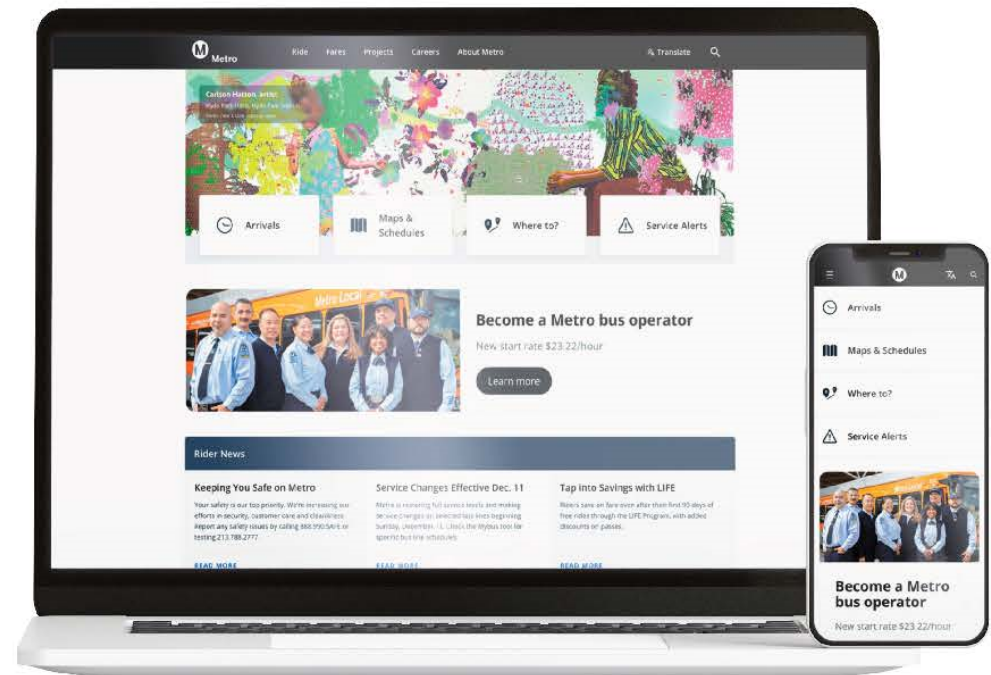
- Easy to navigate
- Grouped and presented in a logical manner with one click to find desired information

Fast-Loading Pages

- Balance of text and graphics that work with slow connections

Mobile Friendly

- Optimized for smaller screens



Improved Website



Passenger Announcement System & Train Technology Refresh

Operating a Mixed Fleet in the Central City



Low-Floor



High-Floor



Passenger Announcement System & Train Technology Refresh



Mobile App Consolidation Project

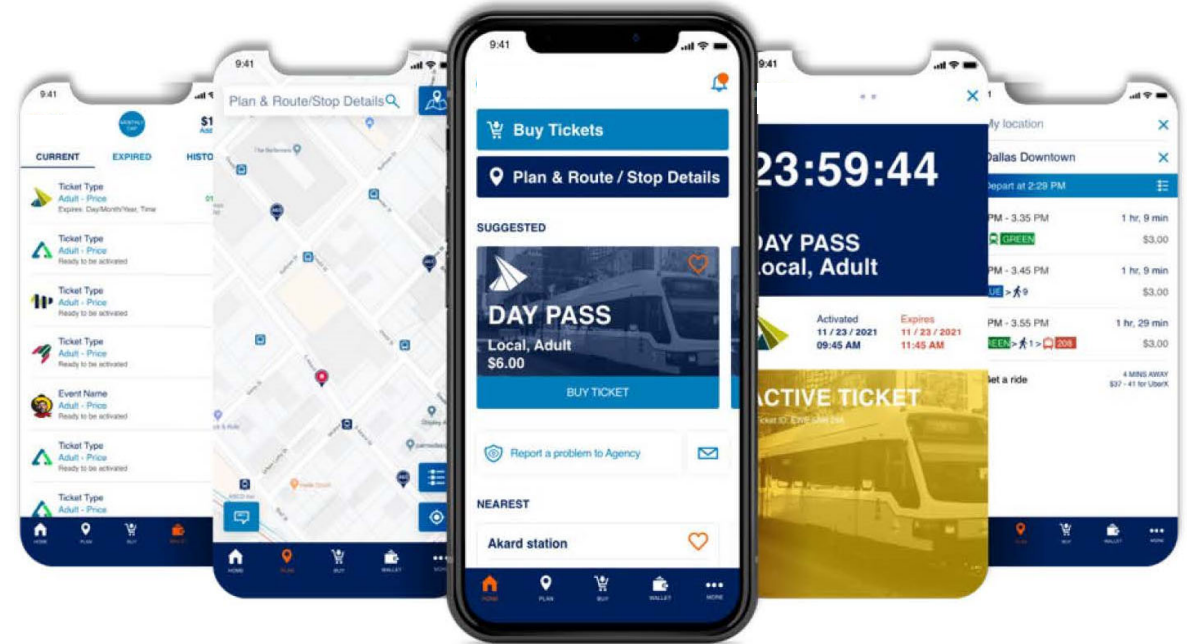
One App That Does It All

Reduce the number of apps

- Consolidating as much functionality as possible
 - Mobile Ticketing
 - Safety & Security Reporting
 - Multi-Modal Trip Planning
 - Push Notifications

Easy and intuitive to use

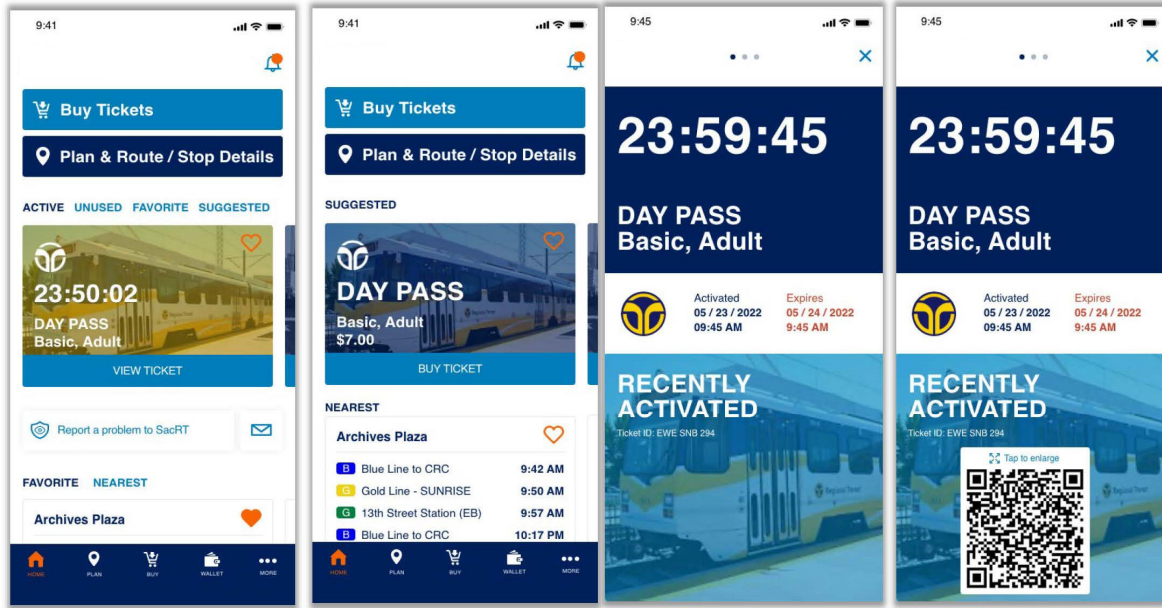
- Simple menu to make it fast to navigat



Mobile App Consolidation Project



Mobile Ticketing/Contactless Payment

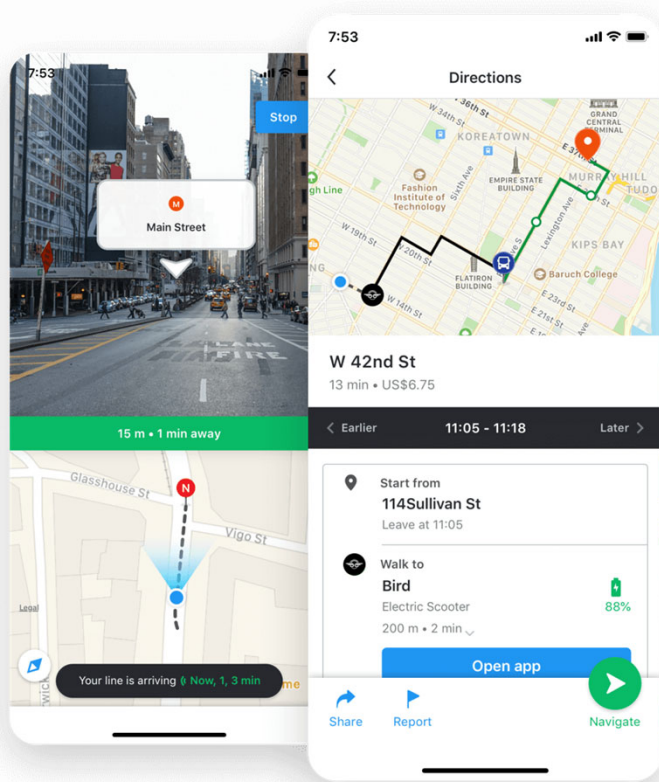


Mobile Ticketing/Contactless Payment

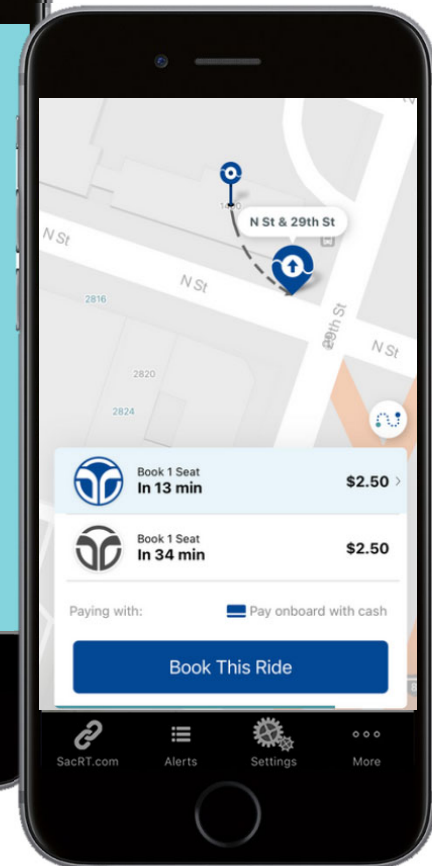
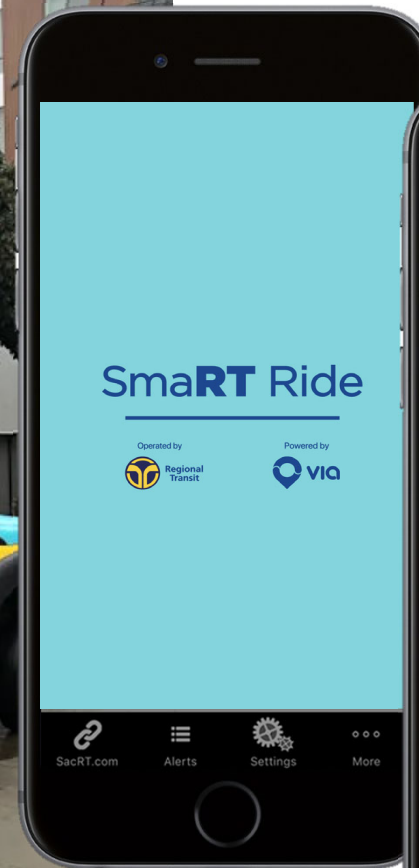
- **Option for anonymous reporting**
- **Has the ability to upload photos**
- **Detailed reporting system for riders**
 - Suspected human trafficking
 - Harassment
 - Criminal Activity
 - Nuisance Behavior
 - Maintenance/Trash
 - Fare Vending Machine Problem
 - Unattended Bag or Package
 - Graffiti/Vandalism
 - Customer Comment/Feedback



Customer Service/Safety/Facilities Reporting

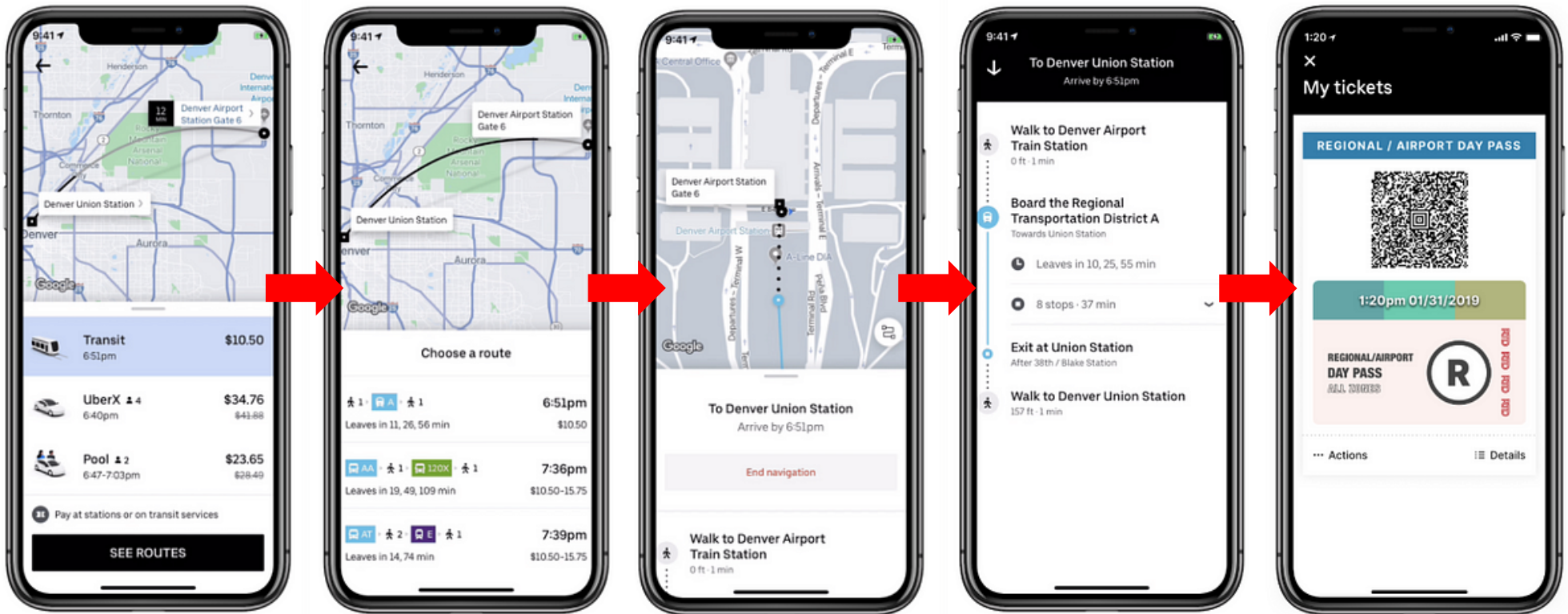


Multi-Modal Trip Planning



Smart Ride Integration

Questions?



Improving the Customer Experience



Safety and Security Incidents Monitoring and Prevention

Lisa Hinz, VP of Security, Safety and Customer Satisfaction

Safety and Security Improvements

- **Watt and I 80**
 - Added Light Duty employees
 - New signage
 - Increased security guards





Increased Security

2 Mobile Camera Trailers
14 new guard positions
Fare Blitz Program

Security Operations Center (SOC)

- Increased staffing
- Locking down video access
- Monitoring target locations
- Voice of God



Safety and Security



Voice of God



Questions from the Board and Customer Service Response to Feedback and Comments

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Chris Flores, Chief of Staff
SUBJ: PRESENTATION ON A SURVEY OF LIKELY SACRAMENTO COUNTY VOTERS FOR THE NOVEMBER 2024 ELECTION

RECOMMENDATION

No Recommendation - For Information Only.

DISCUSSION

On Thursday September 14th, the Sacramento Transportation Authority (STA) presented the results of a recent Sacramento County Survey of likely voters for the November 2024, gauging the public support for a potential measure to address local transportation funding needs in 2024.

The survey was led by TeamCivX and EMC Research. They gathered feedback from interested parties and developed a survey which was conducted during August 6th – 13th, engaging approximately 800 residents in Sacramento County.

Link to the STA presentation:

[STA Presentation on A Survey of Likely Sacramento County Voters for the November 2024 Election](#)

Staff will provide a brief summary of the results.

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Henry Li, General Manager/CEO
SUBJ: GENERAL MANAGER'S REPORT

RECOMMENDATION

No Recommendation - For Information Only.

Major Project Updates

Oral Update

SacRT Meeting Calendar

Regional Transit Board Meeting

October 23, 2023

SacRT Auditorium / Webconference

5:30 P.M

Quarterly Retirement Board Meeting

October 25, 2023

SacRT Auditorium / Webconference

9:00 A.M

Mobility Advisory Council Meeting

October 5, 2023

SacRT Auditorium / Webconference

2:30 P.M

Rail Safety Week

SacRT joined forces with [Operation Lifesaver, Inc.](#) to help prevent tragedies around railroad tracks and trains during Rail Safety Week, September 18 – 24, 2023.

The annual week-long event concentrated on public attention on the need for rail safety education and saves lives by educating and empowering the public to make safer decisions around tracks and trains.

SacRT is sharing messaging this month to urge the public to help *#STOPTrackTragedies*. As part of Rail Safety Week, SacRT created new videos as well as social media posts to raise awareness about track safety.

Tips for Light Rail Train Safety:

1. **Stand Back:** observe the pavement markings. Stand back from the platform, behind the yellow raised markings. Never run or ride scooters, skateboards or bicycles in a station.
2. **See Tracks? Think Train:** remain alert for oncoming trains on station platforms and while driving or walking. Listen and watch for pedestrian and traffic signals.
3. **Cross Legally and Safely:** cross only at designated crossings. Observe signs, signals and pavement markings. Always look for a train.
4. **Stay alert and be aware of your surroundings:** when near tracks or in stations, avoid the danger of distraction caused by cell phones, headphones or other electronic devices.
5. **Wait, Look Both Ways:** light rail trains can travel at any time from either direction and are relatively quiet. After a train has passed, a second train might be traveling from the opposite direction. Always expect a train. Trains are closer and faster than they appear. Multiple tracks may mean multiple trains.

Celebrate California Clean Air Day with SacRT – Free Rides on October 4, 2023

In honor of California Clean Air Day, SacRT is excited to offer complimentary rides systemwide on Wednesday, October 4, 2023. This initiative extends to all our services, including buses, light rail, on-demand SmARt Ride shuttles, SacRT GO paratransit service, and SacRT's e-van service.

Did you know that fossil-fuel powered transportation is the leading contributor to air pollution in California? On Clean Air Day, we invite you to join us in our efforts to make a positive impact on the environment. By choosing an alternative mode of travel, you help us clear the air and work towards a healthier and cleaner future. Leave your car at home and experience the convenience and benefits of using public transit – all for free!

Take the Clean Air Day pledge by visiting cleanairday.org/pledge/individual/sacrt/.

SacRT Station Platform Construction Continues

SacRT is currently working on completing station platform modifications along the Gold Line to meet the height requirements of the new low-floor light rail trains. To date, SacRT has completed platform modifications at 14 Gold Line stations. Starting the weekend of September 16, 2023, SacRT will continue work to complete the modifications to Gold Line station platforms.

Light Rail Service Disruption Planned for September 2023:

- Weekend of September 23 and 24, 2023 (College Greens Station Construction) Gold Line: Bus bridge between Power Inn and Watt/Manlove stations.
- Weekend of September 30 and October 1, 2023 (Watt/Manlove Station Construction) Gold Line: Bus bridge between Power Inn and Butterfield stations.

Bus bridges will be in place most weekends between mid-September 2023 and March 2024 while construction takes place at different stations. Learn more at sacrt.com/stationclosure.

STAFF REPORT

DATE: September 25, 2023
TO: Sacramento Regional Transit Board of Directors
FROM: Michael Cormiae, Director, Light Rail Maintenance
SUBJ: CAPITOL CORRIDOR JOINT POWERS AUTHORITY MEETING
SUMMARY OF SEPTEMBER 20, 2023.

RECOMMENDATION

No Recommendation - For Information Only.

SacRT Board Members present: Bret Daniels, Caity Maple.

RESULT OF RECOMMENDED ACTION

AGENDA

- I. Call to Order 10:00
- II. Roll Call and Pledge of Allegiance
- III. Report of the Chair
- IV. Consent Calendar *Action-Passed*
 1. Approve Minutes of the June 21, 2023, Meeting
 2. Approve 2024 CCJPA Board of Directors Meeting Schedule
 3. Authorize Sacramento to Roseville Supplemental Environmental Impact Report (EIR) Budget
 4. Authorize Agreement for Cycle 3 Solutions for Congested Corridor Program (SCCP) Baseline for State Funding for the Sacramento to Roseville Third Track Project, Phase One.
 5. Authorize Amendment Two to the FY 2023 Amtrak Operating Agreement for Passenger Information Display System (PIDS) Electronic Signage Replacement at Sacramento Station.
 6. Authorize Amendment Three to the FY 2023 Amtrak Operating Agreement for California Passenger Information Display System (CalPIDS) Procurement Support for Cabinet Installations at San Joaquins and Altamont Corridor Express (ACE) Stations.
 7. Authorize Amendment One to Cooperative Agreements with the San Joaquin Joint Power Authority (SJPA) and the San Joaquin Regional Rail Commission (SJRRC) for Design, Installation, Operation, and Maintenance of California Passenger Information Display System (CalPIDS)
- V. Action and Discussion Items
 1. CCJPA FY 2023-24 Service Plan / Budget Authorization *Action – Passed*
Public comment: M. Barnbaum.
Director comment: R. Saltzman, L. Frericks.
 - i. (Est. Time: 15 minutes)

2. CCJPA Communications Strategy – (Est. Time: 15 minutes) *Info*
Public Comment: M. Barnbaum
Director comments: S. Jain, C. Maple, B. Houdesheldt, Hernandez.
 3. Capital Project Update – (Est. Time: 10 minutes) *Info*
 - a. Capital Project Spotlight: Grade Crossing Safety
 - b. CCJPA Capital Project Portfolio*Public comment: None.*
Director comment: S. Jain, B. Houdesheldt, S. Bird, B. Daniels, L. Frerichs.
 4. Legislation and Funding Update – State and Federal *Info*
Public comment: None
Director comment: None
 5. Managing Director’s Report (Est. Time: 10 minutes) *Info*
Public comment: None.
Director comment: C. Maple, R. Raburn, S. Jain,
 6. CCJPA Project and Program Updates (Est. Time: 0 mins) *Info*
 - a. Marketing and Communications Activities
 - b. Sacramento to Roseville Third Track
 - c. South Bay Connect
 - d. Davis Crossover and Signal Replacement
 - e. Stege Crossover and Signal Upgrade
 - f. Agnew Siding
 - g. California Passenger Display System (CalPIDS) Modernization
 - h. Right-of-Way Safety & Security
 - i. Link21 Program*Public comment: None*
Director comment: C. Maple, R. Raburn, S. Jain,
- VI. Board Director Reports
- VII. Public Comments
Public Comment: M. Barbaum.
- X. Adjournment

Adjournment. Next Meeting Date: 10:00 a.m., November 15, 2023 – San Francisco Bay Area Rapid Transit Board Room.