

Labor Agreement and Retirement Plan

Between

SACRAMENTO REGIONAL TRANSIT DISTRICT

And

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

“Freedom Through Organization”



**Effective
January 1, 2023 through December 31, 2026**

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Agreement

This Agreement, made and entered into this first day of , by and between the SACRAMENTO REGIONAL TRANSIT DISTRICT, Party of the first Part, hereinafter referred to as the:

“SacRT”

and Division 256 of the AMALGAMATED TRANSIT UNION AFL – CIO, Party of the Second Part, hereinafter referred to as the:

“UNION”

SECTION A – GENERAL PROVISIONS

ARTICLE 1: GENERAL PURPOSES

SECTION 1 – This Agreement is intended to promote, and shall be so construed and interpreted as to carry out the following general purposes:

- a. The promotion of harmonious relations between SacRT and the UNION;
- b. The encouragement of cooperation among all employees of SacRT who are members of the UNION who are covered by this Agreement;
- c. The maintenance of the most satisfactory service to the traveling public;
- d. The fostering of public sentiment favorable to the operations of SacRT;
- e. The maintenance of fair wages, hours, and working conditions for all employees of SacRT who are covered by this Agreement;
- f. The establishment and maintenance of an orderly collective bargaining procedure between SacRT and the UNION; and,
- g. The securing of prompt and fair disposition of all grievances and disputes.

ARTICLE 2: RECOGNITION AND BARGAINING UNIT

SECTION 1 – SacRT fully recognizes the UNION as the sole and exclusive collective bargaining agent of all employees of SacRT within the bargaining unit hereafter defined.

SECTION 2 – The UNION’s representative shall be permitted by SacRT to transact UNION business on the premises of SacRT during working hours, but at no time shall representatives unreasonably delay any employee at work.

SECTION 3 – Bargaining Unit: For the purposes of applying this contract, the bargaining unit shall include all employees within the service of SacRT in the following classifications or occupations: Employees who perform their duties on board coaches; Employees defined in the Rail Recognition Agreement dated March 6, 1984; Employees in the Clerical Unit as defined in Certification of California State Conciliation Service dated September 10, 1975; Fare Inspection Officers (now Transit Officers) as defined in the decision on the Petition for Unit Clarification signed and dated June 23, 1988; and Transit Ambassador and Lead Transit Ambassador as defined in the Side Letter dated May 29, 2019, excluding supervisory personnel, maintenance personnel, investigators, checkers, carders, and persons assigned occasionally as hosts or hostesses.

SECTION 4 – Both parties to this Agreement shall have their respective authorized representative(s) meet with the authorized representative(s) of the other party on all grievances that may arise during the life of this Agreement. Authorized UNION representatives will be designated and named by the UNION in writing, and the authorized SacRT representatives shall be designated and named by SacRT in writing.

SECTION 5 – All authorized UNION representatives not on leave of absence or on official UNION business are subject to all the rules and regulations regarding the conduct of employees on the premises of SacRT.

SECTION 6 – It is understood and agreed by the parties hereto that each will cooperate with the other in reducing to a minimum the actual time spent by authorized UNION representatives investigating, presenting, and adjusting grievances or disputes.

SECTION 7 – Should the UNION or SacRT desire to discuss any general problems not pertaining to grievances, a meeting shall be arranged upon request.

SECTION 8 – Time lost by employees due to performing UNION duties shall not affect years of service nor earning averages for pension purposes.

SECTION 9 – The appropriate supervisor will be notified at least eighteen hours (18:00) 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.)

ARTICLE 3: UNION SECURITY

SECTION 1 – 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.

SECTION 2 – Any employee who is or who becomes a member of the UNION shall tender to the Union periodic dues uniformly required by UNION as a condition of acquiring or retaining membership.

SECTION 3 – The UNION certifies that it has and shall maintain individual employee authorizations. SacRT shall make semi-monthly payroll deduction of UNION dues from the earnings of each individual employee, whom the UNION certifies has given written affirmed consent, authorizing SacRT to make deduction on their behalf. The UNION agrees to notify SacRT of any membership status changes. SacRT shall rely on the information provided by the UNION regarding canceling or changing deductions.

SECTION 4 – SacRT shall forward the names of all persons covered by this Agreement entering or leaving its employ to the Secretary or President/Business Agent of the UNION each day (in writing), together with the designation of the department, division or work unit to which such persons are or were assigned, noting such persons who are leaving or returning from military service.

ARTICLE 4: CHECK-OFF

SECTION 1 – 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 as may be levied by the UNION. The UNION shall furnish to SacRT at least two (2) days prior to the end of each pay period an alphabetical list of all employees of SacRT belonging to the UNION, together with the amount of the deductions to be made from the next paycheck of each person shown on such list. SacRT agrees to remit to the UNION by the 10th and 25th day of each calendar month the aggregate amount of deductions shown on the lists so furnished during the immediate preceding pay period. Paydays may be changed by mutual agreement.

SECTION 2 – SacRT shall refer all employee inquiries regarding merit of union membership, the process for authorizing dues deduction and or/or process for revocation of dues deduction authorization to UNION

SECTION 3 – SacRT shall notify UNION in advance of schedule new employee orientation which will be attended by ATU bargaining unit employees and shall afford UNION representatives reasonable time, no less than 60 minutes, to meet with new employees to discuss UNION programs and membership.

SECTION 4 – To the extent required by the state law, UNION agrees to indemnify SacRT for any claims made by an employee challenging dues deductions.

SECTION 5 – Dispute arising under this Article shall be referred directly to Step 3 under the grievance procedure (Article 6, Section 6) of this Agreement.

ARTICLE 5: DISCIPLINE – COMMENDATIONS – RECORDS

SECTION 1 – No complaint or charge shall serve as proper cause for discipline or discharge or be placed in an employee’s record unless based upon a written entry in the employee’s service record which conforms to all requirements of Sections 2, 3 and 4. Before suspension or discharge is assessed that resulted from a complaint from a Third Party (non-SacRT employee), the employee and Union representative will be allowed to question the witness (complainant(s)). Individuals disabled or otherwise unable to participate in a meeting may be represented by a caregiver or other individual legally entitled to act on the employees behalf. Following the meeting, SacRT will issue a written decision upholding, amending or withdrawing the proposed disciplinary action. Upon receipt of the decision, the Union may appeal the action pursuant to the grievance procedure set out in Article 6. All other disciplinary action assessed based upon a Third Party complaint will be handled in accordance with the grievance procedure. Nothing herein shall be construed to prevent representatives of Union and Management from meeting for the purpose of informally resolving any proposed action. The presence or absence of any other complaints or charges entered in the employee’s record in the preceding year, except as modified by Section 4, below, and in accordance with all requirements of Sections 2 and 3, will be considered before assessing any disciplinary action. Nothing in this Agreement shall prevent Management from discussing with an employee a complaint or charge that does not conform to these requirements.

SECTION 2 – No detrimental entry in an employee’s record shall be used for disciplinary or discharge purposes unless placed in writing and signed by the person making the complaint or charge and the employee and the Union, within 15 calendar days from when received by SacRT, are presented with a copy of the same and given three (3) working days notice, during which time such employee shall be given an opportunity to answer the charge in writing or request a meeting to answer the charge orally. Third Party complaints made by disabled persons unable to sign a complaint may be signed by a caregiver or other person legally entitled to act on behalf of the complainant. Notice of such charge shall be in writing and delivered personally. Employees shall be permitted to inspect their records upon request, provided that evidence and reports of stealing shall not be considered part of the record, unless and until formally entered on the record. The Union shall be given copies of all complaints pertaining to employees.

SECTION 3 – Notifications regarding detrimental entries in employee’s records, which are issued by the Transportation or Light Rail Department personnel may be delivered to the employee by the dispatcher, department head, or immediate supervisor, and all other personnel by their immediate supervisor. Copies of all such notifications will be sent to the UNION by SacRT.

SECTION 4 – Notations of one (1) year’s standing or more on service records of employees will not be considered in disciplinary cases, provided however, that consideration of notations older than one year but not older than three (3) years will be allowed in disciplinary cases involving preventable accidents, drug, or alcohol abuse which is clearly related to job performance.

SECTION 5 – If upon review of a suspension or a discharge, it is found that an employee was improperly suspended or discharged, they shall be reinstated to their former position without loss of seniority and with all of the wages they would have earned had the employee not been suspended or discharged paid. If the review should show that a penalty was justified but the penalty imposed was too severe, the employee shall be returned to duty as above, and that portion of the employee lost wages which was determined to be excessive shall be paid to employee. It is agreed that, if it is found that the discipline was improperly assessed, no entry shall be made on the employee’s record of such discipline; if the discipline was properly assessed, but found to be excessive, proper notations shall be made in the employee’s records.

SECTION 6 – Any employee charged with being under the influence of liquor, illegal drugs, or misuse of all other drugs while on duty shall be requested to submit to a medical examination before being disciplined. Refusal on the part of the employee to submit immediately to this test will constitute acknowledgment of guilt.

SECTION 7 – SacRT shall present employees with copies of all complimentary letters and reports received from any source regarding said employees except those pertaining to employment references.

SECTION 8 – SacRT will keep all personnel records confidential, in accordance with applicable state and/or federal regulations.

ARTICLE 6: GRIEVANCE PROCEDURE

DEFINITIONS

SECTION 1 – The term “grievance” shall mean a complaint or dispute arising between the parties to this Agreement concerning the proper interpretation or application of any of the provisions of this Agreement. “Management Representative”, “Department Manager/Director”, or “General Manager/CEO” as used in this Article refers to those persons or their designated representatives.

FIRST STEP

SECTION 2 – An employee who has a grievance shall fill out a grievance form provided by the UNION. The grievance shall be written up with a clear indication of the question(s) raised by the grievance and the article(s) or section(s) which have been violated.

SECTION 3 – The grievance form shall be signed by the grieving employee and/or the UNION Representative. The written grievance shall be dated and signed as received by the appropriate Management Representative. The written grievance must be presented within ten (10) calendar days after the employee receives notice, either orally or in writing, of SacRT’s adverse position, or within ten (10) calendar days after the employee could reasonably have been expected to know he or she had a grievance, whichever is sooner.

SECTION 4 – Management Representative receiving the written grievance shall hold a hearing within five (5) calendar days (excluding Saturdays, Sundays, and holidays), and

shall present the employee's decision in writing within five (5) calendar days (excluding Saturdays, Sundays, and holidays) after the date of the hearing, and such decision shall state the facts upon the employee's decision is based, including the remedy or correction offered, if appropriate.

SECOND STEP – DEPARTMENT MANAGER/DIRECTOR

SECTION 5 – If the employee and/or the UNION Representative are not satisfied with the decision rendered at the First Step, then the grievance shall be presented to the Department Manager/Director within five (5) calendar days (excluding Saturdays, Sundays, and holidays), and a hearing held within five (5) calendar days, or at the next regularly scheduled meeting. The Department Manager/Director shall present the employee decision in writing within five (5) calendar days (excluding Saturdays, Sundays, and holidays) after the hearing, and shall state the facts upon which the employees decision is based, including the remedy or correction offered, if appropriate.

THIRD STEP – GENERAL MANAGER/CEO

SECTION 6 – If the employee and/or UNION Representative are not satisfied with the decision rendered at the Second Step, then the grievance shall be presented to the General Manager/CEO within five (5) calendar days (excluding Saturdays, Sundays, and holidays), and a hearing held within five (5) calendar days or at the next regularly scheduled meeting. The General Manager/CEO shall present the employees decision in writing within five (5) calendar days (excluding Saturdays, Sundays, and holidays) after the hearing, and shall state the facts upon which the employees decision is based, including the remedy or correction offered, if appropriate.

SECTION 7 – Failure of either party to comply with 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. The time limits in this Article may be extended by mutual agreement.

ARTICLE 7: ARBITRATION – FOURTH STEP

SECTION 1 – Any dispute or grievance not satisfactorily adjusted at the Third Step may be submitted to arbitration by SacRT or the UNION, as provided for in this Article.

SECTION 2 – Whenever the UNION has submitted a grievance which has been decided adversely to the UNION and desires to arbitrate the dispute, the UNION shall submit a request therefore in writing within five (5) calendar days (excluding Saturdays, Sundays, and holidays) after the next regularly scheduled UNION meeting following the adverse decision of the General Manager/CEO. The matter shall then be submitted to an Arbitration Board.

SECTION 3 – The Arbitration Board shall consist of three (3) persons, one appointed by the UNION and one appointed by SacRT. Such appointments shall be made, and each party shall notify the other of their respective appointment, within ten (10) days from the date the matter was submitted for arbitration. The two so appointed shall endeavor to select the third member. In the event the persons appointed cannot agree on the third

member within ten (10) days of the last appointment, he or she shall be selected in the following manner. The parties shall, within ten (10) days, jointly request the State Conciliation Service to list seven (7) persons qualified to act as an impartial member of the Arbitration Board. The UNION and SacRT shall, within ten (10) days of the receipt of said list, alternately strike three (3) names from said list, and the seventh remaining name shall thereupon be accepted as the third member of the Arbitration Board. The decision as to which shall be first to start the elimination proceedings shall be determined by lot.

SECTION 4 – The issue to be submitted to the Arbitration Board shall be limited to the grievance as submitted in writing and, unless otherwise agreed in writing, the jurisdiction of the Board shall be limited to the determination of said issue. The Board shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of this Agreement.

SECTION 5 – The Board shall meet in the City of Sacramento within ten (10) days after the selection of the third member, or as soon thereafter as possible.

SECTION 6 – The Board, or either party, may call any employee as a witness, and such employee, if on duty, shall be released from duty for the purpose of such appearance.

SECTION 7 – The rulings of the Board with respect to the procedure and all objections to the exclusion or inclusion of evidence shall be binding on the parties.

SECTION 8 – Each party shall bear the expenses and fees of the member appointed by it and its own expenses involved in the matter. All other expenses incurred by the Board, including the making of a record, if the Board deems it necessary, shall be borne equally by the parties. The reimbursement of wages for employees called as witnesses, where a loss of wages has been incurred by said employee, shall be paid by the party calling such witness.

SECTION 9 – The Board's decision shall be in writing and shall be submitted within ten (10) days from the conclusion of the hearing.

SECTION 10 – The decision of the majority of the Board shall be final and binding on the parties.

ARTICLE 8: EXPEDITED ARBITRATION

SECTION 1 – Expedited arbitration shall be used in the cases of disciplinary action instituted by SacRT concerning missouts/lates, accident cases, and running hot. This procedure shall also be used in cases involving attendance, as outlined in the contract, which includes but is not limited to Article 48, Section 1, Article 53, Section 3, Article 83 and any other cases the parties stipulate to do so. Should SacRT issue a notice of intent to discharge, it shall not be implemented until upheld or modified by the Expedited Arbitration Board. All other disciplinary action will be implemented in accordance with existing practices and procedures.

SECTION 2 – The following procedures shall apply to all expedited arbitrations:

- a. Except as provided for in Article 68, Section 7, neither party may be represented by an attorney.
- b. SacRT and the UNION shall each submit two (2) calendar days prior to the hearing a pre-hearing statement to the neutral arbitrator with a copy to the other party, outlining its position and appending whatever exhibits it wishes to present. The employee's attendance record before the month in question shall stand as previously determined and shall not be subject to further factual dispute.
- c. Each party shall have up to one-half hour (:30) to present its case, including whatever time it wishes to reserve for rebuttal, unless the neutral arbitrator limits or extends the time. The presentation may be made by way of statement by the parties' representative, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall be liberally construed. A court reporter shall transcribe the proceedings but a transcript shall be prepared only upon request of either party, and paid for by the requesting party.
- d. Following each case the Board shall meet in executive session. The neutral arbitrator shall moderate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree, the neutral arbitrator shall determine the award. The award shall be announced orally to the parties, including the employee, and shall be documented in writing at the hearing but shall not include a written opinion. The award shall be final and binding but shall not be used as a precedent in any other case.
- e. The fee and expenses of the arbitrator and reporter shall be shared equally by the parties. The reimbursement of wages for employees called as witnesses, where loss of wages has been incurred by said employee, shall be paid by the party wishing to present such witness. Witnesses shall be scheduled so as to minimize disruption of SacRT service and/or UNION business.
- f. The parties will select one (1) arbitrator to serve as the primary neutral arbitrator in all expedited cases. That person shall set aside one (1) day a month to hear as many expedited arbitrations as possible. The parties and the arbitrator may also agree on other dates in any month to hear additional cases.
- g. The parties will also select two (2) back-up neutral arbitrators who will hear expedited cases only if the primary arbitrator is unavailable.
- h. During the term of this agreement, the parties have agreed to the following panel of three (3) Arbitrators, one of which is the primary Arbitrator, the other two as back-ups:

Buddy Cohn

Primary

Fred D'Orazio
Morris Davis

Back-up
Back-up

- i. 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 a new back-up arbitrator will be mutually selected by the parties. If the back-up arbitrator(s) does not wish to become the primary arbitrator, the parties will mutually select a new primary arbitrator.
- j. In the event the parties cannot mutually agree upon the selection of a primary or back-up arbitrator, they shall request a list of seven (7) names from the State Mediation and Conciliation Service. The parties shall flip a coin to decide who will strike first and will then alternately strike names from the list until one (1) person is left who will become the arbitrator. If that person is not willing to serve as arbitrator, the parties will request another list(s) and follow the above procedure until an arbitrator is selected.

ARTICLE 9: LEAVES OF ABSENCE

SECTION 1 – Prenatal and postnatal leaves of absence shall be granted in accordance with applicable state and/or federal law. Receipt of sick leave and other benefits shall be subject to the provisions of this Agreement. This shall apply to all employees in the ATU, Local 256 Bargaining Unit.

Employees granted a leave of absence will not be entitled to accumulation or payment of fringe benefits while on leave. Years of service for pension benefits will not be affected for employees returning from leave of absence. Employees who terminate while on leave of absence will have their termination date revert to the last day worked. Employees on leave terminated due to disability are exempted.

SECTION 2 – Leaves of absence without pay for good and sufficient reason shall be granted employees for a period not to exceed thirty (30) days, unless impossible or impracticable. Employees wishing leave will apply to SacRT for approval, who will not arbitrarily refuse such approval without good cause. Employees will be notified of a decision on an application for a leave of absence within ten (10) days.

SECTION 3 – An employee's election as an officer or member of the Executive Board of the UNION or appointment to act on UNION business, shall be considered a good and sufficient reason for a leave of absence. Any employee elected or appointed to a full-time position in the UNION shall be given a leave of absence for the duration of the employee's term of office, which period may be extended upon official written request. Upon return from such leave of absence, the employee shall be reinstated without loss of seniority at the current rate of pay or any other benefits entitled to, but not during the period of absence except as stated elsewhere in this Agreement.

SECTION 4 – Any employee, who accepts gainful occupation while on leave except as herein specified, terminates the employees employment with SacRT, unless such employment is approved by both SacRT and UNION prior to such employment.

SECTION 5 – Military Leave

- a. An employee providing SacRT notice that he or she is voluntarily or involuntarily leaving employment to undertake uniformed services or other services deemed to be in the uniformed services (e.g., services as a disaster-response appointee upon activation of the National Disaster Medical System) is entitled to a leave of absence (for a cumulative period not to exceed 5 years, with specified exceptions), reemployment, employment benefits, and protection against discrimination and/or retaliation on account of such uniformed service as provided under the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) (49 U.S.C. Sections 4301 – 4334), in addition to any other rights afforded under applicable federal or state law.
- b. Military Reserve and National Guard Service – An employee providing SacRT notice that they have been ordered to active or inactive duty, including for purposes of training, under authority of the State of California, shall be provided a leave of absence pursuant to such rights afforded under applicable state law.
- c. Leave Request – Employees called into service must provide SacRT with 30 days written advance notice of impending service or as much notice as is reasonable under the circumstances. Exceptions will be made where such notice is impossible, unreasonable or precluded by military necessity.

SECTION 6 – Payment of military leave will be in accordance with the applicable state law for any employee who is called up for reserve duty for the U.S. Armed Forces or National Guard. The following conditions will apply:

- a. SacRT must receive a copy of the orders in advance of the requested day or days off. The orders must state that the time requested is part of the employee’s annual training encampment; and
- b. The employee will not receive any compensation from SacRT when required to report for annual training on the employee’s days off.

SECTION 7 – Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA)

It is SacRT’s policy to grant unpaid leave to eligible employees with serious medical conditions in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA) and California Family Rights Act (CFRA). Questions should be directed to the Human Resources Department.

SECTION 8 – California Paid Family Leave

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

SECTION 9 – California State Disability Insurance (SDI)

The Employment Development Department (EDD) administers the California State Disability Insurance (SDI) Program. This program is available to California workers paying SDI taxes. The program affords California workers the ability to replace lost wages due to off-the-job injuries/illnesses. Employees who are experiencing a temporary disability such as illness, injury (either physically or mentally), elective surgery, pregnancy, childbirth, or related medical conditions that prevent him/her from performing his/her regular job duties may submit a claim form to EDD to receive partial wage replacement benefits. For on-the-job injuries/illnesses, employees must contact the Risk Management Unit to file a claim.

ARTICLE 10: LAYOFFS

SECTION 1 – In the event layoffs become necessary by reason of a reduced volume of SacRT’s business, such layoffs shall be based on the inverse order of seniority. SacRT will give employees scheduled for layoff as much advance notice as possible. When vacancies occur thereafter, such laid-off employees shall be rehired on a basis of seniority and prior to the employment of any new employee. Provided, however, that if any such laid-off employees fail to report for duty within 15 calendar days after the mailing to him or her of a written notice, postage prepaid, registered, to the last address known to SacRT, and return receipt requested, he or she shall lose the employee’s right to be rehired hereunder.

SECTION 2 – Transit Officers affected by a layoff may use their SacRT seniority to displace another employee of less seniority from a position they are qualified to fill within the bargaining unit (coach/rail or clerical) from which they came. Qualifications for bumping into a position shall be determined by SacRT.

SECTION 3 – If Regular Transit Operators (including Light Rail Operators) are affected by a layoff, the affected Operators have five working days from the date of the layoff notice to select one of the following options.

- a. He or she can go on layoff. In such event, the Operator’s Division and District seniority including the employee progression through the pay progression are frozen as of the effective date of the layoff.
 1. Upon recall, laid off operators will be recalled in order of their Transit Division seniority.

2. Upon returning to active employment, the movement through the pay progression, if applicable, as well as continuation of accruals based on time worked, shall begin again.
- b. He or she can opt to bump into the CBS Division.
1. All Regular Transit Operators bumping into the CBS Division shall be placed at the top of the CBS Division seniority list in the order of their Transit Division seniority; and
 2. The Operators shall be paid at the rate attained in the Regular Transit Operator pay progression. Time worked, as a CBS Operator, shall count toward continuing movement through the Regular Transit Operator pay progression and toward the accumulation of District seniority.
 3. Upon recall, Operators that opted to bump into the CBS Division shall be recalled in order of their Transit Division seniority. The Operators' pay rate shall be determined by the combined length of time worked as a Regular Transit Operator and as a CBS Operator.
- c. Once an Operator selects an option, it may not be changed.

ARTICLE 11: SEVERANCE PAY

SECTION 1 – When there is a reduction in force in any department and an employee is laid off as a result of such reduction in force, or when an employee is closed out of service by reason of permanent physical disability, The employee shall be paid, subject to the conditions hereinafter set forth, an amount equal to one hundred dollars (\$100) for each completed year of service, computed from the employee's last date of hire. Severance pay shall not be paid to any employee who leaves the service of SacRT for any reason whatsoever other than a result of reduction in force or permanent physical disability.

SECTION 2 – Employees who are entitled to benefits under the pension plan, including but not limited to disability benefits, shall have the option of collecting the pension plan benefits or severance pay, but will not be entitled to receive both.

ARTICLE 12: UNION EMBLEMS

SECTION 1 – UNION members shall be permitted to wear only one UNION emblem in addition to the local UNION anniversary patch as defined in Article 34 - Uniforms, Section 5.

ARTICLE 13: SAFETY AND SANITATION

SECTION 1 – No employee shall be disciplined or discharged for refusing to work under hazardous, dangerous, or unhealthful conditions not normally associated with the employee’s occupation.

SECTION 2 – SacRT shall provide designated restroom facilities locations for all SacRT Routes on driver’s route instructions, for Operators as near as possible to a terminal of each line and provide the UNION with a current list of same. Restroom facilities for clerical employees shall be as near as possible to work areas.

ARTICLE 14: COMPETITIVE EMPLOYMENT

SECTION 1 – No employee, during the term of the employee’s employment with SacRT shall accept employment with another company engaged in a similar, competitive business.

ARTICLE 15: PAYCHECKS AND DEDUCTIONS

SECTION 1 – SacRT agrees to issue paychecks on the 10th and 25th day of each month, except when such dates fall on a Saturday, Sunday, or holiday, when paychecks will be issued the preceding day.

SECTION 2 – Check stubs shall indicate itemized deductions for Social Security, State Disability, UNION dues, withholding tax, group insurance, credit union, United Way, COPE, U.S. Savings Bonds and uniform deductions, if applicable.

SECTION 3 – Payroll deductions will be made as billed. If billed once per month, will be deducted from one (1) payday per month. If billed twice per month, will be deducted from two (2) paydays per month. SacRT will not subdivide any billings, but will distribute various deductions to each of the two (2) paydays per month so as to equalize as nearly as possible the total deductions for the two (2) paydays per month.

SECTION 4 – If the normal date for the wage rate change should fall before the eighth (8th) day of a payroll period, the change will take place on the first (1st) day of that payroll period. Should the normal date for the wage rate change fall on or after the eighth (8th) day of a payroll period, the change will take effect in the next following payroll period. This section shall not apply to the change of rate between trainee rate and first twelve- (12) months rate.

SECTION 5 – Paydays may be changed by mutual agreement.

SECTION 6 – Any paycheck shortage two hours (2:00) at employee’s rate of pay or less will be included in the pay period during which such shortage is reported. Any paycheck shortage of more than two hours (2:00) at employee’s rate of pay will be paid within three (3) days after being reported. All penalty time will be included in the pay period during which such is claimed or, if disputed, the pay period during which the dispute is resolved.

SECTION 7 – If employee is overpaid less than fifty dollars (\$50.00), the amount will be collected in the pay period in which the error was found. If overpaid fifty dollars (\$50.00) or more, the amount will be collected in increments of fifty dollars (\$50.00) each pay period until the amount is repaid. Upon mutual agreement, the UNION and SacRT may establish a repayment schedule in excess of the above rate.

SECTION 8 – Employees at their option may have automatic payroll deposit.

ARTICLE 16: PASSES

SECTION 1 – All employees shall, within (15) days following receipt of the required application form, pursuant to the Transit Pass Guidelines, receive a pass for employee's spouse and each dependent, providing the dependent is living with the employee and is totally dependent on such employee for support.

SECTION 2 – Employees leaving for military service must turn in their passes, but will be issued a temporary pass while in the City on any leave of absence. Dependents of employees in military service will continue receiving passes during the term of such military service, providing they are qualified under Section 1.

SECTION 3 – Should a pass be lost, it will not be reissued for a period of five (5) days from date of request.

SECTION 4 – An employee leaving the service of SacRT by retirement or disability shall receive an annual pass. Upon the employee's retirement, disability, or death, employee's spouse and dependents shall also receive annual passes as provided for in Section 1 of this Article.

SECTION 5 – Employee passes shall be honored on all coaches, Trams and LRV's operated by SacRT, except when in Charter service.

ARTICLE 17: EMERGENCY AND BEREAVEMENT LEAVE

SECTION 1 – All employees covered by this Agreement shall be entitled to five (5), eight hour (8:00) days of paid emergency leave or bereavement leave for each occurrence, to be deducted from accumulated sick leave.

- a. Emergency shall be defined as a personally compelling situation related to the health or safety of an immediate family member or injury of one of the below-listed persons requiring constant care where the employee is the only person available to provide such care.
- b. Persons included are: Employee's spouse, children of either spouse (including adopted), grandchildren of either spouse, parents, or brothers and sisters of either spouse, grandparents of either spouse and domestic partner as defined in Section 2, below.

- c. Emergency Leave shall also cover a situation where the illness of employee's spouse or domestic partner requires that he or she be present in order to care for spouse, domestic partner or minor children.
- d. Bereavement Leave shall be granted for the death of one of the following persons: Employee's spouse, children and grandchildren of either spouse (including adopted), parents, brothers and sisters of either spouse, grandparents of either spouse and domestic partner as defined in Section 2, below.

SECTION 2 – For purposes of applying this provision, a domestic partner shall be defined as set forth in the California Family Code at subsection 297 (a) and a domestic partnership will be deemed to have been lawfully established if it was established in compliance with California Family Code subsection 297(b).

ARTICLE 18: PAID SICK PAY

SECTION 1 – Employees shall accrue paid sick leave from the first day of employment at the rate of 8 hours per month in which he or she works at least one half of the employee assigned days. Sick pay is unavailable for use until an employee has completed training or 30 days of employment, whichever is longer.

SECTION 2 – An employee shall be entitled to utilize paid sick leave benefits when they are unable to report for or perform duties because of illness or off-duty injury. SacRT reserves the right to require the employee to furnish proof of such illness or to submit a doctor's certificate/report before sick benefits will be paid or if there is evidence that sick leave is being abused.

SECTION 3 – Annual sick leave credits shall be reduced by one-twelfth (1/12) for each month an employee is absent from duty, excluding time he or she may have been on paid vacation or paid sick leave. An employee who fails to work at least one-half (½) of the employees assigned workdays in any one month shall, for the purpose of computing sick leave credits, be assumed to have been absent during that month.

SECTION 4 – Employees that leave employment after two years of service, for reasons other than termination for cause or retirement, will receive payment for one third of their accumulated sick leave.

SECTION 5 – Sick Leave Sellback:

- a. Employees retiring pursuant to the SacRT - ATU Retirement Plan on or after March 1, 2004 may sellback 100% of their accumulated sick leave, at the date of leaving active service for retirement.

SECTION 6 – Employees shall be eligible to convert accumulated sick leave hours to a wage payment to be deposited in their deferred compensation account, subject to the following:

- a. Each year, employees who have accumulated a sick leave balance in excess of four hundred eighty hours (480:00) by November 30, shall be notified in December that they are eligible to convert 100% of those excess hours to money for the sole purpose of depositing in the employee's deferred compensation account.
- b. Upon receiving a notice, the employee will have until the end of the following January in which to notify Payroll in writing regarding the number of hours (up to the limit expressed above) to their desires to convert.
- c. On or around March 1, the conversion authorization forms will be processed and the dollar equivalent of the hours minus applicable taxes will be deposited in the employee's deferred compensation account. The deposit will affect the tax year of the calendar year in which it was deposited.
- d. It is the responsibility of the employee to establish an account and monitor their affairs with respect to account balances, taxability and annual deposit limitations.
- e. Sick leave hours are converted to a wage payment based upon the employee's hourly rate in effect on November 30, of the year in which notice was received.

ARTICLE 19: VACATIONS

SECTION 1 – Effective with the implementation of this Collective Bargaining Agreement, all full-time employees shall have the entire year of their initial employment count as a full year (as if they were hired on January 1 of the year of employment) for purposes of determining their vacation entitlement, in accordance with the following schedule:

<u>COMPLETED YEARS OF CONTINUOUS SERVICE</u>	<u>LENGTH OF VACATION</u>	<u>HOURS EARNED PER MONTH</u>	<u>NUMBER OF PAID DAYS</u>
1 Year	2 Weeks	6:40	10 Days
5 Years	3 Weeks	10:00	15 Days
10 Years	4 Weeks	13:20	20 Days
16 Years	5 Weeks	16:40	25 Days
30 Years	6 Weeks	20:00	30 Days

SECTION 2 – Full-time employees covered by this Agreement after its implementation shall earn a monthly prorated hourly vacation credit for each month in which the employee is in active service 16 or more calendar days, as defined in Section 3, below.

SECTION 3 – For purposes of determining one's monthly vacation accrual, in addition to work time, an employee shall be considered on "active service" when on vacation, paid sick leave, (including when integrating it with workers' compensation or SDI benefits) and the first 30 calendar days of unpaid sick leave.

SECTION 4 – Earned vacation must be bid at the annual vacation sign-up to take during the following calendar year. Prorated vacation of less than a full week may be selected throughout the vacation year. SacRT will endeavor to provide this time as requested by the employee. At the time of the annual vacation sign-up in November or December and at each regular sign-up, all available weekly vacation periods will be posted for review by all employees. All vacation selections (bids) shall be made in seniority order and the employee may select any available week during the employee turn.

SECTION 5 – The annual vacation periods shall commence with the first Sunday in January with the final vacation period beginning the last Sunday in December.

SECTION 6 – Vacation pay for full-time employees will be paid at the straight time hourly wage rate, or run pay, whichever is greater. Extra Board Operators and Vacation Relief Operators shall receive 40 hours pay, at the employee's straight time hourly rate plus 3 hours pay at the overtime rate, for a full week of vacation. Extra Board Operators and Vacation Relief Operators taking vacation for less than a full week will be paid at their straight time hourly rate for the vacation hours used.

SECTION 7 – Incremental Vacation

- a. Employee may take (bid) up to 2 weeks (80 hours) of earned vacation in daily increments (8 hours) except, employees working alternative work schedules will receive daily incremental vacation hours consistent with the length of their daily work schedule. All incremental vacation hours are paid at the employee's straight time hourly rate or run pay, whichever is greater. Employees must retain at least 2 weeks (80 hours) of annual vacation to be taken off in weekly increments of 5 consecutive days.
- b. Scheduling incremental days off shall be by mutual agreement between the employee and the employee's Supervisor/Manager/Director.
- c. Operations Division employees electing to take vacation in daily increments may submit their request, in writing, up to 2 weeks prior to the annual system sign-up preceding the calendar year in which the time off can be taken, or no later than the employee's sign-up date. All non-operations employees must make their election at the time of their annual vacation sign-up. Any employee unable to take the employee's incremental vacation time off by the end of the year will be paid for the unused hours at their straight time hourly rate.

SECTION 8 – A full-time employee shall have any time spent in part-time employment count, on a month for month basis, as "continuous service" for determining the employee's full-time vacation benefit.

SECTION 9 – SacRT will determine the number of vacation slots available for each weekly period of the vacation year and will endeavor to provide as many vacation periods as possible during non-school weeks.

SECTION 10 – Clerical employees may carry forward 1 week of accrued vacation for a period not to exceed 1 year. The election must be made at the annual vacation sign-up of the prior year.

SECTION 11 – An employee separating from employment for any reason shall be paid for all accrued but unused vacation at the employee’s straight time hourly rate.

SECTION 12 – Part-time Employees:

- a. Effective with the implementation of this Agreement, all part-time employees shall have the entire year of their initial employment count as a full year (as if they were hired on January 1 of the year of employment) and earn an annual vacation benefit equivalent to ½ that of a full-time employee, as set out in Section 1, above.
- b. A week (5 days) of vacation for a part-time Operator shall consist of 30 hours, earned at a rate of 37.5% of the monthly accrual of a full-time Operator, as set forth in Section 1, above.
- c. A week (5 days) of vacation for a part-time clerical employee shall consist of 32 hours, earned at a rate of 40% of the monthly accrual of a full-time employee, as set forth in Section 1, above.
- d. The term “active service” shall be defined as being in a paid status sixteen or more calendar days during a month.
- e. Vacation pay shall be at the employee’s straight time hourly rate.
- f. Vacation time will be selected (bid) at times consistent with full-time employees and based upon part-time seniority.
- g. After scheduling vacation pursuant to this provision, all prorated accrued vacation time which does not add up to a full week, day or hour, may be sold at the employee’s straight time hourly rate.
- h. A part-time Operator wishing to sell prorated vacation hours must submit the employee’s request in writing by October 31 preceding the calendar year in which the hours are available for use. All other part-time employees may make their selection at the time of the annual vacation sign-up.
- i. A part-time employee separating from employment for any reason will be paid for all accrued but unused vacation hours at the employee’s straight time hourly rate.

ARTICLE 20: UNION OFFICERS’ PAY

SECTION 1 – UNION officers shall be paid for all time lost to meet with DISTRICT to negotiate changes in the Agreement or new conditions not covered in the Agreement.

SECTION 2 – The UNION officers to be paid shall be limited to no more than three (3) people as designated by the UNION.

SECTION 3 – Neither party will take advantage of the other party by changing traditional times for negotiations.

SECTION 4 – Any full-time Local Division 256 UNION officers will be in SacRT’s pension plan and cost for same to be paid by DISTRICT.

ARTICLE 21: HOLD-UP AND FELONIOUS ASSAULT INSURANCE

SECTION 1 – SacRT shall provide UNION Labor Life Insurance Policy as set forth in the Amalgamated Transit UNION’s Policy No. C-2881. SacRT shall apply for and obtain coverage under said policy number immediately. All premiums for said coverage shall be paid by SacRT. A continuation of this coverage or replacement thereof shall be provided which is agreeable to the UNION through the termination date of this Agreement.

ARTICLE 22: ACCIDENT GRADING BOARD

SECTION 1 – The grading of any accident for any members of the Transportation, Light Rail, or Community Bus Service Departments, as well as clerical employees of the bargaining unit when operating a SacRT vehicle, shall be by a committee composed and governed as outlined in the following paragraphs:

- a. The UNION and SacRT shall each appoint two (2) members. Elected UNION officers and SacRT personnel involved in the investigation, grading, or discipline connected with accidents may not serve. SacRT and the UNION will appoint persons who have had experience as Coach Operators for grading of coach accidents and Light Rail Vehicle Operators for grading LRV accidents. Individuals so appointed must be actively working in the department where they are grading accidents. Compensation, if any, for the four (4) committee members shall be borne by the party appointing their members.
- b. The UNION and SacRT will jointly select an impartial fifth (5th) member, whose services, as well as any other costs incurred by the committee, will be shared equally by the UNION and SacRT. The impartial member must be a person not connected with either the UNION or SacRT.
- c. Testimony, when required, may be presented by the employee involved, by the UNION, by SacRT through its Safety Supervisor or other representatives, and by witnesses, but subject to Paragraph (j).
- d. Members of the committee shall not be advocates for the positions of their appointing parties. Each member of the committee shall act in an impartial and

objective manner with regard to interviewing witnesses, considering the facts, and rendering their vote.

- e. The four (4) members of the committee will render their vote by secret ballot to the impartial member. Only if the vote is a tie will the impartial member vote.
- f. In no event will the nature of the vote be revealed nor will the impartial member reveal whether or not it was necessary for them to vote. The only information revealed will be the statement by the impartial member as to whether the accident was preventable or not preventable.
- g. The decision of the committee shall be final and binding. There shall be no appeal from the committee's decision.
- h. All members or alternate members of the committee, including the impartial member, must have attended the defensive driving course and/or successfully completed the Rail Operations Training Course, as appropriate, which are offered by SacRT before functioning as members of the committee.
- i. Each party shall appoint one (1) alternate member to function in the event of absence or in the event an accident involving one of the members is to come before the committee.
- j. No member of the committee will contact witnesses who are not employees of SacRT except by means of arrangements through the General Manager or the employee's authorized representative.
- k. Should either party at anytime be dissatisfied with the arrangements or activities of the Accident Grading Committee, a discussion concerning these matters will be held between the parties. If such matters cannot be resolved, either party has the right to unilaterally cancel this section without prejudice and the grading of accidents shall revert to management subject to all grievance procedures.
- l. SacRT shall be empowered to convene the Accident Grading Board as frequently as necessary. The Union and SacRT will convene immediately when requested by SacRT, due to any major accident.

ARTICLE 23: ACCIDENT, INCIDENT OR UNUSUAL OCCURRENCE REPORT

SECTION 1 – Actual time required or working time lost for making accident reports, court appearances, depositions, or consultation with the Legal Department, shall be paid at the employee's regular rate of pay, but in any event, a minimum of thirty minutes (:30) shall be allowed for making out accident reports. A minimum of twenty minutes (:20) shall be allowed for filing incident or occurrence reports. If called in for accident report, court appearance, depositions, or consultations with the Legal Department, on the employee's

day off, the employee shall be compensated for a minimum of five hours and twenty minutes (5:20) at one and one-half (1½) times the employee's regular rate of pay.

SECTION 2 – An employee shall not lose any time as a result of making out any reports required by SacRT.

SECTION 3 – An employee having an accident, incident or unusual occurrence shall advise SacRT immediately by radio or telephone. An employee will file a written accident report before going home for the day on which the accident occurs unless injury or special circumstances prevent it. An employee not turning in an accident report as required by this Section will be disciplined. Completing required reports is considered work time and will be compensated accordingly.

SECTION 4 – Transit Officers/Ambassadors/Lead Ambassadors and Clerical Employees required to fill out reports, make court appearances, give depositions or consultations with the Legal Department outside of their normal duty hours shall be paid at their respective applicable rates of pay.

ARTICLE 24: WAIVERS

SECTION 1 – A waiver or breach of any condition of this Agreement by either party does not constitute a precedent for any subsequent waiver or breach of any condition.

ARTICLE 25: QUALIFICATIONS

SECTION 1 – Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

SECTION 2 – The individuals signing this Agreement in their official capacity hereby warrant their authority to act for the respective parties.

SECTION 3 – This Agreement contains all of the agreements, stipulations, and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution of this contract or during these contract negotiations and not set forth herein.

SECTION 4 – Any new conditions pertaining to wages, hours, or working conditions which may arise during the term of this Agreement and which are not covered or provided for by the terms of this Agreement shall be subject to negotiation within ten (10) days upon written request of the UNION or SacRT.

SECTION 5 – This Agreement terminates and renders inoperative all verbal and written agreements between the parties existing or made prior to these negotiations.

ARTICLE 26: ASSIGNABILITY

SECTION 1 – This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or by any change, geographical or otherwise, in the locations or places of business of either party hereto.

ARTICLE 27: DURATION

SECTION 1 – The terms of this Agreement shall commence on the 1st day of January 2023, and continue until midnight the 31st day of December 2026, and for additional periods of one (1) year thereafter with the provision that should either party desire to terminate this Agreement or to alter any portion of any of the terms of it, such party shall notify the other party in writing of its intention to terminate or alter the Agreement, and in the latter case shall provide in writing its proposals for contract amendment, not less than ninety (90) days prior to midnight the 31st day of December 2026, or ninety (90) days prior to the end of any subsequent yearly period.

SECTION 2 – If notice is given in accordance with Section 1 above, formal negotiations shall begin not less than sixty (60) days prior to midnight the 31st day of December 2026, or sixty (60) days prior to the end of any subsequent yearly period, and during said negotiations this Agreement shall remain in full force and effect.

SECTION 3 – Reopener and Me Too

SacRT agrees that during the term of this agreement, if any other SacRT bargaining unit receives general wage increases higher than those agreed to by ATU in this agreement, ATU members will receive the difference in their wages upon the first full pay period after adoption of the other bargaining unit's agreement. This applies to general wage increases only. (Example, ATU 4%, 4%, 4%, 4.5%, if any other unit received more in their CBA, ATU will receive the difference.)

SacRT agrees that ATU may re-open once for additional wages January 1, 2024 or later, based on market/equity throughout the Transit industry.

ARTICLE 28: PRINTING OF BOOKLETS

SECTION 1 – The UNION and SacRT shall share on a fifty-fifty (50/50) basis the actual cost of printing pocket-sized booklets of this Agreement, in adequate quantity and quality for distribution to all employees in the bargaining unit and management personnel.

ARTICLE 29: PICKET LINES

SECTION 1 – It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any bona fide labor organization picket line, including the picket line of the UNION party to this Agreement and including picket lines at SacRT’s place or places of business.

ARTICLE 30: REOPENER CLAUSE

SECTION 1 – In the event there is any change in the ownership of SacRT, either by sale or otherwise, or if SacRT becomes a part of any Transit District or other Transit Authority during the term of this contract or any extension or renewal thereof, the contract shall upon thirty (30) days written notice by either party hereto be opened for renegotiation; provided, however, this provision shall become inoperable in the event SacRT is acquired by a Transit District or Authority which is required to assume and observe all existing labor contracts of SacRT.

ARTICLE 31: MANAGEMENT PREROGATIVES

SECTION 1 – All matters pertaining to the management of operations including the type and kind of service to be rendered to the public and the equipment used, the maintenance of discipline and efficiency, the hire, promotion, and transfer of employees and their discharge or discipline for just cause, are the prerogatives of SacRT, subject always to such limitations thereon as are set forth elsewhere in this Agreement.

SECTION 2 – It is mutually agreed that the regulations set forth in SacRT’s rule books and manuals, with such additions or alterations as are made by SacRT from time to time, are necessary for efficient operations, and that willful infraction of these rules will constitute just cause for discharge or other disciplinary action. No rules at any time promulgated or enforced by SacRT shall be valid if they violate any provisions elsewhere set forth in this Agreement.

SECTION 3 – Any claim that SacRT’s exercise of any prerogative of management or promulgation or enforcement of any rule is violative of any provisions of this Agreement may be made the subject of a grievance or dispute.

ARTICLE 32: GROUP INSURANCE PREMIUM

SECTION 1 - Medical Insurance

- a. Active Employees – Medical insurance coverage options shall continue to be provided through Cal PERS Medical Program.

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 Plus plan will still be subject to paying 10% of the monthly premium cost of that plan.

- b. Retirees – 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 2 -

- a. Effective February 28, 2013, 50% of the premium savings generated by the amount described below will be sent to the ATU Retiree Medical Trust, established for the express purpose of paying medical costs for retired bargaining unit members.
- b. 50% of the 10% employee contribution to the cost of their monthly medical insurance premium will be sent to the ATU Retiree Medical Trust. The amount will be calculated and forwarded to the Trust on a calendar quarter basis.
- c. Within 60 days of ratification of this agreement, ATU will certify that the Retiree health benefit will be made available to all employee who retire from the ATU Bargaining unit without regard to their membership status.

SECTION 3 – Dental, Vision, and Life Insurance

SacRT will continue to pay one hundred percent (100%) of the Delta Dental Service and Vision Service Plans. In addition, SacRT will pay for the employee only in the \$50,000 term life insurance program. SacRT will pay for any cost increases placed in effect by Delta Dental Service or Vision Service Plan, for the existing coverage, which occur during the term of this Agreement.

SECTION 4 - Changes in insurance carriers/providers shall be made by mutual agreement between the parties. In the event of impasse, the dispute shall be resolved through binding arbitration.

SECTION 5 - The aforesaid amounts will be paid except that employees who are absent from the job longer than six (6) months due to disability or leave of absence or two (2) years due to injury incurred in the performance of duty, shall pay their own premium. The employee’s medical insurance co-payment amount and the cost of optional supplemental life insurance, if applicable, will be payroll deducted each month during the absence. In the event the employee’s monthly compensation is less than the premium amount owed,

they will be billed each month for the amount of the deficiency. An employee not paying the delinquent premium will be dropped from coverage. In the event an employee is not in “active service” due to an industrial illness or injury, the benefit continuation time period shall be extended from 6 months to 24 months under the same terms and conditions. At the conclusion of the 6 or 24 month benefit continuation period, employees not having returned to work may be eligible for extended coverage, at their own expense, by way of state or federal law.

SECTION 6 – (Cash for Medical Insurance Program) – Employees may elect to receive a monthly cash payment in lieu of SacRT provided medical insurance coverage subject to the following conditions:

- a. Employees participating in the cash for medical insurance program will not be required to pay the 10% medical insurance premium co-payment.
- b. An employee desiring to enroll in the Cash for Medical Insurance Program may do so as follows:
 1. During open enrollment, an employee submitting suitable documentation showing that they are covered by medical insurance from a source other than SacRT must sign a form declining District medical insurance and withdrawing from said coverage. After verification of the alternative medical insurance coverage by the Human Resources Department, the employee will be enrolled in the Cash for Medical Insurance Program. Beginning with the effective date of the Plan year, the employee will be paid an amount equal to 100% of the Kaiser Health Plan, “employee only” premium rate that is in effect at that time. The payment will be included in the paycheck issued on the 25th of the month. Effective November 1, 2004 and applicable to all new enrollees and employees re-entering the Program, the foregoing rate of cash payment shall be 50% of the Kaiser Health Plan “employee only” rate.
 2. Once enrolled in the Cash for Medical Insurance Program, participation will continue unabated until discontinued by the employee as set forth in paragraph “c”, below. Although employees need not reenroll annually, they are required to maintain their alternative insurance. Should SacRT wish to verify their continuing participation in a medical insurance plan, an employee must provide satisfactory documentation of their participation within thirty (30) days of SacRT’s request.
- c. An employee desiring to terminate their participation in the Cash for Medical Insurance Program and re-enroll in a SacRT provided medical insurance plan may do so in one of two ways:
 1. An employee may voluntarily discontinue participation in the Cash for Medical Insurance Program during any annual open enrollment period. Upon submitting the necessary medical insurance plan enrollment forms to the Human Resources Benefits Unit, medical coverage will commence

the effective date of the Plan year. The cash payments will be discontinued the same month insurance coverage begins.

2. An employee may withdraw from the Cash for Medical Insurance Program at any time during the year upon losing the employee alternative medical insurance coverage due to a circumstance beyond the employee control deemed a “qualifying event” (i.e., divorce, death, job loss, lapse of insurance). Upon providing the Human Resources Department Benefits Unit proof of the “qualifying event” and completing the required insurance plan enrollment forms, medical coverage will commence the first of the following month. The cash payments will be discontinued the same month insurance coverage begins.

SECTION 7 - Retiree Medical Benefit Trust Contribution: SacRT currently contributes \$0.26 per hour worked by all employees in the bargaining unit to the Union Retiree Medical Benefit Trust. During the term of this Agreement, that amount shall continue as \$0.26 per hour worked:

<u>EFFECTIVE DATE</u>	<u>EMPLOYEE CONTRIBUTION</u>	<u>EMPLOYER CONTRIBUTION</u>	<u>TOTAL HOURLY CONTRIBUTION</u>
April 1, 2014	\$0.04	\$0.26	\$0.30

SECTION 8 – Death Benefit Continuation

An employee employed by SacRT who becomes deceased may have their medical insurance coverage for dependent(s) extended for two (2) calendar months immediately following the end of the month in which the employee’s death occurred. Dependent coverage shall be limited to the dependents on their medical coverage at the time of death. The terms of the medical insurance premium obligations under the provision shall remain the same as if the employee was still an active employee.

ARTICLE 33: INSTRUCTION PAY BONUS

SECTION 1 – All employees assigned a student to train and instruct shall be paid one hour (1:00) pay per day in addition to their regular rate of pay. Where an employee is assigned a student for four hours (4:00) or more, they shall receive one hour (1:00) pay. Where an employee is assigned a student for less than four hours (4:00), they shall receive one-half hour (:30) pay for such instruction.

SECTION 2 – If an employee has more than one (1) student, they will receive the established rate stated above for each student.

- a. A Light Rail Vehicle Operator shall have no more than one (1) student at a time.

SECTION 3 - This article shall be superseded at the time the Operator In-Line Instructors Memorandum of Agreement (MOA) is fully implemented. The MOA is attached as a Side Letter to this Agreement.

ARTICLE 34: UNIFORMS

SECTION 1 – 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 the employee’s 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.

SECTION 2 – 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.

SECTION 3 –

- a. At the end of training, an employee will receive a basic uniform issue consisting of the following items:

OPERATORS	TRANSIT OFFICERS/AMBASSADORS/ LEAD AMBASSADORS
<ul style="list-style-type: none">• 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)	<ul style="list-style-type: none">• 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)

- b. An employee failing to complete the employee’s probationary period must return all issued uniform items to SacRT at the time of separation.

SECTION 4 – 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 DISTRICT emblem or wearing a necktie shall be optional in all types of service.

SECTION 5 – Emblem:

- a. 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 start up 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.

SECTION 6 - SacRT and UNION shall work together in making changes to the future look or style of uniforms.

SECTION 7 -

- a. On March 1, following changeover to the new uniform and occurring annually thereafter, employees will receive four (4) electronic vouchers (e-vouchers) for augmenting uniform items. A new employee completing training and receipt of a basic uniform issue on or after September 1, shall not receive the four (4) e-vouchers the following March. Thereafter, the employee shall receive the vouchers on an annual basis. If training is completed by August 31, the employee shall be eligible for the receipt of vouchers the following March.
- b. Effective March 1 of the year following the implementation of this Agreement, the employee maximum balance of e-vouchers shall be capped at two (2) years of accumulation, or eight (8) e-vouchers.

SECTION 8 – An employee moving into a position requiring a uniform from one in which a uniform was not worn, will be treated as a new hire for purposes of receiving a uniform.

SECTION 9 – An employee promoting from Operator into the Transit Officer position will, upon completion of probation, receive the basic uniform issue of shirts for the new position.

SECTION 10 – 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.

SECTION 11 – SacRT will supply accessory items to the basic uniform that SacRT requires employees to use in the performance of their jobs.

SECTION 12 – SacRT shall provide all uniform items, including rain gear, to all applicable clerical employees. Clerical employees may wear tennis or running shoes with their uniform, provided it does not present a safety hazard. Open-toed shoes or sandals may not be worn except on the advice of a physician.

ARTICLE 35: LICENSE FEES

SECTION 1 – SacRT will reimburse all employees for the basic renewal cost of any license or required certification, other than a California Class C Driver's License or its equivalent, required in the performance of their duties after the employees have qualified for their respective positions.

SECTION 2 – Any increase in the cost of a license imposed as the result of citations received on or off the job shall be the responsibility of the employee.

ARTICLE 36: PROMOTION AND TRANSFER OUTSIDE ATU BARGAINING UNIT

SECTION 1 – The UNION agrees that any employee accepting a promotion, transfer, or appointment to a position not covered by the terms and provisions of this Agreement forfeits all rights to representation by the UNION.

SECTION 2 – Whether or not such employee subsequently returns to their previous classification is a matter for determination between the affected employee and SacRT, and SacRT has no jurisdiction in such cases.

SECTION 3 – Employees returning to their previous classification in accordance with the terms of this Agreement shall be placed in their proper position on the Seniority List.

SECTION 4 – Employees who are temporarily or permanently appointed to a position or classification not covered by the jurisdiction of the UNION and who return to work in their previous classification prior to the elapse of 12 months shall suffer no loss of seniority.

SECTION 5 – The privilege of returning to work without loss of prior classification seniority, as provided in Section 4 above, shall apply only once to any employee.

SECTION 6 – At the time any employee is appointed or transferred from, or transferred back to the bargaining unit, SacRT shall provide the UNION with written notice of same, showing the name of the employee and the effective date of such appointment or transfer.

SECTION 7 – Employees electing to demote into a vacant position with a lower maximum wage rate, will be compensated at their current wage rate, provided that their current rate is at or below the maximum level established for classification.

ARTICLE 37: LONG-TERM ILLNESS/INJURY

SECTION 1 – An employee off work due to an industrial or non-industrial illness/injury, who presents a valid medical release for full duty within eighteen (18) months, shall be returned to the employee's prior position as bid. Should an employee's position be eliminated prior to their return, their return shall be as provided in the Collective Bargaining Agreement.

SECTION 2 – An employee off work due to an industrial or non-industrial illness/injury, who does not present a valid medical release for full-time work within eighteen (18) months, shall be placed on a Reinstatement List for a period not to exceed fourteen (14) months. If a full medical release is not presented within the additional fourteen (14) month period, the employee shall no longer be subject to reinstatement. An employee who presents a valid medical release for full-time work within the fourteen (14) months shall be eligible for reinstatement in accordance with the following provisions:

- a. The employee shall be eligible for reinstatement to the employee's prior classification, (or the Extra Board, if applicable) if a position is vacant. Should the position be filled, the employee shall be notified of the next vacancy and given thirty (30) calendar days in which to report for work. Failure to report for duty by the end of the thirty (30) calendar days will result in the employee no longer being eligible for reinstatement.
- b. While awaiting a vacancy in an employee's prior classification, he or she shall be notified of vacancies in other classifications for which he or she is qualified. If interested, the employee may bid for the vacant position through the normal selection procedure, applicable to the position.
- c. An individual off work, whose prior job classification has been eliminated, shall be notified and given the opportunity to bid for vacancies in other positions where qualified. An employee who turns down or voluntarily withdraws from an awarded position a second time shall no longer be subject to reinstatement.

SECTION 3 – Individuals placed on the Reinstatement List shall not accrue seniority. However, once reinstated, seniority accrual shall begin where discontinued at the end of the original eighteen (18) months.

SECTION 4 – It is the responsibility of the employee to keep SacRT informed of the employee's current address. Failure to do so could result in elimination from the Reinstatement List.

ARTICLE 38: JURY DUTY

SECTION 1 – An employee on jury selection (state or federal) shall be paid in the following manner:

- a. An Extra Board Operator or part-time Operator on jury duty selection (state or federal) shall be paid the difference between the amount the employee would have received for eight hours (8:00) work (six hours (6:00) part-time) or time lost, whichever is less, and any sums or sums received as a juror.
- b. A regular Operator will receive run pay less any amount as a juror.
- c. A clerical employee shall receive the difference between they would have received for their regular shift and any sums received as a juror.
- d. A Transit Officer/Ambassador/Lead Ambassador shall receive the difference between the wages they would have received for eight hours (8:00) work or time lost, whichever is less, and any sums received as a juror.

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

SECTION 2 – 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 Section 1 above, until released to return to regular duty. While impaneled, such employee shall not report to SacRT when released.

- a. An Operator, Transit Officer/Ambassador/Lead Ambassador, on jury selection and not impaneled shall report to SacRT when released before the end of regular their run, shift or assignment. The employee, will work, if needed, the difference between eight hours (8:00) and the time spent for jury selection. They shall be last out and not assigned work unless there are no Extra Board operators available. The above shall not apply to part-time Operators who shall be released.
- b. A clerical employee on jury selection and not impaneled on a jury will report to SacRT when released and will work the difference between eight hours (8:00) 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 has reported for jury selection.

SECTION 3 – After ten (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 Operator impaneled on a jury shall not be required to report for work until dismissed from jury duty service by the court. For Operators, Transit Officers/Ambassador/Lead Ambassador, work available due to an empanelment expected to last thirty (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.

SECTION 4 – An employee on grand jury duty (state or federal) during their working hours shall be paid for eight hours (8:00) (six hours (6:00) if part-time Operator) or time lost, whichever is less, including pay received from grand jury duty. Such payment shall be made provided the Operator provides documentation describing dates, places and times of grand jury hearings.

SECTION 5 – An employee on “telephone standby” must report and work as regularly scheduled.

ARTICLE 39: PHYSICAL EXAMINATIONS

SECTION 1 – SacRT may require any of its employees to submit at any time to a physical examination by a physician duly licensed to practice as such.

SECTION 2 – The physician scheduled to conduct the examination shall be selected from the panel of Qualified Medical Examiners (QME’s) maintained by the State of California, practicing in the medical specialty relevant to the employee. The cost of such examination shall be borne by SacRT. The provisions contained herein shall not be applicable to the routine physician examinations required by the Department of Transportation for Bus Operators.

SECTION 3 – As a condition of continued employment with SacRT, any physical examination above provided for must reveal the physical and/or mental fitness of the employee involved to perform the employee’s duties.

SECTION 4 – Should any physical examination above provided for reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary and curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated or rectified, then, and in the event, depending upon the particular circumstances of each case:

- a. The employee involved may continue working while undergoing medical treatment if the examining physician shall certify to the employee’s ability to safely do so, or
- b. The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to the employee’s physical and mental fitness to perform again the duties for which he or she was employed. The seniority of the employee involved shall be unaffected thereby. Such leave of absence shall be subject to the provisions of Article 9, Section 4.

ARTICLE 40: HOLIDAYS

SECTION 1 –

- a. All employees not having a schedule to work on the following holidays shall be paid eight hours (8:00) at the straight-time rate of pay:

New Year’s Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
Easter Sunday	Christmas Day

Memorial Day
Fourth of July

Employee's Birthday
3 Floating Holidays

- b. Clerical employees shall have the option of taking their birthday on the designated day or within thirty (30) days after their birthday. The time chosen is to be mutually agreed upon by SacRT and the employee.
- c. In the event the employee's birthday anniversary occurs on a holiday enumerated in paragraph 'a' 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).
- d. 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.
- e. 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.
- f. All above-listed holidays will be celebrated on the day legally designated by the State of California.
- g. All work performed on the above-stated holidays shall be paid for at twice the straight-time rate of pay (double-time).
- h. 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.
- i. If any holiday occurs while an employee is on paid sick leave, the employee shall receive the holiday pay provided for above, in lieu of sick leave pay.
- j. 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.
- k. 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.

SECTION 2 –

- a. For Operators and Transit Officers/Ambassadors/Lead Ambassadors, the three (3) floating holidays will be signed up at the January sign-up. SacRT will make available a minimum of four (4) slots for each day of the year for selection of floating holidays on a seniority basis. (A minimum of one (1) slot for each day of the year for Light Rail.)
- b. Clerical employees may choose floating holidays during the first week of January, April, July or October. Change of floating holidays may be made by mutual agreement. There will be no carryover or sellback of unused holidays. Only one (1) person per department will be allowed off on a floating holiday at any one time. SacRT shall make available one (1) slot for each day of the year per department.
- c. Operators and Transit Officers/Ambassadors/Lead Ambassadors beginning employment after the January sign-up must bid for the employee's floating holiday(s) through their respective Department Manager's/Director's offices, at which time he or she will be able to select from days available on the January sign-up sheets.
- d. 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.
- e. Floating holidays may not be chosen on holidays or days off. Clerical employees may take them with any prorated vacation time if seniority will allow.
- f. Transit Officers/Ambassadors/Lead Ambassadors may elect not to take all or part of their floating holidays during the year. Floating holidays not taken must be sold back in December of each year. There shall be no carryover of floating holidays from one year to the next.
- g. Transit Officers/Ambassadors/Lead Ambassadors may exchange bid floating holiday dates between one another. Such exchanges must be in writing and agreeable between the exchanging employees and SacRT.

SECTION 3 – Operators, Transit Officers/Ambassadors/Lead Ambassadors, must work their full assignment on both the last workday preceding and the first workday following any given holiday or birthday in order to receive holiday pay, except as follows:

- a. Employees who have an accumulation of 360 hours or more of sick leave will qualify for holiday pay.

- b. Employees hospitalized on the day preceding or following the holiday will qualify for holiday pay.
- c. Employees presenting a doctor's report stating the employee was unable to work will qualify for holiday pay.
- d. Employees on emergency leave or approved ask off. In the case of emergency leave, the SacRT may require proof of such emergency.

ARTICLE 41: LIGHT DUTY

SECTION 1 – Temporary Light Duty:

SacRT will consider written requests for light duty work by employees who have become temporarily unable to perform the full functions of their regular job, subject to the following provisions:

- a. The employee's temporary light duty restrictions have been documented by the employees physician.
- b. Temporary light duty work may be made up of duties within a single classification or a combination of duties from an assortment of classifications put together to make the job. Such work, in whole or in part, may be made up of non-bargaining unit work. No work will be that which is normally performed by employees represented by IBEW, Local 1245.
- c. The employee's and/or DISTRICT's physician has reviewed and certified that the light duty tasks are within the employees physical limitations and will not aggravate the employee's condition. In the event of a dispute due to differing medical opinions (non-industrial illness/injury), the matter shall be resolved by submitting it to another physician mutually agreed upon by SacRT and UNION. This physician's determination shall be final. Resolution of disputes pertaining to industrial illnesses or injuries shall be resolved pursuant to the guidelines mandated by state law under the provisions of the California Labor Code.
- d. The employee shall be paid the employees regular hourly rate of pay for all light duty work performed.
- e. An employee offered temporary light duty work pursuant to the foregoing may not refuse such work.
- f. Nothing herein is to be construed as a guarantee of the availability or duration of temporary light duty work.
- g. All time worked on temporary light duty status will be counted as regular paid time for purposes of determining benefit eligibility, accruals, and overtime pay.

ARTICLE 42: SUPPLEMENTAL SICK LEAVE ACCOUNT

SECTION 1 – Purpose:

The purpose of this program is to provide for an extended paid leave of absence for SacRT employees who would not otherwise be eligible for a paid leave of absence. An employee is eligible for the extended leave if such employee, or an immediate family member of such employee, has suffered a catastrophic occurrence or illness including, but not limited to a terminal illness.

A serious/extended illness or injury is expected to incapacitate the employee and which creates a financial hardship because the employee has exhausted all of his/her sick leave and other leave credits. Catastrophic illness or injury may also include an incapacitated immediate family member if this results in the employee being required to take time off from work for an extended period of time to care for the family member and the employee has exhausted his/her sick leave and vacation balance below the minimums set under Section 5e below.

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

SECTION 2 – Eligibility:

All SacRT employees are eligible to participate in this program except that an employee may not donate accrued sick leave if the employees accrued sick leave balance would decline below forty (40) hours after making such a donation.

SECTION 3 – Participation:

Participation in this program, as either a recipient or a donor, shall be strictly voluntary. If the donor wishes, the employees name may be released.

SECTION 4 – Definitions:

- a. Donor: Donor means an eligible employee who transfers the employees paid leave to an account maintained for the benefit of an eligible recipient. A donor may transfer up to a maximum of forty (40) hours of paid leave to each Supplemental Sick Leave Account.
- b. Immediate Family Members: An immediate family member means a person who is eligible for dependent coverage under any of the employee's health plans offered by SacRT.

- c. Paid Leave: Paid leave means an employee's accrued sick leave, accrued vacation, and accrued floating holidays.
- d. Recipient: Recipient means an employee who meets the eligibility conditions precedent to the establishment of a Supplemental Sick Leave Account for the benefit of that employee.

SECTION 5 – Benefit Disbursement Conditions:

A Supplemental Sick Leave Account may be established and disbursed for the benefit of a recipient subject to the following conditions:

- a. An employee or immediate family member of the employee is terminally ill, as diagnosed by a licensed physician and the prognosis is for a continued life span of twelve (12) months or less; or
- b. An employee or immediate family member of the employee has been involved in a life threatening or other catastrophic occurrence which requires immediate care by the recipient; and
- c. A Supplemental Paid Sick Leave Account shall be limited to no more than two (2) accounts during a rolling 12-month period.
- d. A Supplemental Sick Leave Account may not fund more than twenty-one (21) days (168 hours) of paid sick leave based upon the recipient employee's current hourly wage; and
- e. A Supplemental Sick Leave Account may not be disbursed to an employee unless the employee has eighty (80) hours or less of accrued vacation and sick leave combined.

SECTION 6 – Establishment of Supplemental Sick Leave Account:

- a. An employee desiring to establish a Supplemental Sick Leave Account (or a Department Manager/Director acting on behalf of the employee) must contact the employees department office or the Human Resources Department and obtain a request form. The form must be completed in detail and submitted to the Department Manager/Director for review and forwarded to the Human Resources Department for approval or denial by the Director, Human Resources.
- b. Once a request has been approved, the Human Resources Department will notify other departments that a request has been approved and that a notice to employees is to be posted. The notice shall alert employees who wish to donate accrued time that they must fill out a donation form and return it to the Human Resources Department within thirty (30) calendar days of the establishment of the Supplemental Sick Leave Account.

- c. The donor form used by the Human Resources Department shall contain a declaration by the donor to the effect that the donation is to remain anonymous or the donor grants permission to reveal the employee's name to the recipient.
- d. The Human Resources Department shall notify the Payroll Department of the recipient's name and the paid leave transfers that have been authorized, and the Payroll Department shall establish an appropriate account and code for this purpose.
- e. Once all hours donated have been verified, each employee's accrual balance will be reduced, and all hours donated will be credited toward the account. Hours may be donated in any amount, except Floating Holidays, which may only be donated in blocks of eight (8) hours.
- f. Donations will be credited to the intended recipient's sick leave account on a "first in, first used" basis. If the total donations exceed the amount used by the recipient or the 168 hour maximum, the remaining donations will not be deducted from the donor's account
- g. A donation may only be made one time per donor for each occurrence in which a Supplemental Sick Leave Account has been established.

ARTICLE 43: DRUG & ALCOHOL TESTING AND REHABILITATION PROGRAM

SECTION 1 – Employees are required to comply with all applicable provisions of SacRT's adopted Drug and Alcohol Testing and Rehabilitation Policy as revised, effective March 28, 2005. 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 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, shall be subject to the grievance and arbitration procedures as outlined in the Collective Bargaining Agreement.

SECTION 3 – An employee directed to undergo a drug and/or alcohol test pursuant to the Policy shall be afforded an opportunity to confer with a Union representative in accordance with the principles of Weingarten. The employee shall 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 4 – All time spent undergoing a directed drug or alcohol test (including travel time, if any) and awaiting the initial test result, shall be considered as paid time under regular pay status, including overtime and, if delayed over 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 time during their absence for treatment.

SECTION 5 – A covered employee that has been off work for 90 consecutive days or longer must undergo a Pre-Employment Drug Test and receive a negative result prior to returning to safety sensitive work. Such employee must contact the employees department at least 14 calendar days in advance of the expected date of return. Employees will receive 2 hours' pay or pay for actual time spent undergoing the test. An employee initiating the Pre-Employment Test as specified above, who is medically cleared to return to work but is held up due to a delay in SacRT not receiving the result will be paid for work time lost, 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 6 – Documentation of drug and/or alcohol test results shall 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 the employees drug or alcohol tests. SacRT shall provide promptly the records requested by the employee. Access to an employee's records shall 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 confidentially 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 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 and employee's length of employment with SacRT will result in termination from employment.

POSITIVE DRUG OR ALCOHOL TEST RESULT

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 are mandatory.
3. If SacRT is notified that the employee failed to complete the program as specified by the SAP, then:
4. The employee is discharged from employment.

5. The employee completes the treatment program specified by the SAP and tests negative on a Return-To-Duty Test. He or she is returned to work and:
6. The employee is subject to unannounced drug and/or alcohol testing, as determined by the SAP. Such testing is in addition to the other program testing and shall 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 receives 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 8 – SacRT provides a Drug and Alcohol Rehabilitation Program for employees needing treatment for drug and alcohol abuse. Employees may voluntarily request a referral to the treatment program by contacting Employee Relations Department. An employee voluntarily seeking treatment will be placed on a leave of absence and may utilize the employees accrued paid sick leave and/or vacation during the absence. An employee voluntarily seeking and entering a treatment program, must successfully complete the program requirements, or be subject to termination from employment. An employee notified to undergo a drug or alcohol test may not seek treatment under this voluntary treatment procedure. An employee may undergo voluntary treatment a maximum of 2 times during the employees length of employment with SacRT.

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

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 designed treatment program.
3. SacRT is notified that the employee has been dismissed for cause from the rehabilitation program.
4. The employee is discharged from employment.

5. The employee completed rehabilitation 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.
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 test for any reason, that is outside of the follow-up testing period, is handled pursuant to the procedure as set forth in Section 7, above, provided that the employee has utilized no more than 2 voluntary treatments.

ARTICLE 44: NON-DISCRIMINATION CLAUSE

SECTION 1 – It is the policy of SacRT and UNION not to discriminate against any employee covered by this Agreement in a manner, which would violate any applicable laws because of race, creed, color, religion, ancestry, sex, age, marital status, sexual orientation, national origin, political affiliation, Vietnam-era veteran status, disability, or otherwise included in a disadvantaged group. The parties further recognize each other's commitment to both equal employment and affirmative action.

SECTION 2 – All references in this Collective Bargaining Agreement that refers specifically to the male or female gender shall be construed to apply equally to the opposite.

ARTICLE 45: RETIREMENT BOARD MEMBERS

SECTION 1 – An employee serving as a member of the ATU 256 Retirement Board will be compensated at the employees regular hourly rate of pay for the amount of time during the employees regularly scheduled work hours that he or she actually and necessarily spends: 1) serving as a board member during a noticed Retirement Board meeting, 2) participating as a board member in other business sanctioned by the Retirement Board, and 3) traveling between the place he or she regularly reports to work at SacRT and the site of either the noticed Retirement Board meeting or sanctioned business matter. SacRT will not compensate such employee for time he or she spends outside of the employees regularly scheduled work hours performing any of the foregoing activities.

SECTION B – OPERATORS’ PROVISIONS

ARTICLE 46: OPERATOR TRAINING

SECTION 1 – SacRT may assign any Operator(s) to training, as SacRT deems necessary. Operators assigned such training shall not exceed eight hours (8:00) per day or run time, whichever is greater. Operators assigned to a full day of training shall not be required to work their run for that day and shall receive run pay. Operators assigned training of less than eight hours (8:00) may be required to work a portion of their regular run, but the combination of work and training shall not exceed the Operator’s normal spread without regard to start and ending times of the Operator’s regular run. Operators shall be paid the actual time of work and training, or run pay, whichever is greater. Time spent in training is equivalent to work time for the purpose of paying elapse time. Operators assigned to training shall be guaranteed a minimum of nine hours (9:00) rest prior to reporting to work the following day.

ARTICLE 47: VEHICLE OPERATION

SECTION 1 – Qualified DISTRICT employees who are not members of the UNION shall be permitted to operate coaches and LRVs as follows:

- a. Maintenance Department Personnel in the normal course of their duties.
- b. To get a bus or LRV to a place of safety or the next point of reasonable accommodation for the passengers on board, in case of incapacitation of the Operator where waiting for another Operator would endanger the passengers or equipment or cause the passengers an unreasonable delay.
- c. To evaluate the condition of a coach or LRV.
- d. To demonstrate equipment “for sale” to prospective purchasers.
- e. To demonstrate safe driving methods or to re-enact accident situations for the purpose of demonstration or to aid in the grading of accidents.
- f. It is agreed that any revenue buses purchased or leased by SacRT will be driven from the point of manufacture (new vehicles), point of purchase (used vehicles) or point of lease (leased vehicles) by members of the UNION when acquired at a location within one hundred (100) miles of SacRT garage. For good and sufficient reasons, SacRT may request exceptions to this provision, and the UNION will not arbitrarily refuse such request without good cause.
- g. When bringing new coaches from a factory or, in the case of leased vehicles, the point of acquisition, in groups of five (5) or more, for every four (4) coaches operated by UNION members, one (1) coach may be operated by a non-

UNION member. For groups of two (2) to four (4) coaches, one (1) may be operated by a non-UNION member.

- h. SacRT may train non-bargaining unit supervisors and management personnel of the Light Rail Transportation Department on light rail vehicles only during revenue service, up to a maximum of forty hours (40:00) per year, per individual. Training time will be noted on the daily work summary sheets.

ARTICLE 48: MISSOUTS

SECTION 1 – When an Operator misses out, he or she will report by telephone or in person to SacRT as soon as possible. Operators who fail to report to SacRT within five hours (5:00) from the time they are scheduled to report shall be considered AWOL and will be suspended pending disposition of the case.

SECTION 2 – When an Operator is requested to report after missing out for the first (1st) and the second (2nd) time in any sixty (60) day period, he or she shall, on each of the occasions, be placed at the bottom of the Extra Board for that day and shall be paid from the time required to report until released. Minimum pay time for report to be one hour (1:00).

SECTION 3 – When an Operator misses out the third (3rd) time in any sixty (60) days he or she shall be placed at the bottom of the Extra Board in accordance with the procedures outlined in Section 2, and shall be subject to further discipline. Any missout which has been used as one (1) of a series of three (3) for the purposes of discipline shall not again be used as one (1) of a series of three (3) for the purposes of additional discipline.

SECTION 4 – These Operators shall not be given work until all available extra Operators have been assigned for that day. Operators shall be paid time-and-one-half (1 ½) for any time worked in excess of eight hours (8:00) and in excess of spread provisions.

SECTION 5 – When a regular Operator misses out and is required to report to protect the board, he or she shall not be given an assignment ending after 7:00 p.m. or the time the employee regular run finishes, whichever is later.

SECTION 6 – A missout shall be excused for good and sufficient reason, provided the Operator who misses out submits a written request, explaining the circumstances to the Dispatcher upon reporting to the office following the subject missout. Action taken by the Department Manager/Director on such request to be noted on the request and same placed in the Operator's record. SacRT will not arbitrarily refuse such requests without good cause. The missout will be excused as regards disciplinary purposes only.

SECTION 7 – When a regular Operator is assigned extra work which occurs prior to any portion of the employees regular run, and he or she misses out on the extra work, such missout shall not be used to deprive him or her of any portion of the employees regular run that day, unless as a penalty or part of a penalty for excessive missouts; however,

the missout will be noted on the employees record and used accordingly, except as restricted herein.

SECTION 8 – The penalty provisions provided in this Article are not intended as a license to “missout” within the limits set forth. An Operator who “misses out” consistently over a period of months, although he or she does not reach the limits set forth, may be subject to additional progressive discipline including discharge where appropriate.

ARTICLE 49: SENIORITY PROVISIONS

SECTION 1 – A correct copy of the master Seniority List shall be provided to the UNION in January of each year. A correct Seniority List shall be posted in the Operators’ Room at all times.

SECTION 2 – New employees shall be placed on the Seniority List in accordance with the date they are placed on the payroll. This date must conform with the date they commence instruction. When two or more trainees are assigned to the payroll on the same date, they shall draw numbers for position on the Seniority List.

SECTION 3 – Seniority shall prevail at all times except as set forth in other provisions of this Agreement.

SECTION 4 – Employees taken over by SacRT shall be placed on the Seniority List in accordance with their last date of continuous employment with the acquired company. SacRT agrees that it will not take over more employees from an acquired company in excess of the number required to perform the work available after the integration of the service.

SECTION 5 – No employee shall lose the employees seniority rights due to illness or injury.

ARTICLE 50: PROBATION

SECTION 1 – All new employees shall be on probation for a period of 180 days (six months) from the completion of training. The 180 days shall commence on the next calendar day following the day training is completed. Such probationary period shall constitute a trial period during which SacRT is to judge the ability, competency, fitness, and other qualifications of new employees to do the work for which they were employed. All rights, benefits, and privileges, including the application of grievance and arbitration procedure, shall be applicable to probationary employees. The judgment of SacRT regarding a probationary employee’s qualifications shall not be subject to the grievance and arbitration procedure; however, probationary employee records shall be available to UNION representatives, upon request, for inspection and discussion.

SECTION 2 – The term “qualifications” as used in Section 1 shall mean, but not be limited to, the following: performance, attendance, promptness, ability, competency, fitness, and

other skills which are necessary for an employee to fulfill the requirements for which he or she is employed.

SECTION 3 – In order to assure an adequate probationary period, SacRT may extend said 180-day period by the amount of any interruptions in work exceeding ten (10) consecutive workdays.

ARTICLE 51: PROMOTION AND TRANSFER WITHIN ATU BARGAINING UNIT

SECTION 1 – Any employee who transfers from one department to another shall have the employees seniority within the department, which he or she is leaving frozen and shall establish seniority in the department, which he or she has transferred into. Should that employee later be displaced from such department, he or she may return into the department which he or she previously left. Such return shall be allowed providing he or she is qualified, as determined by SacRT to perform the job, and the employee he or she is replacing has less departmental seniority. The provisions of this Article shall not apply to transfers between the Transportation and Light Rail Departments.

SECTION 2 – The provisions of this Section shall only apply when the employee is changing from one classification to another job classification.

SECTION 3 – When filling new or vacated positions, they shall be posted on bulletin boards in all units simultaneously for a period of three (3) working days and bids will be closed after five (5) working days of posting. The order of selection will be: (1) seniority bidding within the department; (2) seniority in the unit in which department is located; and (3) thereafter, seniority in the rest of the bargaining unit.

SECTION 4 – No position will be filled from the outside until the bidding process and up to forty-five (45) days probationary period have been completed. No vacancy may be filled on a temporary basis.

SECTION 5 – Qualifications are to be determined by SacRT. Probationary employees shall not be allowed to bid.

SECTION 6 – Returning Operators (coach or rail) will be placed on the Extra Board and assigned days off by SacRT until the next sign-up.

ARTICLE 52: OPERATORS' ROOM AND PROPERTY

SECTION 1 – SacRT will erect in Operators' Room glass-encased bulletin boards with locks and keys, which shall be given to the authorized UNION officer, which boards may be used by the UNION for posting all notices and literature approved by the UNION. The number and location of such bulletin boards shall be decided by SacRT and the UNION. UNION bulletin boards shall be confined to UNION business.

SECTION 2 – At the time that a new division is constructed, an Operators’ Room of adequate size shall be provided and furnished with sufficient lockers, tables, and chairs.

SECTION 3 – In case of robbery or theft, SacRT shall replace (reasonable depreciation will be deducted from current market price of clothing replaced) or repair any stolen or damaged property of the employee providing that:

- a. The employee was on duty at the time of robbery or theft.
- b. A police report is made.
- c. The stolen or damaged items are required in the course of duty, or are items that people normally carry while working.
- d. The upper limit for a watch or watches in total is two hundred dollars (\$200.00) or the current market value of said watches, whichever is less. The upper limits for all items stolen or damaged including a watch or watches is four hundred dollars (\$400.00) total or the current market value of said items, whichever is less.
- e. It shall be the duty of the employee to use caution and diligence in the protection of the employees personal property. SacRT shall only be responsible for the loss of an employee’s property, which was duly cared for.

ARTICLE 53: SICKNESS AND ACCIDENT

SECTION 1 – An employee suffering an industrial illness or injury on duty shall receive pay for the employees full assignment on the day of the injury.

SECTION 2 – Any employee injured on duty as the result of assaults or non-preventable collision accidents with other vehicles while operating a DISTRICT vehicle shall be entitled to supplemental wage benefits as follows:

- a. Such employees shall be paid eight hours (8:00) time for each scheduled workday lost during the waiting period until workers’ compensation benefits payments begin. After the waiting period, such employees shall receive from SacRT the difference between the workers’ compensation benefits payments and eight hours (8:00) pay for each scheduled workday lost for the first three months of regularly scheduled days of absence. Such supplemental benefits shall not be charged against the employee’s sick leave accumulation.

SECTION 3 – Employees off work due to an industrial illness or injury other than as defined in Section (2), above may draw from their sick leave accumulation an amount to bring the employees compensation for each regularly scheduled workday of absence to eight hours (8:00).

- a. Employees are eligible to begin using their accumulated sick leave beginning with the first workday of absence following the date of the illness or injury, provided they meet the minimum accumulated sick days required based upon completed years of service for nullifying the contractual waiting day as specified in Article 18, Paid Sick Pay. The sick leave use shall end when either the employee is returned to work or the sick leave accumulation has been exhausted. When using sick leave in conjunction with receiving workers' compensation benefit payments, the total daily amount of integrated compensation shall not exceed eight hours (8:00) pay at the employee's straight time hourly rate.
- b. It is understood that, with the exception of sick leave, other forms of accumulated time off such as vacation and floating holidays shall not be used during a period of absence due to industrial illness or accident unless previously bid.

SECTION 4 – Upon returning to employment, employees shall be paid for all work time lost due to attending medical appointments or receiving post-medical treatment from the employees provider as a result of the industrial illness or injury.

SECTION 5 – Any Operator reporting from a sick leave shall notify SacRT by 11:00 a.m. the day before returning to duty and shall, if able, be required to work the day he or she reports for duty.

SECTION 6 – When requested by SacRT, any employee returning from a sick leave in excess of three (3) days shall, at the time of such return, present written evidence from a physician of the employees physical fitness. The foregoing shall apply to a sick absence of three (3) days or less where SacRT can show probable abuse.

SECTION 7 – When an employee has knowledge that he or she will not be able to report for work, he or she shall notify SacRT immediately.

SECTION 8 – When an Operator reports sick less than thirty minutes (:30) before reporting time, he or she shall be charged with a missout.

SECTION 9 – Accumulated sick leave shall be posted at each sign-up.

ARTICLE 54: RUN PROVISIONS

SECTION 1 – SacRT will make every reasonable effort to establish a maximum number of regular runs according to the schedules operated and the requirements of service.

	<u>Weekdays</u>	<u>Saturdays/Sundays or Holidays</u>
Vehicle Hours Included in Regular Runs	75% or more	85% or more

Straight Runs	50% or more	70% or more
Split Runs Within Eleven (11) Hour Spread	30% or less	20% or less
Split Runs over Eleven(11) Hour Spread, but not over Twelve (12) Hour Spread	20% or less	10% or less

“Straight Runs” are defined as any run where an Operator is continuously paid and operates the same vehicle, on the same day, on the same block (this is not to be interpreted to exclude the normal change-out of vehicles).

In the Rail Division, “fall-backs” are included in straight runs.

“Split Runs” are any run that is not a “straight run”.

SECTION 2 – All reliefs shall be made at a reasonable point. All relief points shall be agreed upon by the SacRT and the UNION. Any agreement not reached within ten (10) working days shall go to arbitration.

SECTION 3 – Pull-out time shall not be considered when computing spread time to meet run percentages.

SECTION 4 -

- a. All school service schedules and/or special service schedules which consist of one or more pieces of work totaling eight hours (8:00) or more of work within a maximum allowable spread of eleven hours (11:00), excluding pull-out time, and which operate on a five (5) consecutive day basis, shall be made into “Special Category” or “S.C.” runs and posted for seniority bid.
- b. All school service schedules and/or special service schedules which consist of one or more pieces of work totaling seven hours and fifty-nine minutes (7:59) or less of work within a maximum allowable spread of twelve hours (12:00), excluding pull-out time, and which operate on a five (5) consecutive day basis, may be made into “Mini Special Category” or “Mini-S.C.” runs and posted for seniority bid.
- c. Additional pieces of work may be drawn from the Extra Board assignments to complete the “S.C.” or “Mini-S.C.” runs.
- d. “S.C.” or “Mini-S.C.” runs may be constructed entirely from regular route assignments.
- e. On days when any school and/or special service schedules are not operated (for example, school holidays) if there are any remaining pieces of work to

operate which total less than four hours (4:00) of work, the "S.C." or "Mini-S.C." Operator will be governed by sub-sections 'h' and 'i' hereof. The pay will be for the work actually performed with an eight hour (8:00) minimum guarantee.

- f. On days when any school, special service or holiday schedules are not operated, the Operators on the affected "S.C." or "Mini-S.C." runs may be reassigned additional work and will be paid for all work performed with an eight hour (8:00) minimum guarantee with the shortest piece going to the most senior Operator. Such reassignment may consist of all parts of the Operators own run that has not been changed with additional work assigned from the Extra Board not to exceed the original run time, within the spread limitations of the "S.C." and "Mini-S.C." runs.
- g. All regular run provisions of the working agreement shall be applicable to such runs except the provisions contained in Article 54, Section 1, and Article 56, Section 10.
- h. If an "S.C." or "Mini-S.C." Operator working the Extra Board falls for an assignment that works beyond 7:00 p.m. (including report) that Operator shall be assigned the next available assignment that gets off by 7:00 p.m. or the time the employees "S.C." run would have finished, whichever is later.
- i. Provisions of the Extra Board Guarantee shall apply to "Special Category" ("S.C." and "MSC") Operators when on the Extra Board.
- j. The "Special Category" ("S.C." and "MSC") Operators shall be assigned to day-off work as regular Operators.
- k. In the event a "Special Category" ("S.C." and "MSC") run is cancelled between sign-ups, the Operator holding that run shall become an Extra Board Operator.

SECTION 5 – Run break-up sheets shall show pay time in dollars and cents, computed at the highest rate of pay in effect on the effective date of the sign-up for which said run break-up sheets are posted. If the pay shown is in error, it shall be corrected and only the correct pay will apply from the date of such correction.

SECTION 6 – The parties recognize that certain time spent by Operators traveling to, from and between work assignments (travel time) is considered time worked and is compensable (travel pay) under applicable state wage and hour laws. Travel pay is determined based on the most direct route and efficient means of travel (walking and/or riding), as determined by SacRT or as may be set forth in this agreement:

- a. Travel pay is not counted when two pieces of work have an intervening time of 59 minutes or less for which "elapse time" is paid pursuant to the Collective Bargaining Agreement.

- b. A "Travel-free Zone" (zone) is agreed upon and defined by Capitol Avenue on the North, R Street on the South, 30th Street on the East and 29th Street on the West. An Operator walking within the Zone to make a relief or to return to the headquarters building at 29th and N Streets shall not receive travel pay.
- c. Travel pay on an in-bound ride shall end at the time point located on the boundary of the zone. If there is none, then the first time point after crossing into the zone shall be used. Travel pay on an out-bound ride shall begin at the time point located on the boundary of the zone. If there is none, the last time point before crossing out of the zone shall be used.
- d. The parties executed a Letter of Agreement, dated February 10, 2003 setting forth the calculation of travel pay and identifying certain lines, relief points and travel times to be paid. The terms of that agreement are incorporated herein by reference.
- e. Travel time for existing and newly created work will be determined and paid in accordance with these provisions and included in subsequent signup packages. In the event of a dispute over the determination of travel time or travel pay, the Union will bring it to the attention of SacRT and the parties shall promptly meet in an effort to resolve the matter. Any dispute not resolved may be forwarded directly to binding arbitration (Article 7 of the CBA).

ARTICLE 55: SYSTEM / DIVISION SIGN-UPS

SECTION 1 – System Sign-up:

- a. Upon the initial opening of a new division, there shall be a general "sign-up." For the purpose of the "sign-up," all drivers shall be listed on a DISTRICT-Wide Seniority List. All Operators shall have an opportunity to bid into allotted positions based upon their DISTRICT seniority standing. New drivers hired shall be placed in a division by SacRT.
- b. A system "sign-up" embracing Operators shall be held once each year, at which time said employees will select their division for the following year.

The annual effective date of the system "sign-up" shall be the first Sunday in January. By mutual agreement between SacRT and the UNION, the effective date for the system "sign-up" may be either advanced or postponed as the parties may deem advisable in the light of the then existing circumstances. All system "sign-ups" are to be held at 1400 - 29th Street, Sacramento, California.

By mutual agreement between the UNION and SacRT, the requirement for an Operator to stay in the division selected at the time of the system "sign-up" in January for one (1) year may be waived. Said Operators shall not be permitted to bid on open work at the Light Rail Division until one (1) year from the date of return to the Bus/CBS Division.

- c. An Operator requesting and being granted a return to the employee's prior department will not be permitted to make a similar move between departments for a period of 12 months from the effective date of the move.
- d. A Bus Operator that is awarded a job as a Light Rail Operator who fails to successfully complete the training requirements will be returned to the Bus Transportation Department, or CBS Department, pursuant to Article 55, Section 1f. At the conclusion of 6 months, the Bus Operator may elect to bid back to the Light Rail Department at the time of a Light Rail Operator vacancy, or the next "sign-up", whichever occurs sooner.
- e. Where routes are transferred from one division to another division, the rule of transfer shall be as follows:

Notice will be given to the Operators at the division from which the routes are being transferred, informing them of the change. All Operators at the division shall make a new selection of runs according to their seniority rights. The Operators who have selected runs on the route that are to be transferred shall be transferred to the division to which the work goes.
- f. If during the course of Train Operator training an employee does not meet the minimum performance criteria, the employee will be returned to the Regular Bus Division without loss of seniority. Operators returning to the Bus Division will be placed on the Extra Board and assigned days off by SacRT until the next "sign-up."

SECTION 2 – Division Sign-ups:

Division "sign-ups", for the purpose of selection of runs, days off, vacation, floating holidays, and positions as Extra Board Operators shall be held quarterly with the first quarterly "sign-up" being effective on the same date as the system "sign-up" and continuing thereafter. Effective dates of division "sign-ups" shall be as outlined in Article 56 Section 1. Hold down, detail, partial emergency, and other "sign-ups" affecting only the division shall be limited to the Operators in that division.

ARTICLE 56: SELECTION OF RUNS

SECTION 1 – There shall be a general "sign-up" to take effect on the first Sunday of January, the first Sunday of April, the Sunday following termination of the regular school term in June, and the second Sunday in September. Effective January 2020, the 4th sign – up will occur on the first Sunday preceding the commencement of the regular school term in the Fall. The effective dates may be changed by mutual consent of SacRT and the UNION.

SECTION 2 – Notice of the "sign-up" shall be given to employees on leave or vacation at their most recent address in the files of SacRT. Such employee or any other employees

may leave a proxy bid with the Dispatcher and SacRT will select a run for the employee concerned according to the choice indicated on the proxy. The order of the employee's choice shall be designated in numerical order. If the run or runs specified in the proxy are not available and the employee cannot be contacted, a run will be selected by SacRT. Runs so selected shall conform as near as possible to the hours of work and days off indicated as the employee's choice in the proxy.

SECTION 3 – General “sign-ups” will be posted not less than fourteen (14) days prior to the effective date of the “sign-up.” Emergency “sign-ups” shall be posted not less than eight (8) days prior to the effective date of the “sign-up.”

SECTION 4 – General Sign-up:

- a. Selection of runs in a general “sign-up” shall commence not less than twelve (12) days prior to the date a selection becomes effective and all bidding shall be completed within a maximum of sixteen (16) evenings. Selection of runs during an emergency “sign-up” shall commence not less than ten (10) days prior to the date the run selection becomes effective and all bidding shall be completed within a maximum of sixteen (16) evenings. Selection of runs shall be on a seniority basis.
- b. Bids for runs will be conducted at SacRT facilities at 7:15 p.m. on a maximum of sixteen (16) evenings except Saturdays, Sundays, and holidays. Percentage of Operators to bid each evening to be mutually agreed upon by the UNION and SacRT.
- c. A bulletin will be posted designating the time, the place, and the Operators who must be present for bidding. SacRT will arrange to relieve drivers who are working runs at the time they are required to place their bid.
- d. Operators bidding the first and second evening shall be allowed five minutes (:05) to complete their bid; those bidding on the remaining evenings shall be allowed ten minutes (:10). No “sign-up” shall be held on the UNION's Executive Board and regular meeting days.

SECTION 5 – If an Operator is not present when it is their turn to select a run (assuming the Operator is not working) and has not left a proxy bid, the employee will be passed and bidding shall continue with the next Operator in seniority order. The Operator passed may later bid at any time before the “sign-up” is completed.

SECTION 6 – When it is necessary to relieve an employee to enable him or her to bid in any “sign-up,” the employee shall be relieved and shall be paid for all time lost. Operators requiring relief from a run shall be relieved at a time equivalent to one minute (:01) per the Operator's “sign-up” position after the start of the “sign-up.” (Example: An Operator is 35th to sign up; therefore, the employee will be relieved at thirty-five minutes (:35) after the start of the “sign-up” or at 7:50 p.m.). Operators shall return to their runs as soon as possible after bidding.

SECTION 7 – Any employee entitled to bid at any general “sign-up” may elect to work the Extra Board in preference to a regular run if they so desire, in which event the employee shall be governed by the Extra Board provisions and shall not lose their seniority by doing so.

SECTION 8 – At each general or emergency “sign-up,” SacRT shall post all available employee assignments, including regular runs, relief runs, vacation relief runs, special category runs, “Mini-S.C.” runs, Extra Board positions, handicapped, tour, and charter board positions. When it becomes an employee’s turn to bid at the “sign-up,” they shall be required to select an assignment from the selections open to him or her.

SECTION 9 – If too much time is shown by typographical error or error in arithmetic, or run break-up sheets, that run shall immediately be corrected and only the correct time paid from the date of correction.

SECTION 10 – Emergency Sign-up:

- a. When there is a curtailment of service or a regular run is changed and the change affects the “sign-on” or “sign-off” time, thirty minutes (:30) or more of the pay time and sixty minutes (:60) or more of the day off, there shall be a partial emergency “sign-up” commencing with the employee whose run was affected.
- b. This emergency “sign-up” shall be posted for bid as quickly as schedules and “sign-up” sheets can be prepared, and the effective date of the “sign-up” shall be the first Sunday following the completion of the “sign-up.” However, in no event shall the effective date of the “sign-up” be more than ten (10) days after the date on which the schedule change occurred.
- c. If the pay time in a regular run is reduced by reason of the change or curtailment of service, the original pay time will be paid until the partial emergency “sign-up” is effective.

SECTION 11 – If the schedules are prepared, the UNION will be notified three (3) days in advance of posting for inspection, and one (1) copy of the schedules and reliefs and a currently revised seniority list will be given to the UNION at least three (3) days in advance of posting. This inspection is for the purpose of assuring the UNION that the schedules comply with the terms of this Agreement.

SECTION 12 – When a regular run is vacated for any reason, it shall be assigned to the Extra Board until such time as it is filled at a “sign-up.”

SECTION 13 – Detail Sign-up:

Any newly created run or any run, which is permanently open for any reason, shall be posted as an “open run” on the first Tuesday following its being created or opened. Operators may bid an “open run” in order of seniority. With respect to a newly created run, the bidding shall start with the first Operator in seniority. With respect to a

permanently vacated run, the bidding shall start with the first Operator in seniority below the Operator who has vacated the run. All bids must be submitted by 8:00 a.m. on the Friday after posting, and the successful bidder shall assume the run on the Sunday immediately following. Runs relinquished as a result of the bidding will be posted the following week.

SECTION 14 – Hold-Down Sign-up:

When it is known that any regular run, relief run, “Mini-S.C.” or “S.C.” run will be temporarily open for a period of five (5) or more working days commencing with the first Sunday that the run is open, such open run shall be made available to Extra Board Operators on a seniority basis. The Extra Board Operator taking such run shall be considered a regular Operator while holding the run and shall remain on it until the return of the Operator who temporarily vacated it, or until the next general or emergency sign-up, whichever occurs first. The Extra Board Operator shall begin working the run on the first Sunday after obtaining same. Upon relinquishing the run and returning to the Extra Board, the employee shall, on the first Sunday thereafter, assume the days off they held prior to taking the temporarily vacated run.

SECTION 15 – In the event an Operator is faced with an unavoidable “double-back” in the bidding of a run, SacRT shall, when possible, substitute scheduled Extra Board work for the portion of the run which creates the “double-back.” A run thus adjusted must meet the regular run provisions and all pay time requirements shall apply.

SECTION 16 – All Operators desiring extra work will sign a slip indicating their desire and will list their choices of work in order of preference. This slip will be signed at each sign-up and SacRT will use this list to call Operators for extra work assignments during the sign-up period.

SECTION 17 – Any Vacation Relief Operator whose bid week is declared “open” for any reason shall be considered an Extra Board Operator for the period of the time declared as “open” and shall maintain the days off selected for that period, the same as if the work had not been declared open.

ARTICLE 57: WORK DAY / WORK WEEK – REGULAR OPERATOR

SECTION 1 –

- a. All regular runs shall be guaranteed a minimum of eight hours (8:00) of work on each of five (5) consecutive days, except when the system is rendered inoperative due to war or Acts of God over which SacRT has no control.
- b. If a leg or more of the light rail system is shut down or to be shut down for eight hours (8:00) or more, LRV Operators may be used to drive buses in shuttling service during their normal work hours and be paid no less than their normal pay as LRV Operators.

SECTION 2 – Regular Operators shall be given two (2) consecutive days off each week. This section may be reopened if SacRT determines it is necessary to make a major reduction in Sunday service.

ARTICLE 58: EXTRA BOARD OPERATORS AND PROVISIONS

SECTION 1 – Any employee requested to report for the purpose of protecting the Board shall receive a minimum of three hours (3:00) pay, or continuous pay from the time he or she reported to protect the Board, unless he or she is released; except as provided in Article 48, Section 2. Operators who complete a work assignment before the expiration of three hours (3:00) from the time of starting the report assignment, must immediately report back to the Dispatcher, unless instructed to do otherwise. When SacRT decides to hold an Operator or Operators on report past three hours (3:00), SacRT shall hold the latest Operator or Operators to come on report in terms of the starting time.

SECTION 2 – Except when the system is rendered inoperative due to war or Acts of God over which SacRT has no control, all employees assigned to the Extra Board shall have the following guarantee:

- a. Eight hours (8:00) per day guarantee for each regular workday;
- b. Extra Board Operators and Vacation Relief Operators who are on vacation shall receive, per week, forty hours (40:00) at straight time plus three hours (3:00) at time and one-half (1 ½).
- c. If a leg or more of the light rail system is shut down or to be shut down for eight hours (8:00) or more, LRV Extra Board Operators may be used to drive buses in shuttling service during their normal work hours and be paid no less than their normal rate of pay as LRV Operators.

SECTION 3 – Except for work refused in accordance with Section 9, the eight hour (8:00) guarantee shall not apply for any day on which an Operator misses all, or a fraction of, that day.

SECTION 4 – The prevailing rate of pay for the purpose of interpreting this section shall be at the rate of pay the Operator's seniority specifies.

SECTION 5 – Extra Board Operators shall be allowed two (2) consecutive days off each week. Extra Board days off shall be designated by SacRT and bid on according to seniority. Extra Board days off which are permanently vacated or created due to the addition of new Operators, shall be made available to all Extra Board Operators on a seniority choice basis. All change of days off shall become effective on the Sunday following the Bid. Extra Board Operators bidding Saturday-Sunday off shall also bid Sunday Schedule off.

SECTION 6 – Extra Board work will be assigned to the Extra Board employees on the basis of a rotating board, the procedures for which may be changed from time to time by mutual agreement.

SECTION 7 – The UNION shall have the right to inspect the work assignments of all employees for the purpose of ascertaining whether the work is being assigned on a fair and equitable basis. The Extra Board Checker shall have a copy of the transportation summary and assignment work sheet(s) made available to him or her within seventy-two hours (72:00) after Extra Board is posted, or sooner if available. In addition, supervisory training time and a list of all Operators called for trippers will be posted on the daily work summary.

SECTION 8 – Extra Board assignments shall be posted no later than 2:00 p.m. each day. Extra Board Operators whose assignments are changed or added to due to an emergency and if no other Operators are available, must accept all work within the limitations of Section 9.

SECTION 9 – Extra Board Operators may, without breaking their guarantee, refuse work, which is:

- a. In excess of ten hours (10:00) work time (report time excluded);
- b. Work which has less than a nine hour (9:00) rest period between daily assignments, including day-off work assignments.
- c. Work which exceeds twelve hours (12:00) spread time. Report and pull-out time will be used when computing spread; provided, however, that no Extra Board Operator may refuse to work any run constructed under the run provisions of this contract (Article 54).
- d. The intent of this provision is that an Extra Board Operator cannot refuse to operate any run constructed under the run provisions of this Agreement, which has a spread of 12:01 to 12:15, so long as the employees total spread for the day, including report time, does not exceed 12:15.

SECTION 10 – When an Extra Board Operator’s assignment consists of one or more pieces of work, the Operator shall be guaranteed a minimum of one hour (1:00) for reporting for each piece of work. This guarantee shall also apply when an Operator reports for an assignment, or part thereof, which has been cancelled.

SECTION 11 – Time worked on an Extra Board Operator’s regularly scheduled day off shall not be used in computing the employees guarantee for the pay period and will be paid for at the rate of time and one-half (1 ½).

SECTION 12 –

- a. Extra work will be assigned in the following order:

1. Extra Board Operators on their regular workday;
 2. Regular Operators on their regular workday;
 3. Extra Board Operators on their day off;
 4. Regular Operators on their day off.
- b. With reference to (2), (3), and (4) of Section (a), the Operator's choice of work shall be:
1. Day Run;
 2. Night Run;
 3. Charter;
 4. Shorter assignment than entitled to by seniority.

An Extra Board Operator shall not be assigned a tripper in conjunction with a run unless there is no regular Operator available.

ARTICLE 59: ROTATING EXTRA BOARD PROCEDURES

SECTION 1 – The Extra Board will be established by placing all Extra Board names in order of seniority. The Extra Board shall be re-established in this manner with each general sign-up. This Article shall also apply to the Light Rail Extra Board except as modified in Section, 1.a. and 2.a., below.

- a. The Light Rail Extra Board and Regular Bus Extra Board are not interchangeable, except as set forth in Article 57, Section 1.b. and Article 58, Section 2.c.

SECTION 2 – Rotation shall occur as follows: The top six (6) names on the Extra Board shall drop to the bottom of the Board each day. This shall include the names of Operators who may be on their days off, on sick call, or not working for any reason except as specified below. The rotation shall continue daily including Saturdays, Sundays, and holidays.

- a. The Light Rail Extra Board shall rotate one (1) name each day. All other provisions shall apply.

SECTION 3 – All Extra Board Operators excluding Vacation Relief, Hold-Down Operators, etc, will be placed on the Extra Board list at the beginning of each sign-up.

SECTION 4 – Operators going to the Board for any reason, including new employees, shall have their names inserted into the Extra Board in their seniority position without re-

establishing the Board as in Section 1, above. These names shall be inserted after the Board is rotated.

SECTION 5 – Assignment of Work: After the Board has been rotated, arrange the available work in the following order:

- a. All report assignments, with the earliest report first, etc.
- b. Report and work combined (earliest time on first, etc.).
- c. All combinations of work other than report shall be arranged in order of actual work time, without regard to overtime premiums or guarantee times. The piece with the greatest amount of work time shall be assigned first, etc.
- d. When two or more assignments, other than report, are of equal work time, the assignment which is completed first shall be assigned first, etc.
- e. After the work has been arranged in this order, the work shall be placed alongside the rotated Extra Board to establish the assignments for that day.
- f. Report and Work Combination: If an Operator has an a.m. report and it conflicts with the employees p.m. assignment, he or she shall be passed by and the work assigned to the next report Operator.
- g. When training of Extra Board Personnel is necessary, the following assignment procedure shall be utilized:
 1. If SacRT has sixty (60) days or more notice of an anticipated change in equipment, and if such equipment is available, the training will be assigned in work time order. (For the purposes of this Section, training time will count as work time.)
 2. If SacRT has less than sixty (60) days notice of an anticipated change in equipment, or if such equipment is not available to SacRT for training purposes, SacRT will assign training to Extra Board Operators who have less than six hours (6:00) of work on a given day.
 3. In the event that an Extra Board Operator is not trained on the new equipment, the Operator will be bypassed (for assignment purposes only) and the work on said equipment will be assigned to the next trained Operator in rotation.

SECTION 6 – If the above procedures should result in a “double-back” with less than nine hours (9:00) of rest, the Operator involved shall be assigned the first assignment below the employees scheduled assignment which he or she can work without a “double-back.” In case the employees scheduled assignment is report, he or she shall be given the first report assignment which he or she can work without a “double-back.” Operators assigned to a 1:30 p.m. report will not be given a following day assignment that starts before 6:30

a.m. There shall be no assignments to any Extra Board Operators, either written or verbal, that exceed the twelve hour (12:00) spread limitation, with the exception of out-of-area charters, day-off work, or an unavoidable emergency where no other Operators are available. With regard to out-of-area charters, this provision does not waive the right of any Operator to turn down an out-of-area charter that is over the twelve hour (12:00) spread limitation.

SECTION 7 – If an Operator catches late work off report or is assigned late work for any reason after the Board has been finalized at 11:00 a.m., and the employees work results in a “double-back” for the following day, he or she shall assume the assigned work the first time the employees schedule passes the established relief point or the next pull-out or relief, whichever occurs first, after the nine hours (9:00) rest has elapsed. In case the assignment is report, the Operator shall report exactly nine hours (9:00) after the employees off-duty time. The Operator shall report as above without being contacted by the Dispatcher. In case the missed assignment is a charter, the Operator shall contact the Dispatcher, either by phone or in person, immediately after the employees nine hours (9:00) rest and shall be assigned as needed within contractual limitations.

SECTION 8 – Operators on report shall “catch” work in the order of their rotated seniority position on the Board. In the event two or more pieces of work go out at the same time, the first report Operator to “catch out” shall be given the piece that is completed the earliest. Runs will not be broken up for assignment to report Operators if there is a report Operator available who can work the complete run. Operators who report late due to a “double-back” shall be eligible for work in this order immediately upon reporting. Operators placed on the Board in accordance with Section 9 shall be assigned work in the order of the time they notified the Dispatcher that they are available for work.

SECTION 9 – Operators returning to work from sick leave, emergency leave, indefinite leave of absence, suspension, AWOL, or jury duty must report by 11:00 a.m. on the day preceding their return to duty in order to be entitled to their regular assignment. Operators reporting from jury duty after 11:00 a.m. shall be placed on report the following day and available for work during the spread time of their regular run. All others shall be placed on report and assigned work as Extra Board Operators within contractual limitations. These Operators shall be last out on report with the exception of missout report Operators.

SECTION 10 – Any work which is known to be open on or before 11:00 a.m. the preceding day shall be placed in its proper position as provided for in Section 5, above and be assigned accordingly. Any work which becomes available after 11:00 a.m. the day preceding shall be assigned in the same manner as if it has become available on the following day. If an out-of-area charter becomes available after 11:00 a.m. on the preceding day, it shall be assigned to the proper Charter Board Operator and the employees assignment shall be covered as above. If this Operator cannot be contacted, the Dispatcher shall try the next Charter Board Operator in rotation, etc. If no Charter Board Operator can be reached, or if time will not permit going through this procedure, the Charter shall be assigned to the proper report Operator and the Charter Board Operators so passed will not be charged with a “turn” on the Charter Board and shall have no claim for the time in the charter.

SECTION 11 – Any work which is cancelled after 11:00 a.m. on the day preceding shall not be operated and the Operator assigned to this work shall be placed on report at the time the cancelled work was scheduled to start and catch work in the employees rotated position as in Section 8 above.

SECTION 12 –

- a. If errors are discovered prior to the time the Board is posted, the errors shall be corrected and the corrected Board shall be posted.
- b. If errors are discovered after Board has been posted, SacRT shall have the option of leaving the assignments stand and paying the penalties involved, or of changing the assignments and being responsible for notifying all Operators involved.

SECTION 13 – If the UNION alleges that errors have been made and the Dispatcher does not agree to the allegation, the Operator or Operators shall work the assignments and may later protest the assigned work.

SECTION 14 – A claim by the UNION for penalty time must be submitted by the twentieth (20th) calendar day following the date of receipt of Extra Board assignments. SacRT shall respond to the UNION no later than the twentieth (20th) calendar day following the date the claim is submitted by the UNION. Failure of either party to comply with time limits as set forth herein will serve to declare the matter settled in favor of the other party and no further action can be taken. The time limits in this Article may be extended by mutual agreement. If it is determined that the Extra Board was improperly assigned and that an Operator was required to work an improper assignment, the Operator involved shall be compensated as follows:

- a. He shall be paid for all work performed and receive the employees daily guarantee accordingly.
- b. If he or she is required to work past the off-duty time of the employees proper assignment, he or she shall receive additional straight-time pay for all such time.
- c. If he or she is required to report to work before the on-duty time of the employees proper assignment, he or she shall receive additional straight-time pay for all such time.
- d. If he or she is required to work more hours than the employees proper assignment, he or she shall receive additional straight-time pay for all such hours.
- e. In no event shall the penalty time listed above exceed a total of eight hours (8:00) for each Operator involved.
- f. Operators working on their day off shall have no claim for penalty time if, by their seniority, they have exercised a choice of work and received same.

- g. Report Operators, in proper rotation, who “catch” unassigned work off report in correct order will not have any claim for penalty time because of this unassigned work. Any other report Operators miss-assigned shall be eligible for penalty time if it is due them.
- h. In computing penalty, there shall be no compounding of penalty. Claim for pay to be for first day of error and Extra Board rotation shall then be corrected.

SECTION 15 – For the purposes of determining penalty time only, the following formula shall be used:

- a. Only that work which was originally assigned to the Extra Board can be used for correcting the Extra Board assignment.
- b. Only over-spread pieces can be broken up and coupled with existing pieces on the Extra Board that were assigned to the Extra Board. No other work can be broken up except in conjunction with an over-spread piece.
- c. A piece of work not assigned, or an Operator not assigned, is to be inserted in proper rotation.
- d. In rearranging the Extra Board for purposes of penalty time, if there is no work or Operator to be matched at the bottom of the Board, then there will be no penalty paid. There shall be no more than two Operators at the bottom of the Board who are not paid penalty time.

SECTION 16 – The above procedures may be changed by mutual agreement. Both the UNION and SacRT shall entertain any changes suggested by the other party.

ARTICLE 60: TIME ALLOWANCES

SECTION 1 – All Bus Operators are required to report ten minutes (:10) before their runs are scheduled to pull out of the division. Effective with implementation of the January 2001 sign-up, bus Operator report time shall be increased by five minutes (:5) to fifteen minutes (:15). LRV Operators are required to report twenty minutes (:20) before their runs are scheduled to pull out of the division and five minutes (:05) before making a relief.

SECTION 2 –

- a. All Operators shall be allowed fifteen minutes (:15) pay time, or actual time required, whichever is greater, for each turn-in required. Time spent placing items in parking lot “drop box” will not be counted in computing the fifteen minutes (:15) turn-in time pay.
- b. All LRV Operators shall be paid five minutes (:05) turn-in pay on a daily basis for turning in their radios and keys after their daily run. Should an LRV Operator be required by SacRT to turn-in lost and found items, the Operator

shall receive an additional ten minutes (:10) turn in pay for a total of fifteen minutes (:15) turn in pay for that day.

SECTION 3 – Only one (1) turn-in will be allowed per run. The Operator relieving shall receive the turn-in time.

SECTION 4 – All check-in times and pull-out times shall be indicated on the schedules as work time and paid for at the regular rate of pay.

SECTION 5 – When a regular Operator performs an additional piece of work before or after the employees regular run or during a split, he or she shall be paid elapse time at the contractual rate of pay together with the actual time in the piece of work involved, provided the elapse time is one hour (1:00) or less. For the purpose of applying Sections 5 and 6 of this Article, elapse time is defined as off-duty time. In no event shall the pay time for such tripper be less than two hours (2:00), including both elapse time and work time. For the purposes of this Section, when a driver is not relieved and drives to the end of the line and back to the relief point and is then relieved, this shall not constitute a “tripper.” An operator shall submit a late pull in slip for time and one half purposes for actual time if required to drive to the end of the line and back as described above.

SECTION 6 – If the elapse time is more than one hour (1:00), no elapse time will be paid but the Operator shall be paid a minimum of two hours (2:00) at the contractual rate of pay.

SECTION 7 – In the arrangement of schedules, all splits of fifty-nine minutes (:59) or less shall be considered as continuous pay time. If any portion of any split in a regular run occurs after 6:00 p.m., that split shall be paid straight through.

SECTION 8 – When an employee is required to report to SacRT on the employees regularly scheduled day or days off, he or she shall receive a minimum of two hours (2:00) pay at the time and one-half (1 ½) rate for each time he or she so reports; provided however, the total time paid for day-off work is not less than 5:20 at the time and one-half (1 ½) rate. This minimum does not apply when an employee is assigned to and works a regular run, but shall apply separately to any other piece of work for which he or she reports.

SECTION 9 – Operators shall be required to handle daily passes/transfers or other valid proof of payment, set fare box dials, and operate radios without payment of additional compensation. If Operators make passenger counts with a mechanical or electronic device, there shall be no payment of additional compensation; however, if Operators make written passenger checks, the additional compensation shall be one dollar and fifty cents (\$1.50) per day for four hours (4:00) or less, and three dollars (\$3.00) per day for over four hours (4:00), and the procedures therefore shall be by mutual agreement between the UNION and SacRT.

SECTION 10 – On those runs that have a piece of work consisting of seven consecutive hours (7:00) or more, SacRT will schedule in the aggregate recovery time of not less than twelve (12) percent. This means that SacRT will add up the run time excluding pull-out

time in all of these runs in the aggregate and it will add up the recovery time scheduled in these runs and it shall be not less than twelve (12) percent of the total run time. No run covered by the requirements of this Section shall be scheduled with recovery time less than six (6) percent of the run time in that run excluding pull-out time.

ARTICLE 61: OVERTIME PROVISIONS

SECTION 1 – Overtime shall be paid at the rate of time-and-one-half (1½) for all work performed:

- a. In excess of eight hours (8:00) per day;
- b. On a regular scheduled or assigned day off;
- c. In excess of the following spread times:
 1. Regular and Special Category (SC) Runs: ten and one-half hours (10:30)
 2. Extra Board Assignments: ten hours (10:00)

(Note: When Regular or Special Category (SC) runs are created for Operators to bid at each quarterly sign-up, the pay is calculated, if applicable, on the spread time in excess of 10 hours, 30 minutes. With respect to Extra Board (EB) Operators, when a Regular or SC run is worked in its entirety, he or she will receive pay, as originally calculated, based upon a 10 hour and 30 minute spread. If there is pay for report time associated with the work, the EB Operator will receive it, in addition to the run pay. If a Regular or SC run is broken into pieces, and the pieces are worked by one or more EB Operators, with or without report time, the pay will be calculated based upon time worked in excess of a 10 hour spread.)

- d. All work performed before or after a regular run, or during a split by a regular Operator, provided the Operator completes the full regular run.

SECTION 2 – Report and pull-out time shall be considered when computing spread premiums.

SECTION 3 – When more than one overtime provision applies, only that provision which creates the greater compensation will be applied.

SECTION 4 - Time and one-half (1½) or double time (2) shall not be converted to straight time for the purpose of meeting any guarantees in this Agreement.

ARTICLE 62: CHARTER SERVICE

SECTION 1 – All out-of-area charter work shall be performed by Charter Board Operators, who are available, on a rotating basis. This Charter Board shall be drawn from the Extra Board and shall consist of Operators who are deemed qualified by SacRT.

ROTATING CHARTER BOARD

- a. The Charter Board shall be composed of current Extra Board Operators who bid on the Charter Board. This board shall consist of not more than twelve (12) Operators, unless changed by mutual consent of SacRT and the UNION.
- b. SacRT reserves the right to exclude any Operator from the Charter Board for just cause. Any Operator excluded may have the employees case reviewed by SacRT and the UNION.
- c. Out-of-area charters shall be charters which travel outside the metropolitan area of Sacramento. The metropolitan area shall include West Sacramento, Bryte, Carmichael, Fair Oaks, Citrus Heights, North Highlands, Mather Field, Aerojet, McClellan Field, Elk Grove, Folsom, Roseville, Woodland, and Davis.
- d. Charter Board Operators working on their days off shall be assigned in the same manner as other Extra Board Operators working on their days off. In cases where a day-off Charter Board Operator and another Operator are equally entitled to two pieces of work, one of which is an out-of-area charter, the out-of-area charter shall be given to the Charter Board Operator.
- e. Day-off work on the Charter Board shall not be charged a “turn”.
- f. Extra Board Operators who do not want out-of-area charter work and have so indicated in writing shall not be assigned to out-of-area charter work.
- g. Charter trips of more than one day shall be given to the first Charter Board Operator in rotation who can work said charter with the least number of days off being involved. On subsequent charter trips, the rotation shall begin with the first Operator passed and the Operator who worked out of turn shall be passed.
- h. Where more than one out-of-area charter is assigned on the same day, the first Operator in rotation shall receive the first pull-out, etc.
- i. Charter Board Operators may refuse out-of-area charter work if it falls on the employees days off; if work time or spread time in conjunction with other work assignments is in excess of contract requirements; if bidding at a sign-up; or if a “double-back” would occur. Charter Board Operators who miss a trip because of one of the above reasons shall be “picked-up” one time only. Charter Board Operators who miss out-of-area charter trips because of absence from duty for any other reason shall miss their “turn”.
- j. Each charter trip, regardless of time involved, will be considered as one trip.

- k. The Dispatcher shall keep a rotating list of charter trips worked and shall mark the date of each charter worked in the square opposite the Operator's name. When an Operator missed a trip because he or she is not available, a notation shall be made opposite the employees name of the reason he or she was passed; i.e., A-Ask Off; C-Contractual reasons as spelled out in Section 1 (i); D-Regular Day Off; L-Leave of Absence; M-Missout; P-Penalty Time Off; S-Sick; V-Vacation.
- l. Charter Board Operators who are not assigned charter work shall perform normal Extra Board work and shall be assigned accordingly.
- m. When a Charter Board Operator is sent to pick up new buses (according to Rules and Procedures for New Bus Pick-Up) he or she shall not be charged with a turn on the Charter Board. Should an out-of-town charter "fall" to him or her while he or she is gone, he or she will be entitled to a "pick-up" one time only.
- n. Days off available for bid by Charter Board Operators shall be:
 - 1. Six (6) Saturday / Sunday Holiday;
 - 2. Three (3) Sunday/Monday;
 - 3. The remaining three (3) Operators may have a choice according to seniority of Tuesday/Wednesday or Thursday/Friday.

SECTION 2 –

- a. Operators shall be paid four dollars (\$4.00) per wheel for installing chains and four dollars (\$4.00) per wheel for removing chains.
- b. Operators shall also be paid seven dollars (\$7.00) for changing outside tire and nine dollars (\$9.00) for changing an inside tire.

SECTION 3 – Operators working charter coaches shall be allowed continuous pay time from the pull-out time until the charter is completed, provided the total time does not exceed eight hours (8:00).

SECTION 4 – When the total time in a charter, including layover, exceeds eight hours (8:00), an Operator shall be paid for all driving time but in no event less than eight hours (8:00) in each twenty-four hour (24:00) period. Waiting time when driver is not released from duty shall be considered driving time. There will be an automatic deduction of one hour (1:00) from all charters of nine hours (9:00) or more duration unless a claim is made by Operator that he or she had less than one hour (1:00) of released time.

SECTION 5 –

- a. Out-of-area charters which exceed six hours (6:00) duration, Operators shall be paid meal allowances as follows:

Breakfast	\$ 5.00
Lunch	\$ 7.00
Dinner	\$10.00

- b. The meals shall be paid after the following hours of spread:

6:01 or more, one meal
8:01 or more, two meals
10:01 or more, three meals

- c. The amount to be paid (i.e., breakfast, lunch, dinner) is dependent upon the meal or meals occurring during the period of the charter movement.
- d. On overnight charters, SacRT shall pay the cost of lodging for the employee.

SECTION 6 – With respect to any charter which has exceeded twenty-four hours (24:00), an Operator who has driven less than eight hours (8:00) on the day such charter is completed shall be subject to work assignments to bring the employees pay time for that day to eight hours (8:00), provided however, that such assignment shall not conflict with the terms of this Agreement relating to spread time, overtime, and rest time. All charter work checked out on a certain day must be completed by 3:00 a.m. the following day. If work is not completed by that time, it will be construed as a two-day assignment.

SECTION 7 – The first eight hours (8:00) of driving time in any one day shall be at the straight time hourly rate of pay. All driving in any one day in excess of eight hours (8:00) shall be at the overtime rate.

SECTION 8 – Operators working charters on holidays shall be paid at the overtime rate.

ARTICLE 63: TOUR BOARD

SECTION 1 – For lectured sight-seeing tours, including pick-up and drop-off, if integrated with tour assignment, a Tour Board shall be created using the same procedures as now in effect for Charter Board. The Tour Board shall have positions for seven Operators. Any Operator on the Extra Board may bid regardless of days off. The Tour Board will be posted at each general sign-up. Operators desiring the Tour Board must first bid the Extra Board and may also bid the Charter Board. If an Operator comes up for both a tour and a charter on the same day, the tour assignment shall supersede the charter assignment and the Operator will not be picked up on the Charter Board.

SECTION 2 – SacRT reserves the right to exclude any Operator from the Tour Board for just cause. Any Operator excluded may have the employees case reviewed by SacRT and the UNION.

SECTION 3 – If no tour Operator is available, SacRT may substitute a salaried person to deliver the lecture only, with an Operator driving the bus. If a tour Operator can be made available, the Operator will relieve the salaried person and other Operator at the earliest practical time.

SECTION 4 – Tour Board Operators on report or working their day off will be given preference for tour work in accordance with the same rules now applicable to Charter Board Operators. Tour Board Operators will not be called in ahead of other Operators with higher seniority for day-off work.

SECTION 5 – There will be two levels of training for Operators bidding the Tour Board: Original training which will be conducted in accordance with the rules now in effect for the safety classes; retraining will be for the purpose of brushing up on, or changing, the tour material. Retraining may be assigned as work time in conjunction with other work.

SECTION 6 – Cash fares will not be collected on tour buses. Drivers will collect and be responsible for the safekeeping of tickets while on duty. At the end of the employees assignment, the Operator shall place the tickets in a receptacle or place on board the coach as designated by SacRT, thus ending the Operator's responsibility for the tickets. There will be no payment of turn-in time in connection with the handling of these tickets.

SECTION 7 – Drivers will be given a supply of buttons for pinning on the clothing of each passenger to aid in keeping the tour members together. Surplus buttons may be left on the coach the same as tickets in Section 6, above.

SECTION 8 – When Operators are instructed by SacRT to deliver a lecture, they shall be paid an additional fifty cents (\$0.50) per hour. When the pickup and drop-off route is integrated with the tour, payment of the additional fifty cents (\$0.50) per hour shall apply to the pick-up and drop-off portions of the tour. When pick-up and drop-off routes are separate from the tour, and the Operator has not been instructed by SacRT to give a lecture, the fifty cents (\$0.50) per hour shall not apply. When a coach pulls out to, or changes over to a tour assignment, the additional fifty cents (\$0.50) per hour ceases. All overtime provisions shall apply to the additional fifty cents (\$0.50) per hour for lectured tours, but only when the Operator actually performing tour duties at the time overtime is applicable.

SECTION 9 – Fifty cents (\$0.50) will apply to tour assignments only, not to other work performed. Applies even if cancelled. There is no minimum guarantee as to length of tour except as covered in Labor Agreement for assignments generally.

SECTION 10 – Tour Operators cannot be switched to report in case tour is cancelled.

SECTION 11 – Day-off work -- same as Charter Board Rules (Article 62, Section 1.d).

SECTION 12 – Tour assignments can be split and/or combined with other work. The combined time in a tour and any other work assigned cannot be out of the Operator's rotation on the Extra Board. If a tour assignment is the only assignment, it can be out of rotation. (Same rule as Charter Board.) If two or more tour board Operators are available

and both the AM and PM tours are to be assigned, they must be split. When a tour is ordered as an all-day tour, the tour shall not be split.

ARTICLE 64: PART-TIME OPERATORS

SECTION 1 – Part-time Operators shall be covered under the sections of this Agreement dealing with the probationary period, UNION membership, UNION representation, grievance procedure, arbitration, disciplinary procedure, long-term illness/injury, and jury duty as specified in Section 2.c., below.

SECTION 2 –

- a. The maximum number of part-time Operators shall be five (5).
- b. Part time Operators shall not be eligible to promote to full - time Operator positions until all other full time Operators at other divisions haven been provided the opportunity to promote.
- c. Part-time Operators shall be subject to the jury duty provisions of Article 38, except that he or she shall be paid the difference between the wages he or she would have received for the employees regularly assigned hours and any sum or sums received as a juror.
- d. Part-time Operators in training shall not be counted as part of the allowable number of part-time Operators until such time as they have completed their training. The purpose of this provision is to allow SacRT to train a number of Operators necessary to adequately fill anticipated vacancies created by movement of part-timers to full-time service. It is not the intent of SacRT to train a standing, ready-reserve of Operators.
- e. Part-time Operators shall be subject to the provisions of the Long-Term Illness/Injury provision as set forth in Article 37.

SECTION 3 – Part-time Operators shall not be assigned to work more than seventy – five hours per month.

SECTION 4 – Part-time Operators shall not be eligible for paid leave or other fringe benefits applicable to full-time Operators, except as specifically provided herein.

SECTION 5 – Part-time Operators shall accrue seniority for purposes of run selection, layoff, recall and eligibility for full-time employment. The selection of runs shall be held in conjunction with full-time Operators, with the specific date and sign-up time determined by SacRT excluding Saturdays, Sundays, and holidays. All seniority will be calculated on original date of hire.

SECTION 6 – Part-time Operators shall be paid at the same hourly wage rates as full-time Operators, subject to the hiring progression and cost-of-living escalation. For

purposes of applying the hiring progression to part-time Operators, 173.3 hours worked shall be credited as one (1) month. A part-time Operator who is promoted to a full-time Operator shall carry the employees current progression level into the full-time position.

SECTION 7 – Part-time Operators shall be paid for all time during which they are required by SacRT to perform any duties. Part-time Operators shall not be eligible for time or pay guarantees except the Operator shall be guaranteed the employees assignment pay if he or she reports for work unless the Operator has been notified at least twelve hours (12:00) prior to the start of the employees assignment that the work has been cancelled.

SECTION 8 – No full-time Operators will be laid off while part-time Operators are employed. No full-time Operator shall lose any opportunity to work overtime as a result of the work of part-time Operators. There shall be no reduction of Saturday, Sunday, Monday or holiday overtime work as a result of SacRT employing part-time Operators

SECTION 9 – Part-time Operators shall be used exclusively for the purpose of covering service on Saturdays, Sundays and Mondays. They shall not be used for protecting the board. However, a part-time Operator reporting late (a missout) may still be required to work their assignment if there is no one available from the Extra Board.

SECTION 10 –

- a. Part-time Operators shall be eligible for the standard uniform allowance provided for in Article 34.
- b. Part-time Operator vacation entitlement is set forth in Article 19, Section 12.
- c. Bus passes for Part-Time Operators and their dependents as per Article 16 of the Contract.
- d. Part- time Operators shall be reimbursed for the cost incurred for renewing their basic licensing and Verification for Transit Training (VTT) certificate. Increase in cost due to traffic citations on or off the job will not be paid by SacRT. For purposes of applying this provision, reimbursement is not applicable to the initial cost of acquiring the necessary license to be training upon being hired.
- e. SacRT may employ retired full-time Operators, as part – time Operators however it shall ensure that any retired full-time Operators work no more than 960 hours per year as part-time Operators.

ARTICLE 65: HANDICAPPED SERVICE

SECTION 1 – Operators assigned to drive the runs utilizing vehicles with handicapped apparatus or vehicles substituted therefore, shall be responsible for the operation of the vehicle, including all special equipment thereon and shall take all procedural steps

necessary to accomplish curb-to-curb pick-up and delivery. (A partial list is outlined below):

- a. All drivers shall be required to pick up their daily trip log and keys from the Dispatcher's office upon commencing work.
- b. Operators shall keep a daily trip log, filling in the beginning and ending mileage each day.
- c. Assist patrons to board bus (including pushing, pulling, or maneuvering of wheelchairs on and off the loading ramp).

Operators will not be required to do any lifting.

- d. Secure the wheelchair on the ramp; i.e., set brakes, etc.
- e. Assist patrons off of ramp to a secure location in the bus. This is to include maneuvering of wheelchair into position.
- f. Make sure all non-wheelchair patrons are seated before proceeding.
- g. In unloading said patrons, all steps in procedure above should be reversed.
- h. Activate lift apparatus controls to convert the stairs to a boarding ramp.
- i. Lower the ramp to street level or surface person is boarding from.
- j. If wheelchair involved, fasten or assist in fastening safety belt(s) or other securing devices.
- k. Place fare in fare box for riders unable to do so.
- l. It is agreed that only trained Operators shall be assigned to charters of handicapped equipment or operated per Subsection (p).
- m. For that part of the services to the handicapped other than the normal bus driving duties, the driver shall be held harmless in all respects including, but not limited to: traffic citations, legal action of any nature, accident responsibility, including but not limited to, accident grading, personnel records, and discipline except in cases of willful or gross negligence.
- n. The service provided will be curb-to-curb (including driveway-to-driveway); i.e., passengers will be picked up or left off at such places as determined by RT, including bus stop.
- o. Driver will operate radios on buses for the handicapped in a manner pertaining to that service or emergency. Any other use of these radios will be by mutual agreement between the UNION and SacRT. (Note: This provision becomes ineffective when fleet is equipped with radios.)

- p. The work assignments for services for handicapped persons will be constructed per the existing "S.C." run provisions. Operation of the "S.C." runs or charters for this service will follow the rules of the Charter Board or Tour Board for coverage for sick and day off work.
- q. In addition to the number of Operators necessary to provide services for handicapped persons, Extra Board Operators desiring handicapped service may receive the classroom instruction for services to the handicapped. The Extra Board Operators will be used to back up regular Operators who drive the buses designed for handicapped persons.
- r. SacRT shall provide two days training for the Operators of vehicles for handicapped persons. The training shall include, but is not limited to, operation of the radio equipment, the lift, and the vehicles for handicapped persons. The class size shall be limited to six (6) people, plus an instructor.
- s. Selecting handicapped service will be on a bidding basis only.

ARTICLE 66: TRAINEES

SECTION 1 – Trainees shall be paid:

- a. Time and one-half (1 ½) over eight hours (8:00).
- b. Spread time premiums.
- c. Time and one-half (1 ½) for all work on the 6th and 7th day in any calendar week. (Days off, not necessarily consecutive, shall be assigned by SacRT.)

SECTION 2 – Trainees shall not have:

- a. Holiday benefits.
- b. Minimum guaranteed hours of pay.

SECTION 3 – A combination of days worked as a trainee and days worked as an Operator in the same calendar week shall result in paying day-off overtime (see Section 1c above).

ARTICLE 67: OPERATOR WAGES

Operator employee compensation shall be established each year in accordance with the following provisions:

SECTION 1 – Hourly Wage Rate Adjustments:

Operator Wages	Date	Top Operator Rate
2022 = \$32.03		
Contract Rate:	1/1/2023	\$34.32
	1/1/2024	\$35.70
	1/1/2025	\$37.13
	1/1/2026	\$38.80

Wages adjusted pursuant to following agreement:

- 1/1/2023 Early Signing Bonus 3%
- 1/1/2023 General Wage Increase 4%
- 1/1/2024 General Wage Increase 4%
- 1/1/2025 General Wage Increase 4%
- 1/1/2026 General Wage Increase 4.5%

- a. All Operators shall be paid pursuant to the following wage progression schedule:

Wage Progression:

<u>Length of Employment</u>	<u>% of Top Op Rate</u>	<u>% of Top</u>			
		<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>
1 st 12 months	70.0%	24.03	24.99	26.00	27.16
2 nd 12 months	80.0%	27.46	28.56	29.71	31.04
3 rd 12 months	90.0%	30.89	32.13	33.42	34.92
Thereafter	100.0%	34.32	35.70	37.13	38.80

- b. The correct wage rate is calculated as a percentage of the top operator rate pursuant to the applicable schedule above. Wage progression rate calculations shall be rounded to the nearest highest whole cent.

SECTION 2 – SacRT will pay the cost of the pension plan under Pension Agreement effective July 1, 2010, as amended.

COST-OF-LIVING

NEGOTIATOR'S NOTE: As a result of negotiations the cost-of-living provisions of Article 67, (Sections 4, 5, 6, and 7), are agreed to as being inoperative during the life of this Agreement and shall remain in the Agreement and inoperative until either reactivated or deleted by the parties through the collective bargaining process.

SECTION 3 – In addition to the basic hourly wages rates of pay specified in this Agreement, all employees covered by the Agreement shall be paid a cost-of-living allowance, to be determined and re-determined on the basis of changes in the New Series, All Items Consumers Price Index, United States City Average for Urban Wage Earners and Clerical Workers, Major Group, Sub-Group and Special Group Indexes

(1967=100) Base published by the Bureau of Labor Statistics, United States Department of Labor. Effective January 1, 1985, the Index for October, 1983 shall be the Base Index.

SECTION 4 – Effective January 1, 1985 the cost-of-living adjustment, if any, shall be in the amount of one cent (.14) per hour for each three-tenths of one point (0.3) increase or decrease over the Index for the month of October, 1983 Base.

SECTION 5 – The cost-of-living adjustments shall be added to and become part of the hourly wage rates of pay as set forth in this Agreement and used in the computation of straight time, overtime, spread time premiums and all other allowances. However, the adjustments shall not be considered as being “frozen” into the basic contract wage rates. This cost-of-living provision shall be applied to increase or reduce rates, but in no event shall it operate to reduce the wage rates below the basic hourly wage rates specified in the Agreement.

SECTION 6 – For the cost-of-living adjustment, the Base Index is October 1983 (301.3) and will stay in existence through the life of this Agreement. The initial payment will be on January 1, 1985, and continue quarterly throughout the final payment on January 1, 1987:

January 1, 1985	January 1, 1986	January 1, 1987
April 1, 1985	April 1, 1986	
July 1, 1985	July 1, 1986	
October 1, 1985	October 1, 1986	

Example of application: The cost-of-living adjustment to become effective January 1, 1985, shall be computed by using the period October 1983, through November 1984, the Index (November) for which is released the latter part of December. Thus, the adjustment therefrom takes place effective January 1, 1985.

SECTION 7 – The maximum cost-of-living allowance for the January 1, 1985 payment shall not exceed two percent (2%) of the top wage rate in effect on March 1, 1984, thereafter the maximum cost-of-living allowance for any one quarter shall not exceed one percent (1%) of the wage rate, including cost-of-living adjustment, in effect on March 1 of each applicable year.

Quarterly increases in the CPI which exceed the one percent (1%) cap may be carried over for use in subsequent quarters so long as any excess in each of the last three quarters (April, July, October) does not cause an adjustment exceeding the one percent (1%) cap and the adjustment in the fourth quarter (January) does not cause an excess in the annual COLA cap of 5%.

ARTICLE 68: MEAL AND REST BREAKS

SECTION 1 – It is the intent of SacRT to fully provide meal and rest breaks for Operators pursuant to Industrial Welfare Order 9-2001, as amended. The parties are committed to implementing applicable provisions within the spirit and intent for which it was promulgated, in accordance with the terms set forth herein.

SECTION 2 – A minimum of 50 minutes of break time will be added to each scheduled run. The time will be for the purpose of affording Operators' time for meal and rest breaks during which he or she will be free of other activities related to providing service.

SECTION 3 – Break times will be a minimum of 10 minutes in length and may, on occasion, overlap with regularly scheduled layover or recovery time. Straight runs operating 5 hours or longer will be afforded 50 minutes of aggregated break time and be scheduled to occur at intervals throughout the daily run.

SECTION 4 – For any run on which an Operator is unable to get all or part of the employees intended break time, he or she must complete a prescribed form and turn it in to SacRT. The information provided must be of sufficient detail to facilitate an investigation of the nature and circumstances of the service disruption and/or schedule delay. When the Operator does not receive the intended break referenced in Section 3 they will receive payment in the amount of 1 hour's pay, at the employees straight time hourly rate, for each day until the schedule problem is corrected. The conditions upon which such payment(s) will be made are determined by the terms herein.

SECTION 5 – The Union and Management will appoint 2 individuals each to serve as standing members of a Schedule Review Committee. An additional person will be appointed by each party to serve as an alternate in the event one of the standing committee representatives is unable to attend. The committee will be delegated the responsibility of reviewing and resolving running time adequacy with respect to meeting the prescribed break time requirements. The committee will meet every two weeks, unless otherwise mutually agreed by the UNION and SacRT. The committee will review individual claims filed by Operators and investigate as necessary to determine whether or not the claim is valid. If a majority of the committee finds that an Operator has not received the employees proper break time, he or she will be paid pursuant to the terms of this Article. Any payment shall be retroactive to the first day the Operator notifies SacRT they did not receive a break. The Schedule Review Committee will be responsible for:

- a. Reviewing any report of inadequate breaks and the specific run(s) involved and determining whether the report is accurate.
- b. Determining whether the reporting Operator has responsibly performed the employees duties and responsibilities within acceptable scheduled run time limits.
- c. Receiving recommendations from Operators and Management to adjust schedule/run time whenever necessary to comply with the provisions of rest breaks.
- d. Reviewing any other issues related to achieving compliance.

SECTION 6 – Payment shall be made to the affected Operator(s) each day until sufficient adjustment has been implemented. Operators not receiving proper break time shall file a claim on the prescribed form which will be reviewed by the committee and used to make schedule changes.

SECTION 7 – Should an issue arise that the committee is unable to resolve regarding this provision, that issue will be submitted to final and binding arbitration pursuant to the Expedited Arbitration procedure set forth in Article 8 of this labor agreement except that, notwithstanding Article 8, Section 2a, either party may elect to be represented by an attorney. The parties agree that Expedited Arbitration and the penalty prescribed herein are the exclusive remedies for such issues arising under the terms of this Article.

ARTICLE 69: COMMUNITY BUS SERVICE

SECTION 1 – The Community Bus Service (CBS) Division has been established to enable Regional Transit to competitively bid and/or operate new work, with the following characteristics:

- a. Service in areas or corridors having limited time points and operational flexibility.
- b. Service in areas to complement and/or feed fixed route bus service and/or light rail.
- c. CBS Division may cross, extend or parallel existing bus and/or light rail service, provided that it does not replace any service being provided by large Buses or Light Rail Vehicles.
- d. Effective January 1, 2006, existing Neighborhood Ride routes will be converted to CBS routes and operated within the new CBS Division. The current Neighborhood Ride routes are set forth in the attached Exhibit 1.
- e. CBS Division Operators will be limited to operating transit vehicles with a seating capacity of no more than 25 passengers and no more than 29 feet in length. Transit vehicles with a seating capacity of more than 25 passengers and more than 29 feet in length will be considered a “large bus” and ineligible for CBS operation. Replica streetcars and other similar specialty vehicles shall be considered “large bus” and not operated out of the CBS Division.
- f. The CBS Division will not operate “trunk-line” service.

SECTION 2 – In establishing the new CBS Operating Division, CBS Operators will be subject to the following terms and conditions of employment:

- a. The CBS Division will have its own Extra Board, seniority and wage progression table.
- b. Benefits provided to CBS Operators will be the same as Regular Transit Operators. All provisions of Sections “A” and “B” of the current Labor Agreement will apply to CBS Operators unless expressly modified by this agreement.

- c. The maximum percentage of CBS Operators will not exceed 12.5% of the total number of Regular Transit Operators.
- d. The maximum percentage of CBS Operators will be increased up to and not to exceed 22.5% of the total number of Regular Transit Operators if and when Regional Transit bids and operates work that includes curb-to-curb, dial-a-ride, services for elderly, handicapped and other demand responsive services.
- e. If Regional Transit significantly expands the operation of curb-to-curb, dial-a-ride, services for the handicapped and other demand responsive services and/or CBS service in West Sacramento, Davis, Woodland, Roseville, Folsom, Yolo County, or Placer County, the Parties may, through mutual agreement, expand the maximum percentage of CBS Operators.
- f. CBS Operators will accrue seniority within the CBS Division, beginning with their date of hire, for the purposes of bidding work, selecting vacation and floating holiday time off, layoff and recall, and eligibility for moving into Regular Transit Operator positions. A CBS Operator leaving the CBS Division by accepting employment as a Regular Transit Operator or in other departments will begin accruing seniority in that division or department from the effective date of the change in positions. Transferring CBS Operators will be slotted into the regular progression table of the new position based upon their District seniority.
- g. The following hourly wage progression schedule shall be applicable to CBS Operators. Increases to the CBS hourly progression rates will be adjusted annually by the amounts as set forth for the top Regular Transit Operator's rate:

<u>Length of Employment</u>	<u>Percentage of Top Operators Rate</u>
Upon Hire	65%
- h. CBS Operators will be given the first opportunity to be considered for Regular Transit Operator vacancies. When leaving the CBS Division, the Operator's CBS seniority will be frozen for 30 calendar days from the completion of training (training includes in-line training and any training required prior to operating on the employees own). CBS Operators returning to their previous classification in accordance with the terms of this Agreement shall be placed in the employee's proper position on the Seniority List.
- i. There will be no reduction in the number of Regular Transit Operators, including Light Rail Vehicle Operators, as a result of the creation or operation of the CBS Division.
- j. During the start-up of the CBS Division, experienced Neighborhood Ride Operators will conduct the in-line training of new CBS Operators, to the extent that they are available.

- k. In the event of a layoff in the CBS Division, Article 10 (Layoffs), Section 1 shall apply.
- l. Effective the first of the month following approval and ratification of this Agreement, Article 64, Part-Time Operators, will become inoperative until either reactivated or deleted by the parties through the collective bargaining process. Effective the first of the month following approval and ratification of the Labor Agreement, all part time operators, if any, shall be moved to full time status and slotted into the Operator wage progression schedule based on their hours worked as set forth in Article 64, Section 6.
- m. Upon agreement to establish a CBS Division, the parties understand that other provisions of the Labor Agreement must be reviewed and amended as necessary to incorporate the new CBS Operations through mutual agreement.

SECTION 3 – Neighborhood Ride Routes

The following routes are considered “Neighborhood Ride Routes” and will be operated by CBS Division Operators.

Route Numbers: 9, 10, 16, 17, 18, 33, 37, 47, 53 (Elk Grove), 94 and 95 (Citrus Heights).

SECTION 4 – CBS Operator Wage Progression Schedule:

Includes Folsom and Micro Transit Operators.

<u>Length of Employment</u>	<u>% of Top</u>				
	<u>Op Rate</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>
Upon Hire	65.0%	\$22.31	\$23.21	\$24.14	\$25.22

- a. The correct wage rate is calculated as a percentage of the top operator rate pursuant to the applicable schedule above. Wage progression rate calculations shall be rounded to the nearest highest whole cent.

SECTION C – CLERICAL PROVISIONS

ARTICLE 70: CLERICAL TRAINING

SECTION 1 – Clerical employees will be assigned training as SacRT deems necessary. For purposes of computing the appropriate rate of pay, all time spent in training shall be counted as time worked.

ARTICLE 71: SENIORITY PROVISIONS

SECTION 1 – Seniority shall prevail at all times except as set forth in other provisions of this Agreement.

SECTION 2 – Employees taken over by SacRT shall be placed on the seniority list in accordance with their last date of continuous employment with the acquired company. SacRT agrees that it will not take over more employees from an acquired company in excess of the number required to perform the work available after the integration of the service.

SECTION 3 – No employee shall lose the employees seniority rights due to illness or injury.

SECTION 4 – A seniority list of full-time clerical employees shall be separate from a seniority list of part-time clerical employees.

ARTICLE 72: PROBATION

SECTION 1 – All new employees shall be on probation for a period of ninety (90) days from the date of employment, except Technicians whose probationary period is one-hundred and eighty (180) days. Such probationary period shall constitute a trial period during which SacRT is to judge the ability, competency, fitness, and other qualifications of new employees to do the work for which they were employed. All rights, benefits, and privileges, including the application of grievance and arbitration procedure shall be applicable to probationary employees. The judgment of SacRT regarding a probationary employee's qualifications shall not be subject to the grievance and arbitration procedure; however, probationary employee records shall be available to UNION representatives, upon request, for inspection and discussion.

SECTION 2 – The term “qualifications” as used in Section 1 shall mean, but not be limited to, the following: performance, attendance, promptness, ability, competency, fitness, and other skills which are necessary for an employee to fulfill the requirements for which he or she is employed.

SECTION 3 – In order to assure an adequate probationary period, SacRT may extend said probationary period by the amount of any interruptions in work exceeding ten (10) consecutive workdays.

ARTICLE 73: SACRT RECORDS

SECTION 1 – All SacRT records and documents are to remain confidential. Any employee issuing any information without the expressed approval of a management person will be subject to discipline.

ARTICLE 74: CLERICAL EMPLOYEE'S LOUNGE

SECTION 1 – SacRT will provide in clerical employees’ lounge, glass encased bulletin boards with locks and keys, which shall be given to the authorized UNION representatives, which boards may be used by the UNION for posting all notices and literature approved by the UNION. The number and location of such bulletin boards shall be decided by SacRT and the UNION. UNION bulletin boards shall be confined to UNION business.

SECTION 2 – At the time that a new division is opened, a clerical employees’ lounge of adequate size shall be provided and furnished with sufficient tables and chairs.

SECTION 3 – In case of robbery or theft, SacRT shall replace or repair any stolen or damaged property of the employee, providing that:

- a. The employee was on duty at the time of robbery or theft.
- b. A police report is made.
- c. The upper limit for all items stolen or damaged is four hundred dollars (\$400.00) total or the actual value of said items, whichever is less.
- d. Sneak thief robberies and thefts shall not be covered.
- e. It shall be the duty of the employee to use caution and diligence in the protection of the employees personal property. SacRT shall only be responsible for the loss of an employee’s property which was duly cared for

ARTICLE 75: KIOSK AND MONEY BOXES

SECTION 1 – Should a theft occur, employees assigned money boxes will report same to SacRT immediately and fill out police report describing same. An employee will not be responsible for shortages, which result from proven theft or robbery.

SECTION 2 – Shortages that have been verified shall be paid back at a rate not less than one hundred dollars (\$100.00) per month. The amount paid back per pay period shall be mutually agreed upon between SacRT and employee.

SECTION 3 – If shortages are not made up within the time allowances, the full amount will be taken from the employee’s next paycheck(s).

ARTICLE 76: GARMENT REPLACEMENT – CLERICAL

SECTION 1 – SacRT will replace, repair or clean a garment damaged by defective equipment through no fault of the employee. Reasonable depreciation will be deducted from the current market price of clothing replaced.

ARTICLE 77: SICKNESS AND ACCIDENT

SECTION 1 – An employee suffering an industrial illness or injury on duty shall receive pay for the employees full assignment on the day of the injury.

SECTION 2 – Any employee injured on duty as a result of assaults or non-preventable collision accidents with other vehicles while operating a DISTRICT vehicle, shall be entitled to supplemental wage benefits as follows:

- a. Such employees shall be paid eight hours (8:00) time for each scheduled workday lost during the waiting period, until Workers' Compensation Benefit payments begin. After the waiting period, such employees shall receive from SacRT, the difference between the Workers' Compensation Benefit payments and eight hours (8:00) pay for each scheduled workday lost, for the first three months of regularly scheduled days of absence. Such supplemental benefits shall not be charged against the employee's sick leave accumulation.

SECTION 3 – Employees off work due to an industrial illness or injury other than as defined in Section 2 above, may draw from their sick leave accumulation an amount to bring the employees compensation for each regularly scheduled workday of absence to eight hours (8:00).

- a. Employees are eligible to begin using their accumulated sick leave beginning with the first workday of absence, following the date of the illness or injury, provided the provisions of Article 18; Paid Sick Pay, have been met. The sick leave use shall end when either the employee has returned to work or the sick leave accumulation has been exhausted. When using sick leave in conjunction with receiving workers' compensation benefit payments, the total daily amount of integrated compensation shall not exceed eight hours (8:00) pay at the employee's straight time hourly rate.
- b. It is understood that, with the exception of sick leave, other forms of accumulated time off such as vacation and floating holidays shall not be used during a period of absence due to industrial illness or accident unless previously bid.

SECTION 4 – Upon returning to employment, employees shall be paid for all work time lost due to attending medical appointments or receiving post-medical treatment as a result of the industrial illness or injury.

SECTION 5 – Any clerical employee reporting from sick leave shall notify SacRT the day before returning to duty.

SECTION 6 – When requested by SacRT, any employee returning from sick leave in excess of two (2) days shall, at the time of such return, present written evidence from a physician of the employees physical fitness. The foregoing shall apply to a sick absence of two (2) days or less where SacRT can show probable abuse.

SECTION 7 – When an employee has knowledge that he or she will not be able to report for work, he or she shall notify SacRT immediately.

SECTION 8 – When an employee reports sick less than the prescribed time in Section 9 below, he or she shall be subject to a late.

SECTION 9 – Sick calls must be received by the immediate Supervisor, or Dispatcher if Supervisor is not available. Time requirements are as follows:

- a. Shifts starting at or before 7:00 a.m. - fifteen minutes (:15) before starting time.
- b. Shifts starting after 7:00 a.m. -- thirty minutes (:30) before starting time.

ARTICLE 78: SPECIAL PROVISIONS

SECTION 1 – Rest Period:

Each clerical employee working an eight hour (8:00) shift shall be allowed two (2) paid rest periods of fifteen minutes (:15) each, one in the first half of the shift and one in the second half of the shift. The Supervisor in charge is to determine when the break is taken.

- a. Rest periods for shifts of less than eight hours (8:00) shall be as follows:
 1. Shifts of four hours (4:00) to four hours and fifty-nine minutes (4:59) shall have one (1) fifteen minute (:15) break.
 2. Shifts of five hours (5:00) to five hours and fifty-nine minutes (5:59) shall have two (2) fifteen minute (:15) breaks.
 3. Shifts of six hours (6:00) to seven hours and fifty-nine minutes (7:59) shall have one (1) fifteen minute (:15) break and one (1) thirty minute (:30) lunch break.

SECTION 2 – Time Off With Pay:

SacRT shall allow all clerical employees covered by this Section, one-half ($\frac{1}{2}$) day off work without the loss of pay on either the day before Christmas or the day before New Year's. SacRT will determine the number of employees off on either day. Selection of the one-half ($\frac{1}{2}$) day off shall be made at the sign-ups as per Article 40, Section 2.b. (Customer Service Department sign-up is effective the first Sunday in September, all others are the first week of October). In the event that less than one-third ($\frac{1}{3}$) of the employees select half-days other than the half-day before Christmas or the half-day before New Year's, SacRT may require up to one-third ($\frac{1}{3}$) of the clerical employees to take one-half ($\frac{1}{2}$) day off on the day before Thanksgiving, or another half-day in lieu thereof. Selection of the half-day shall be by seniority within the department.

SECTION 3 – Full-time shifts starting on or before 6:00 a.m. or starting on or after 12:00 noon will have a thirty minute (:30) paid lunch break.

SECTION 4 – Job Description:

Current job descriptions and duties assigned thereunder shall remain in effect for the life of this Agreement. In the event a new clerical position is established, SacRT shall furnish the UNION with a copy of the written job description and promptly meet to negotiate the rate of pay for such new position.

SECTION 5 – All clerical employees, with the exception of part-time employees, shall be given two (2) consecutive days off each week.

SECTION 6 – Assignment of Overtime Work:

- a. Day-off work will be determined on a seniority basis, going from highest to lowest for volunteers, and on rotation basis from lowest seniority to highest for mandatory overtime. Customer Service Department personnel desiring overtime work shall sign a day-off work list at each sign-up. Calls for voluntary overtime will be made from said list. The Customer Service Supervisors will supply the ATU with a list of day-off calls made for each occurrence.
- b. Overtime worked at the end of a shift shall be offered first, to the employee performing the job in which overtime is needed and secondly, in seniority order to the employee within the department, whose shift and classification are in accordance with the overtime need. Overtime work necessary at the beginning of a shift will be offered in DISTRICT seniority order to the entire department.
- c. Any individual reporting in for day-off work will be guaranteed a minimum of four hours (4:00) at the contractual overtime rate of pay.
- d. Customer Service Department overtime known at the time the weekly schedules are posted shall be signed for by Thursday at 5:00 p.m.

SECTION 7 – Shift Change – Flex Schedule

- a. Employees may exchange their bid shifts, provided there is agreement between the employees and their supervisor. An exchange between two employees shall be limited to one shift per request and is intended to be used to accommodate need for time off for personal reasons, which might exceed a few hours as could be handled through flex scheduling.
- b. Employees may request to “flex” their work hours on a workday in order to meet a personal need such as scheduled appointments. Employees may start their work earlier, finish later or make up lost hours in another day within the pay period. Made-up hours will not be paid at the overtime rate. Requests must be made in advance to allow for staffing adjustments if necessary and must be approved by supervision.

SECTION 8 – Alternative Work Schedules – The following shall apply to employees on alternative work schedules:

- a. Basic Shifts and Days Off – An employee’s workweek shall consist of 7 consecutive days during which the employees workdays will fall. Employees will receive 2 consecutive days off during each workweek. Requests for 3 consecutive days off for employees working the 9-8-80 schedule will be reviewed and accommodated where scheduling can be made. Such decision rests with the department manager.
- b. Lunches and Breaks – Clerks shall receive a 30-minute lunch break regularly occurring as near the middle of the workday as practicable. A 15-minute paid break will be provided as near the middle of each half shift as practicable.
- c. Overtime – Employees will be paid at the rate of time and one-half for hours worked over the regular hours of their respective alternative work schedule (8, 9 or 10 hours) or 40 hours in their work week.
- d. Holiday Pay – Holiday pay will be paid on the basis of eight hours. Employees may use accrued vacation hours added to their 8 hours of holiday pay to bring their compensation for the holiday to the amount equal to that which would have been earned had they worked that day as a regularly scheduled workday.
- e. Vacation – Vacation time is accrued and paid on an hourly basis at the rate equal to a full day’s pay under the schedule being worked.
- f. Sick Leave – Sick leave time is accrued and paid on an hourly basis at the rate equal to a full day’s pay under the schedule being worked.
- g. Shift Selection – In the event not every request for an alternative work schedule can be accommodated, a partial schedule may be posted for bid by affected employees. Award of the new shift work schedule shall be based upon seniority.

SECTION 9 – Supervisor Assistance with Calls in the Call Center

- a. When the wait-time for responding to calls in the Call Center has increased to the point where SacRT deems it necessary to provide additional staff support, the following steps may be taken: 1) call in employees who are available for Overtime; 2) shift the CSR-3, to the Call Center; and 3) reassign staff, to the extent possible, from Sales, to the Call Center.
- b. Once these steps have been taken and the Call Center has at least 1/3 of its staff absent due to vacation, floating holiday, sick leave and/or AWOL, and the wait time has risen to 5 minutes or more, as calculated by the ‘Cisco’ phone system (or its future replacement), SacRT may staff the phones with supervisors until the wait time for answering the phones returns to less than 5 minutes.

ARTICLE 79: SYSTEM/DIVISION SIGN-UP

SECTION 1 – System Sign-up:

- a. Upon the initial opening of a new division, employees shall be listed on a SacRT-wide seniority list. All employees shall have an opportunity to bid into allotted openings within their classification based upon their SacRT seniority standing. New employees hired shall be placed into a division by SacRT.
- b. A system sign-up embracing clerical employees shall be held once each year, at which time said employees will select their division for the following year.
- c. The annual effective date of the sign-up shall be the first Sunday in January. By mutual agreement, the effective date for the system sign-up may be either advanced or postponed, as the parties may deem advisable in light of the then existing circumstances. All system sign-ups are to be held at 1400 - 29th Street, Sacramento, California.

SECTION 2 – Division Sign-up:

Division sign-ups for the purpose of selection of shifts, days off, vacation, and floating holidays, shall be held during the year with the first quarterly sign-up being effective on the same date as the system sign-up and continuing thereafter.

SECTION 3 – General sign-ups announcing sign-up dates and shifts available to bid shall be posted no less than fourteen (14) days prior to the sign-up date.

SECTION 4 – Selection of shifts shall commence no later than twelve (12) days prior to the date a selection becomes effective. All bidding shall be completed within two (2) days.

SECTION 5 – Notice of the sign-up shall be given to employees on leave or vacation at their most recent address on the files of SacRT. Such notice shall be sent fifteen (15) days prior to the start of the sign-up.

SECTION 6 – Employees may leave a proxy bid with the appropriate supervisor and SacRT will select a shift for the employee concerned, according to the choice indicated on the proxy. The order of the employee's choice shall be designated in numerical order. If the shifts specified in the proxy are not available and the employee cannot be contacted, a shift will be selected by SacRT. Shifts so selected shall conform as near as possible to the hours of work and days off indicated as the employees choice in the proxy.

SECTION 7 – If an employee is not available when it is their turn to sign-up (assuming the employee is not working) and has not left a proxy bid, the employee will be passed and bidding shall continue with the next employee in seniority order. The employee passed may later bid at anytime before the sign-up is completed.

SECTION 8 – Customer Service Department Representatives, who have “hold-down” shifts i.e., Front desk, P.S.C., backups (working with cash boxes) shall notify supervisors twenty-one (21) days prior to the sign-up's effective date, if they are bidding off those shifts.

SECTION 9 – Employees in the Customer Service Department who work different shifts shall be given an opportunity each three (3) months to select shifts established by SacRT, on a qualification and seniority basis.

SECTION 10 – Sign-ups for Customer Service Representatives to take effect on the first Sunday in January, the first Sunday in April, the first Sunday in June, and the first Sunday in September. A copy of the sign-up package will be sent to the UNION. A UNION representative may be present during sign-up, but at no cost to SacRT.

SECTION 11 – It is SacRT's prerogative to establish shifts and days off. Shifts and days off shall be bid in seniority order. Each employee shall work a shift bid.

SECTION 12 – If a full-time shift is vacated between sign-ups, SacRT shall post for bid for a period of three (3) days that shift, which has been vacated. If after bidding, no employee desires the vacated shift, SacRT shall assign the shift in reverse seniority order, unless the lowest seniority person assigned has a similar shift, then the next person in reverse seniority order will be assigned to the vacated shift, etc.

SECTION 13 –

- a. Customer Service Department personnel desiring to work out-of-office work shall sign, in seniority order, an Out-of-Office Work List. This shall be in accordance with the sign-up procedure established per Section 10 above. Assignments of shift shall be made from said list on a continuing rotation. In the event the list of full-time personnel is exhausted and the shift remains unfilled, it will be offered in seniority order to the part-time employee who has signed the list. If a shift is refused by an employee, it will be offered to the next most senior person on the list. The employee refusing the shift shall be passed until their next turn in rotation. If an employee is on vacation, holiday, sick leave or is unavailable due to a shortage of personnel to work with cash boxes, he or she will be passed over until the employees next turn in the rotation. Each shift of work, regardless of the time involved, shall be considered a separate piece of work.
- b. If the shift remains unfilled after exhausting the above two lists, the shift may be filled by assignment on a mandatory basis, in inverse seniority order, without regard to rotation, using the Part-Time – Out-of-Office Work List first, and then proceeding to use the Full-Time – Out-of-Office Work List.

ARTICLE 80: JOB BIDDING

SECTION 1 – Employees shall be allowed to bid by seniority and assigned for a period not to exceed thirty (30) days to try out in a higher classification to qualify in a new or promotional position within the bargaining unit. Provided, however, that such thirty (30) day period may be extended by mutual consent of SacRT and the UNION.

SECTION 2 – Employees who do not qualify for such positions will be returned to their vacated position. Shift assignment shall be based on availability as determined by SacRT, except that days off are the same as before the change.

SECTION 3 – Any vacancies due to resignation or termination may be filled temporarily at the discretion of SacRT. If the vacancy is to be filled from within the bargaining unit, the vacancy will be offered to a qualified employee in seniority order and awarded to the qualified employee in the department with the most seniority. If the vacancy is to be filled from within the bargaining unit and no qualified employees bid on the vacancy in accordance with the above procedure, the position will be filled by the qualified employee in the department with the least seniority.

SECTION 4 – Work assignments due to vacations shall not be considered a new or vacant job. All new or vacated positions shall be posted on bulletin boards in all units simultaneously for a period of three (3) working days, and bids will be closed after three (3) working days of posting.

SECTION 5 – The order of selection will be:

- a. Seniority bidding within the department.
- b. Seniority in the unit in which department is located.

SECTION 6 – No position will be filled from the outside until all bidding processes and thirty (30) day trial periods have been completed.

SECTION 7 – No vacancy may be filled on a temporary basis for a period in excess of thirty (30) days unless mutually agreed upon between the UNION and SacRT.

SECTION 8 – Qualifications are to be determined by SacRT.

SECTION 9 – Clerical employees temporarily assigned to work in higher classifications for thirty minutes (:30) or more are to be paid the rate of the higher classification for all hours worked.

SECTION 10 – In the event of reduction in force or return of an employee from leave of absence or military duty, an employee so affected by the reduction in force may exercise their DISTRICT seniority to displace any employee with less seniority in a position in the bargaining unit that they are qualified to fill as determined by SacRT.

SECTION 11 – When an employee in a higher classification moves to a lower classification for which they are qualified, they shall receive the highest rate of pay in the lower classification to which their accumulated length of service in the higher or comparable classification entitles them.

SECTION 12 – A clerical employee who accepts or holds a temporary job bid shall, upon return to the employees original position, be assigned a shift based on availability as determined by SacRT, except the employees days off will be the same as before the temporary bid. While in the temporary position, the clerical employee shall maintain all

seniority rights in the employees department of origin for bidding and promotional purposes.

ARTICLE 81: PROMOTION AND TRANSFER WITHIN ATU BARGAINING UNIT

SECTION 1 – Any clerical employee who transfers from a clerical department to a non-clerical department shall have the employees seniority within the clerical department which he or she is leaving frozen, and shall establish seniority in the department which he or she has transferred into. Should the employee later be displaced from such department, he or she may return to the department which he or she previously left. Such return shall be allowed providing he or she is qualified, as determined by SacRT to perform the job, and the employee that he or she is displacing has less departmental seniority.

SECTION 2 – Returning Clerks will be returned to their vacated position. Shift assignment shall be based on availability as determined by SacRT, except that their days off will be the same as before the transfer.

ARTICLE 82: PART-TIME AND TEMPORARY EMPLOYEES

SECTION 1 – The number of part-time employees shall be equal to thirty-three and one-third percent (33 1/3%) of the full-time complement of information clerks or six (6), whichever is greater.

SECTION 2 – In case of emergency, part-time employees shall be called before full-time employees.

SECTION 3 – Part-time employees shall accrue seniority for layoff recall and eligibility for full-time employment. Part-time employees who have applied for and been selected for a full-time position shall carry the employees current progression into the full-time position.

SECTION 4 – Part-time employees shall be paid double time on holidays.

SECTION 5 – Part-time employees shall receive time and one-half (1½) after eight hours (8:00) of work.

- a. Part-time employees shall not regularly be assigned to work more than thirty two hours (32:00) per week.

SECTION 6 – SacRT may split part-time employee shifts subject to the following conditions:

- a. That part-time clerical split shifts shall not exceed a twelve hour (12:00) spread on any day.
- b. That any spread work over nine hours (9:00) on any day, shall be paid at the time and one-half (1½) rate of pay.

SECTION 7 – Part-time employees shall receive all step increases based upon one-thousand (1,000) work hours to be equivalent to any six (6) month step progression and two-thousand (2,000) work hours for any twelve (12) month step progression.

SECTION 8 – Health and Welfare

Benefits will be paid as follows:

Part-time clerical employees shall receive a medical insurance allowance not to exceed the Kaiser employee-only medical premium level, for the purpose of providing hospital-medical insurance for the employee. Effective 3/1/97, part-time clerical employees will be eligible for an allowance equal to the amount necessary to provide dependent medical coverage through Kaiser. The employee may apply the allowance amount to any other hospital-medical insurance provider, with any difference being paid by the employee through payroll deduction.

SECTION 9 – Part-time employees will be entitled to one-half (½) of their scheduled work hours off without loss of pay on the day before Thanksgiving, Christmas or New Year's. SacRT will determine the number of employees to be off.

SECTION 10 – Part-time employees and their dependents shall be entitled to passes per Article 16.

SECTION 11 – SacRT may use UNION part-time and Non-UNION temporary employees to complement the work force when necessary, as determined by SacRT. The use of temporary employees shall be limited to two (2) persons at any one time for a period not to exceed ninety (90) days at one time. In the event of extraordinary circumstances, in which the need for additional personnel or time exceed the expressed limitations, upon request by SacRT, the parties shall meet and confer in an attempt to reach agreement on a remedy.

SECTION 12 – Part-time clerical employees shall be subject to the jury duty provisions of Article 38, except that he or she shall be paid the difference between the wages he or she would have received for the employees regularly assigned hours and any sum or sums received as a juror.

SECTION 13 – Part-time employees shall be subject to the provisions of the long-term illness/injury provisions, as set forth in Article 37.

SECTION 14 – Part-time employee vacation entitlement is set forth in Article 19, Section 12.

ARTICLE 83: LATENESS

SECTION 1 – Any employee arriving after the start of the employees shift will be considered late.

SECTION 2 – Any employee not calling SacRT within five hours (5:00) after the start of shift will be considered AWOL (Absent Without Leave) and will be subject to discipline.

SECTION 3 – Employees who arrive late will be docked accordingly. In addition, when an employee is late the fourth (4th) time in any sixty (60) days, he or she shall be subject to further discipline. Any late which has been used as one (1) of a series of four (4) for the purposes of discipline shall not again be used as one (1) of a series of four (4) for the purposes of additional discipline. Only lateness of ten minutes (:10) or more would be considered as any one element of a series.

SECTION 4 – A late shall be excused for good and sufficient reason, provided the employee who is late submits a written request, explaining the circumstances to the Supervisor upon reporting to work following the subject late. Actions taken by the Manager/Director on such requests to be noted on the request and the same placed in the employee's record. SacRT will not arbitrarily refuse such requests without good cause. The late will be excused as regards to disciplinary purposes only.

SECTION 5 – The penalty provisions provided in this Article are not intended as a license to be late within the limits set forth. An employee who is late consistently over a period of months, although he or she does not reach the limits set forth, may be subject to additional progressive discipline, including discharge where appropriate.

ARTICLE 84: TIME CLOCKS

SECTION 1 – In departments or recognized working subgroups therein where six (6) or more employees are regularly scheduled to work, they shall “clock-in” and “clock –out” per per the following instructions:

- a. Each employee will enter their daily in and out times on company designated time clocks and go directly to and from work stations, including breaks and lunch.
- b. Errors in, or failure to enter time in and/or time out may result in disciplinary action.
- c. Employees will “clock – in” on time and go directly to their work stations; otherwise they will be considered late.
- d. Under no circumstances will an employee enter another employee’s time.

SECTION 2 – In departments or recognized working subgroups therein where five (5) or fewer employees are regularly scheduled to work an employee may be required to “clock-in” and “clock-out” in a manner prescribed by department management if the employee develops a tardiness problem

ARTICLE 85: CUSTOMER SERVICE REPRESENTATIVES

SECTION 1 – Customer Service Representatives I and II shall refer all Passenger Service Reports to the Customer Satisfaction Unit. If they or another designated person is not available, Customer Service Representatives will take the caller’s name, telephone number, and any other pertinent information so they may be called back, or transfer the call to another designated person.

SECTION 2 – All employees will use a name when answering telephone calls from the public. An alias of employee’s choice may be used when the supervisor is notified.

ARTICLE 86: CLERICAL WAGES

Clerical employee compensation shall be established each year in accordance with the following provisions:

SECTION 1 – Hourly Wage Rate Adjustments:

Step Increase Rates

Customer Service Representative	A	B	C	D	E	F
	3 Mos.	6 Mos.	1 year	1 Year	1 Year	Thereafter
Effective – January 1, 2023	\$17.94	\$20.39	\$21.37	\$22.40	\$23.51	\$24.65
Effective – January 1, 2024	\$18.66	\$21.21	\$22.23	\$23.30	\$24.45	\$25.64
Effective – January 1, 2025	\$19.40	\$22.05	\$23.12	\$24.24	\$25.43	\$26.67
Effective – January 1, 2026	\$20.28	\$23.05	\$24.16	\$25.33	\$26.57	\$27.87

Clerk – Accounts Payable, Customer Service, Fare Prepayment, Procurement, Reception, Revenue, Treasury	A	B	C	D	E
	3 Mos.	1 Year	1 Year	1 Year	Thereafter
Effective – January 1, 2023	\$21.47	\$22.03	\$23.10	\$24.27	\$25.48
Effective – January 1, 2024	\$22.33	\$22.92	\$24.03	\$25.24	\$26.50
Effective – January 1, 2025	\$23.23	\$23.84	\$25.00	\$26.25	\$27.56
Effective – January 1, 2026	\$24.28	\$24.92	\$26.13	\$27.42	\$28.80

Claims Technician and
Payroll Technician

	6 Mos.	1 Year	1 Year	1 Year	Thereafter
Effective – January 1, 2023	\$24.51	\$25.06	\$26.37	\$27.67	\$29.04
Effective – January 1, 2024	\$25.49	\$26.07	\$27.42	\$28.78	\$30.21
Effective – January 1, 2025	\$26.51	\$27.12	\$28.53	\$29.94	\$31.42
Effective – January 1, 2026	\$27.70	\$28.34	\$29.82	\$31.29	\$32.84

Senior Clerk

	A	B	C	D	E
	6 Mos.	1 Year	1 Year	1 Year	Thereafter
Effective – January 1, 2023	\$24.53	\$25.09	\$26.40	\$27.74	\$29.11
Effective – January 1, 2024	\$25.52	\$26.10	\$27.46	\$28.85	\$30.28
Effective – January 1, 2025	\$26.54	\$27.15	\$28.56	\$30.01	\$31.50
Effective – January 1, 2026	\$27.74	\$28.38	\$29.85	\$31.36	\$32.92

Accounting Technician

	A	B	C	D	E
	6 Mos.	1 Year	1 Year	1 Year	Thereafter
Effective – January 1, 2023	\$27.36	\$28.04	\$29.42	\$30.91	\$32.41
Effective – January 1, 2024	\$28.44	\$29.17	\$30.60	\$32.15	\$33.71
Effective – January 1, 2025	\$29.60	\$30.32	\$31.83	\$33.44	\$35.06
Effective – January 1, 2026	\$30.94	\$31.69	\$33.26	\$34.95	\$36.64

SECTION 2 – Revised Clerical Job Classification Schedule, effective April 1, 2014

1. Customer Service Representative
2. Accounts Payable Clerk
3. Customer Service Clerk
4. Fare Prepayment Clerk
5. Procurement Clerk
6. Reception Clerk

7. Revenue Clerk
8. Treasury Clerk
9. Claims Technician
10. Payroll Technician
11. Senior Clerk
12. Accounting Technician

SECTION 3 – Part-Time Employment:

Part-time employees will advance from one pay step into another based upon the length of time worked in the job, pursuant to the applicable rate adjustment schedule above.

SECTION 4 –

NEGOTIATOR’S NOTE: As a result of negotiations, the cost-of-living provisions of Article 86 (Sections 4 and 5) are agreed to as being inoperative during the life of this Agreement and shall remain in the Agreement and inoperative until either reactivated or deleted through the collective bargaining process.

- 1a. Effective January 1, 1987, and continuing quarterly thereafter until the expiration of the Agreement, all clerical employees on the payroll will be eligible for a cost-of-living allowance, computed and applied as set forth in Section 4, below.

SECTION 5 – In addition to the rates set forth in Section 1, the quarterly C.O.L. shall be applied to the clerical wage rates, substantially the same as Operators. The exception being that the clerical wage rates shall receive the quarterly C.O.L. adjustment based upon the Operators’ adjustment from the base rate.

Example:

1. CPI November 1983	227.60*
2. CPI August 1983	221.50
3. DIFFERENCE (Line 1 minus Line 2)	6.10
4. Cents/Hour Line 3 - 0.34	0.20
5. Operator Top Rate (Base)	11.98/hr.
6. Percent increase due to C.O.L. (Line 4 minus Line 5)	1.70%
7. Clerk II Top Base Rate	8.08/hr.
8. Cents/Hour Increase (nearest cent) (Line 6 times Line 7)	0.14
9. Clerk II New Top Rate (Line 7 plus Line 8)	8.22/hr.

*Example is based upon hypothetical CPI figures, and may differ from actual adjustments

**SECTION D – TRANSIT OFFICER/AMBASSADOR/LEAD AMBASSADOR
PROVISIONS**

ARTICLE 87: SENIORITY PROVISIONS

SECTION 1 – A correct copy of the master seniority list shall be provided to the UNION in January of each year for Transit Officers/Ambassadors/Lead Ambassadors. A correct seniority list shall be posted in the Fare Inspection Office at all times and include in seniority order, those individuals employed in each classification.

SECTION 2 – New employees shall be placed on the appropriate Seniority List in accordance with the date they are placed on the payroll. This date must conform with the date they commence instruction. When two or more trainees are assigned to the payroll on the same date, they shall draw numbers for position on the Seniority List.

SECTION 3 – Seniority shall prevail at all times, except as set forth in other provisions of this Agreement.

SECTION 4 – Employees hired by SacRT due to service contract, merger, acquisition or annexation, shall be placed on their classification Seniority List, in accordance with their last date of continuous employment with the acquired company. SacRT agrees that it will not take over more employees from an acquired company, in excess of the number required to perform the work available after the integration of the service.

SECTION 5 – No employee shall lose the employees seniority rights due to illness or injury.

ARTICLE 88: PROBATION

SECTION 1 – All new Transit Officers/Ambassadors/Lead Ambassadors shall be on probation for a period of hundred eighty (180) days from the date of entry into the position. Such probationary period shall constitute a trial period, during which SacRT is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. All rights, benefits, and privileges, including the application of the grievance and arbitration procedure, shall be applicable to probationary employees. The judgment of SacRT regarding a probationary employee's qualifications shall not be subject to the grievance and arbitration procedure; however, probationary employee records shall be available to UNION representatives, upon request, for inspection and discussion.

SECTION 2 – The term "qualifications" as used in Section 1 shall mean, but not be limited to the following: performance, attendance, promptness, ability, competency, fitness, and other skills which are necessary for an employee to fulfill the requirements for which he or she is employed.

SECTION 3 – In order to assure an adequate probationary period, SacRT may extend said one hundred eighty (180) day period by the amount of any interruptions in work exceeding ten (10) consecutive workdays. Those Transit Officers/Ambassador Lead

Ambassadors who do not meet the qualifications as defined in Sections 1 and 2 above, shall be returned to their department of origin, if any, with no loss of seniority.

ARTICLE 89: PROMOTION AND TRANSFER WITHIN ATU BARGAINING UNIT

SECTION 1 – Any employee who transfers from one department to another shall have the employee’s seniority within the department, which the employee is leaving frozen, and shall establish seniority in the department, which the employee has transferred into. Should that employee later be displaced from such department, they may return into the department, which they previously left. Such return shall be allowed, providing the employee is qualified, as determined by the SacRT to perform the job, and the employee they are replacing has less departmental seniority.

SECTION 2 – The new or recently vacated shift shall be put up for bid within the appropriate classification, with the award going to the most senior bidding employee.

SECTION 3 – Any remaining vacant positions shall be posted for bid by the remainder of the bargaining unit on bulletin boards in all units simultaneously for a period of three (3) working days and bids will be closed after five (5) working days of posting. Award of vacant position shall be determined by the most senior qualified bidder within the ATU Bargaining Unit.

SECTION 4 – No position will be filled from the outside until the bidding process and the one-hundred eighty (180) calendar days probationary period have been completed. No vacancy may be filled on a temporary basis.

SECTION 5 – Qualifications are to be determined by SacRT. Probationary employees shall not be allowed to bid.

SECTION 6 – Transit Officers/Ambassadors/Lead Ambassadors returning to an Operator position will be placed on the appropriate Extra Board and assigned days off by SacRT until the next sign-up.

ARTICLE 90: BULLETIN BOARDS AND EMPLOYEE PROPERTY

SECTION 1 – SacRT will erect in the Fare Inspections Office, glass-encased bulletin boards with locks and keys, which shall be given to the authorized UNION officer, which boards may be used by the UNION for posting all notices and literature approved by the UNION. The number and location of such bulletin boards shall be decided by SacRT and the UNION. UNION bulletin boards shall be confined to UNION business.

SECTION 2 – It is understood that the Transit Officers/Ambassadors/Lead Ambassadors shall have access to the bulletin boards located in the Fare Inspection Office. Should SacRT change the primary reporting location of the employees, the new location shall contain bulletin boards.

SECTION 3 – In case of robbery or theft, SacRT shall replace (reasonable depreciation will be deducted from current market price of clothing replaced) or repair any stolen or damaged property of the employee, providing that:

- a. The employee was on duty at the time of robbery or theft.
- b. A police report is made.
- c. The stolen or damaged items are required in the course of duty, or are items that people normally carry while working.
- d. The upper limit for a watch or watches in total is two hundred dollars (\$200.00) or the current market value of said watches, whichever is less. The upper limits for all items stolen or damaged including a watch or watches are four hundred dollars (\$400.00) total, or the current market value of said items, whichever is less.
- e. It shall be the duty of the employee to use caution and diligence in the protection of the employee's personal property. SacRT shall only be responsible for the loss of an employee's property, which was duly cared for.

ARTICLE 91: SICKNESS AND ACCIDENT

SECTION 1 – An employee suffering an industrial illness or injury on duty shall receive pay for the employees full assignment on the day of the injury.

SECTION 2 – Any employee injured on duty as the result of assaults or non-preventable collision accidents with other vehicles while operating a SacRT vehicle or injured while interacting with a suspected fare evader shall be entitled to Supplemental Wage Benefits as follows:

- a. Such employees shall be paid eight hours (8:00) time for each scheduled workday lost during the waiting period, until workers' compensation benefit payments begin. After the waiting period, such employees shall receive from the SacRT, the difference between the workers' compensation benefit payments and eight hours (8:00) pay for each scheduled workday lost for the first three months of regularly scheduled days of absence. Such supplemental benefits shall not be charged against the employee's sick leave accumulation.

SECTION 3 – Employees off work due to an industrial illness or injury other than as defined in Section (2) above, may draw from their sick leave accumulation an amount to bring the employees compensation for each regularly scheduled workday of absence to eight hours (8:00).

- a. Employees are eligible to begin using their accumulated sick leave beginning with the first workday of absence following the date of the illness or injury, provided they meet the minimum accumulated sick days required based upon

completed years of service for nullifying the contractual waiting day as specified in Article 18, Paid Sick Pay. The sick leave use shall end when either the employee is returned to work or the sick leave accumulation has been exhausted. When using sick leave in conjunction with receiving workers' compensation benefit payments, the total daily amount of integrated compensation shall not exceed eight hours (8:00) pay at the employee's straight time hourly rate.

- b. It is understood that, with the exception of sick leave, other forms of accumulated time off such as vacation and floating holidays shall not be used during a period of absence due to industrial illness or accident, unless previously bid.

SECTION 4 – Upon returning to employment, employees shall be paid for all work time lost due to attending medical appointments or receiving post-medical treatment as a result of the industrial illness or injury.

SECTION 5 – Any employee who will not be able to report for a scheduled shift due to illness or injury shall call the sick line no less than 30 minutes before start of shift.

SECTION 6 – When requested by the SacRT, any employee returning from a sick leave in excess of three (3) days, shall at the time of such return, present written evidence from a physician of the employees physical fitness. The foregoing shall apply to a sick absence of three (3) days or less where the SacRT can show probable abuse.

SECTION 7 – When an employee has knowledge that he or she will not be able to report for work, he or she shall notify the designated supervisor or manager immediately.

SECTION 8 – When an employee reports sick less than thirty minutes (:30) before reporting time, he or she shall be charged with a Missout.

Accumulated sick leave shall be posted at each sign-up.

SECTION 9 – Employees shall be subjected to the same Missout provisions as Operators.

ARTICLE 92: SYSTEM / DIVISION SIGN-UPS

SECTION 1 – System Sign-up:

Upon the initial opening of a new division, employees shall be listed on a SacRT-Wide seniority list. All employees shall have an opportunity to bid into allotted openings within their classification, based upon their SacRT seniority standing. New employees hired shall be placed into a division by SacRT. The sign-up will not be held on Saturday, Sunday or a holiday.

SECTION 2 – Division Sign-up:

Division sign-ups for the purpose of selection of shifts, days off, vacation, and floating holidays, shall be held during the year with the first quarterly sign-up being effective on the same date as the system sign-up and continuing thereafter. The effective dates of division sign-ups will be the first Sunday in January; the first Sunday in April; the first Sunday in June; and the first Sunday in September. The sign-up will not be held on Saturday, Sunday or a holiday.

SECTION 3 – General Sign-ups:

General sign-ups announcing sign-up dates and shifts available to bid shall be posted no less than fourteen (14) days prior to the sign-up date.

SECTION 4 – Selection of Shifts:

Shall commence not later than twelve (12) days prior to the date a selection becomes effective. All bidding shall be completed within two (2) days.

SECTION 5 – Notice of the Sign-up:

Shall be given to employees on leave or vacation at their most recent address on the files of SacRT. Such notice shall be sent fifteen (15) days prior to the start of the sign-up.

SECTION 6 – Employees may leave a proxy bid with the appropriate supervisor and SacRT will select a shift for the employee concerned, according to the choice indicated on the proxy. The order of the employee's choice shall be designated in numerical order. If the shifts specified in the proxy are not available and the employee cannot be contacted, a shift will be selected by SacRT. Shifts so selected shall conform as near as possible to the hours of work and days off indicated as the employee's choice in the proxy.

SECTION 7 – If an employee is not available when it is the employees turn to sign-up (assuming the employee is not working) and has not left a proxy bid, the employee will be passed and bidding shall continue with the next employee in seniority order. The employee passed may later bid at anytime before the sign-up is completed.

SECTION 8 – It is SacRT's prerogative to establish shifts and days off. Each employee shall select the employees days off and shift in seniority order. Each employee shall work a shift bid. Exchange of shifts will not be permitted, except provided there is mutual agreement between the employee wishing to exchange shifts and the employee's Supervisor; flex scheduling or shift exchanges may be permitted. Shift exchanges are limited to one complete shift per occurrence.

SECTION 9 –

- a. A new or recently vacated shift shall be put up for bid within the classification on the first Tuesday following its being created or opened. Employee's in the classification may bid on the new or vacated shift in order of seniority. With respect to a newly created shift, the bidding shall start with the employee who is first in seniority. With respect to a permanently vacated shift, the bidding

shall start with the employee first in seniority below the employee who has vacated the shift. All bids must be submitted by 8:00 a.m. on the Friday after posting, and the successful bidder shall assume the shift on the Sunday immediately following. Shifts relinquished as a result of the bidding will be posted the following week.

- b. When it is known that any regular Transit Officer shift or day-off relief shift will be temporarily open for a period of five (5) or more working days, commencing with the first Sunday that the shift is open, such open shift shall be made available to Extra Board Transit Officers on a seniority basis. The Extra Board Transit Officer taking such a shift shall be considered a regular Transit Officer while holding the shift and shall remain on it until the return of the Transit Officer who temporarily vacated it, or until the next general or emergency sign-up, whichever occurs first. The Extra Board Transit Officer shall begin working the shift on the first Sunday after obtaining same. Upon relinquishing the shift and returning to the Extra Board, he or she shall, on the first Sunday thereafter, assume the days off he or she held prior to taking the temporarily vacated shift.

ARTICLE 93: WORK DAY/WORK WEEK

SECTION 1 – The “workweek” of a full-time employee shall consist of five (5) consecutive workdays, with two (2) consecutive days off in any seven (7) consecutive day period. Shifts must be scheduled such that employees have at least 8 hours of non-work time between shifts.

SECTION 2 – The “workday” of a full-time employee shall normally consist of eight working hours.

SECTION 3 – Employees shall be granted a thirty minute (:30) unpaid lunch period each day of work.

SECTION 4 – Employees shall be granted two (2) fifteen minute (:15) rest breaks during each eight hours (8:00) of work. Such rest breaks shall be during paid time.

SECTION 5 – Nothing in this provision shall be construed as a guarantee of hours of work per day or per week, or the number of days of work per week.

ARTICLE 94: ALTERNATE WORK SCHEDULES

SECTION 1 – Pursuant to the provisions herein, the parties recognize a weekly work schedule for employees other than the customary 5 days a week. Such alternative work schedules are limited to 4-10-40 and 9-8-80. Changing to an alternative work schedule must not be more costly than a regular schedule and adequate shift coverage must be maintained. Approval for an alternative work schedule is the prerogative of SacRT.

SECTION 2 – The 4-10-40 alternative work schedule is comprised of four consecutive 10-hour days, 40 hours per week.

SECTION 3 – The 9-8-80 alternative work schedule is spread over a 2-week period during which 80 hours are worked. During the first week, an employee will work four 9-hour days and one 8-hour day for a total of 44 hours. In the second work week, the employee works four 9-hour days for a total of 36 hours. For pay purposes, the employees workweek ends after 4 hours worked in the fifth day of the first work week so that no more than 40 straight time hours are worked in any one work week.

SECTION 4 – All provisions of the Collective Bargaining Agreement shall apply to employees working an alternative work schedule. However, it is understood that certain express provisions of the labor agreement must be applied differently. It is the intent of the parties not to advantage or disadvantage one employee over another in the application of the terms and conditions of this agreement based upon the work schedule he or she may be working.

SECTION 5 – An employee interested in working an alternative work schedule must submit a written request to the employee's supervisor or department manager. The request must contain the proposed work schedule and how the employee(s) would cover the existing work. The request must include sufficient detail to demonstrate that operational needs will be met. Approval or denial of the request is at the discretion of the department manager. SacRT may implement an alternative work schedule by serving written notice to the affected employee(s) thirty (30) days in advance of the effective date. SacRT or Union may cancel an approved alternative work schedule by sending written notice to the other. The notice must specify the employees affected by the cancellation. The change will go into effect as soon as practicable but no later than the end of thirty (30) calendar days unless mutually agreed upon. In such event, employees will be returned to the shift, hours and days off which would have been in effect had the change to an alternative work schedule not taken place.

SECTION 6 – The following shall apply to employees on alternative work schedules:

- a. Basic Shifts and Days Off – An employee's workweek shall consist of seven (7) consecutive days during which the employees workdays will fall. Employees will receive two (2) consecutive days off during each workweek. Requests for three (3) consecutive days off for employees working the 9-8-80 schedule will be reviewed and accommodated where scheduling can be made. Such decision rests with the department manager.
- b. Lunches and Breaks – Employees shall receive a thirty (30) minute lunch break regularly occurring as near the middle of the workday as practicable. A fifteen (15) minute paid break will be provided as near the middle of each half shift as practicable.
- c. Overtime – Employees will be paid at the rate of time and one-half for hours worked over the regular hours of their respective alternative work schedule (8, 9 or 10 hours) or 40 hours in their work week.

- d. Holiday Pay – Holiday pay will be paid on the basis of eight hours. Employees may use accrued vacation hours added to their 8 hours of holiday pay to bring their compensation for the holiday to the amount equal to that which would have been earned had they worked that day as a regularly scheduled workday.
- e. Vacation – Vacation time is accrued and paid on an hourly basis at the rate equal to a full day's pay under the schedule being worked.
- f. Sick Leave – Sick leave time is accrued and paid on an hourly basis at the rate equal to a full days pay under the schedule being worked.
- g. Shift Selection – In the event not every request for an alternative work schedule can be accommodated, a partial schedule may be posted for bid by affected employees. Award of the new shift work schedule shall be based upon seniority.

SECTION 7 – Other provisions of the labor agreement affected by the implementation of an alternative work schedule not addressed above are to be interpreted and applied consistent with the parties' intent not to advantage or disadvantage employees as the result of the new schedules.

ARTICLE 95: TIME ALLOWANCES

SECTION 1 – Call-Back Pay:

An employee called back to work then having left work for the day shall receive a minimum of two hours (2:00) pay, or pay for actual hours worked, whichever is greater, at the applicable rate of pay.

SECTION 2 – Report Pay:

An employee scheduled for work and presents himself or herself for work as scheduled shall receive at least two hours (2:00) pay, or pay for actual hours worked, whichever is greater, at the applicable rate of pay (straight time or overtime). The two hour (2:00) minimum report pay shall not be paid if the work is cancelled by SacRT for reasons beyond the control of SacRT.

SECTION 3 – Day-Off Work Pay:

When an employee is required to report to SacRT on the employees regularly scheduled day or days off, he or she shall receive a minimum of five hours and twenty minutes (5:20) pay at the time and one-half (1 ½) rate.

ARTICLE 96: OVERTIME PROVISIONS

SECTION 1 – Overtime shall be paid at the rate of time and one-half (1 ½) for all work performed:

- a. In excess of eight hours (8:00) per day;
- b. On a regular scheduled or assigned day off;
- c. In excess of regular bid shift time.
- d. In excess of ten hours (10:00) from time starting shift.

SECTION 2 – Report time shall be considered when computing spread premiums.

SECTION 3 – When more than one overtime provision applies, only that provision which creates the greater compensation will be applied.

SECTION 4 – Time and one-half (1 ½) or double time (2) shall not be converted to straight time for the purpose of meeting any guarantees in this Agreement.

SECTION 5 – Overtime worked at the end of shift to be offered first to the person working the shift in accordance with the overtime need, and secondly in departmental seniority order.

SECTION 6 – Employees desiring overtime work shall sign a “days-off work list” at each sign-up. Calls for voluntary overtime will be made from said list.

ARTICLE 97: WAGES

Employee compensation shall be established each year in accordance with the following provisions:

SECTION 1 – Hourly Wage Rate Adjustments:

Transit Officer

Contract Rate:	1/1/2023	\$36.05
	1/1/2024	\$37.50
	1/1/2025	\$39.00
	1/1/2026	\$40.76

Transit Ambassador

Contract Rate:	Upon Hire*	1 Year	1 Year
Effective January 1, 2023	\$21.43	\$21.97	\$22.52
Effective January 1, 2024	\$22.29	\$22.85	\$23.43
Effective January 1, 2025	\$23.19	\$23.77	\$24.37
Effective January 1, 2026	\$24.24	\$24.85	\$25.48

Lead Transit Ambassador Contract Rate:	Upon Hire*	1 year	1 year
Effective January 1, 2023	\$22.50	\$23.07	\$23.65
Effective January 1, 2024	\$23.40	\$24.00	\$24.60
Effective January 1, 2025	\$24.34	\$24.96	\$25.59
Effective January 1, 2026	\$25.44	\$26.09	\$26.75

*Applies to new hires and incumbent TA's and Lead TA's
 Incumbent TA's and Lead TA's will advance to Step 2 on their anniversary date in 2023 and thereafter.
 Steps are 2.5% apart
 New hires will be placed at Step 1, and advance at 1 year, and 2 years in steps on their anniversary dates.

SECTION 3 – Individuals hired by SacRT to perform work in the Transit Officer Job Classification shall be subject to the wage progression formula as specified in Section 2, above. Existing employees promoting into the Transit Officer classification will continue with the same wage progression and percentage, at the highest percentage reached before transferring, with that percentage applied to the Transit Officer hourly rate.

SECTION 4 – SacRT will pay the remainder of the total cost of the pension plan under Pension Agreement effective August 1, 1968. There shall be no employee contributions towards said pension plan.

COST-OF-LIVING

NEGOTIATOR'S NOTE: As a result of negotiations the cost-of-living provisions of Article 97 (Sections 5, 6, 7, 8 and 9) are agreed to as being inoperative during the life of this Agreement and shall remain in the Agreement and inoperative until either reactivated or deleted by the parties through the collective bargaining process.

SECTION 5 – In addition to the basic hourly wage rates of pay specified in this Agreement, all employees covered by the Agreement shall be paid a cost-of-living allowance, to be determined and re-determined on the basis of changes in the New Series, All Items Consumers Price Index, United States City Average for Urban Wage Earners and Clerical Workers, Major Group, Sub-Group and Special Group Indexes (1967=100) Base published by the Bureau of Labor Statistics, United States Department of Labor. Effective January 1, 1985, the Index for October, 1983 shall be the Base Index.

SECTION 6 – Effective January 1, 1985 the cost-of-living adjustment, if any, shall be in the amount of one cent (.14) per hour for each three-tenths (0.3) of one point increase or decrease over the Index for the month of October, 1983 Base.

SECTION 7 – The cost-of-living adjustments shall be added to and become part of the hourly wage rates of pay, as set forth in this Agreement and used in the computation of straight time, overtime, spread time premiums and all other allowances. However, the adjustments shall not be considered as being “frozen” into the basic contract wage rates. This cost-of-living provision shall be applied to increase or reduce rates, but in no event shall it operate to reduce the wage rates below the basic hourly wage rates specified in the Agreement.

SECTION 8 – For the cost-of-living adjustment, the Base Index is October 1983 (301.3) and will stay in existence through the life of this Agreement. The initial payment will be on January 1, 1985, and continue quarterly throughout the final payment on January 1, 1987:

January 1, 1985	January 1, 1986	January 1, 1987
April 1, 1985	April 1, 1986	
July 1, 1985	July 1, 1986	
October 1, 1985	October 1, 1986	

Example of application: The cost-of-living adjustment to become effective January 1, 1985, shall be computed by using the period October 1983, through November 1984, the Index (November) for which is released the latter part of December. Thus, the adjustment therefrom takes place effective January 1, 1985.

SECTION 9 – The maximum cost-of-living allowance for the January 1, 1985 payment shall not exceed two percent (2%) of the top wage rate in effect on March 1, 1984, thereafter the maximum cost-of-living allowance for any one quarter shall not exceed one percent (1%) of the wage rate, including cost-of-living adjustment, in effect on March 1 of each applicable year.

Quarterly increases in the CPI which exceed the one percent (1%) cap may be carried over for use in subsequent quarters so long as any excess in each of the last three quarters (April, July, October) does not cause an adjustment exceeding the one percent (1%) cap and the adjustment in the fourth quarter (January) does not cause an excess in the annual COLA cap of 5%.

ARTICLE 98: MISSOUTS

SECTION 1 – Any employee arriving after the start of their shift will be charged with a Missout.

SECTION 2 – Any employee not calling SacRT within five hours (5:00) after the start of the shift will be considered AWOL (absent without leave) and will be subject to discipline.

SECTION 3 – Employees who arrive late will be docked accordingly. In addition, when an employee experiences a 3rd Missout in any sixty (60) days, they shall be subject to further discipline. Any Missout which has been used as one (1) of a series of three (3) for the purposes of discipline shall not again be used as one (1) of a series of three (3) for the purposes of additional discipline.

SECTION 4 – A Missout shall be excused for good and sufficient reason, provided the employee who is late submits a written request, explaining the circumstances to the Police Services Superintendent on duty upon reporting to work following the subject Missout. Actions taken by the Police Services Superintendent on such requests to be noted on the request and same placed in the employee’s record. SacRT will not arbitrarily refuse such requests without good cause. The Missout will be excused for disciplinary purposes only.

ARTICLE 99: TRAINING

SECTION 1 – Employees will be assigned to training, as SacRT deems necessary. For purposes of computing the appropriate rate of pay, all time spent in training shall be counted as time worked.

ARTICLE 100: AGREEMENT SIGN-OFF

IN WITNESS WHEREOF, the parties hereto execute this Collective Bargaining Agreement in Sacramento, California, this 14th day of November 2022.

FOR THE SACRAMENTO REGIONAL
TRANSIT DISTRICT



HENRY LI
General Manager/CEO



DAVID TOPAZ
VP, Employee Development & Engagement
Chief Negotiator



MARK SALVO
Senior Manager, Labor Relations

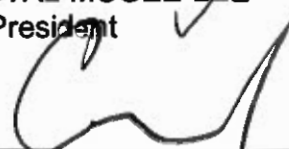
FOR THE AMALGAMATED TRANSIT
UNION, LOCAL 256, AFL-CIO



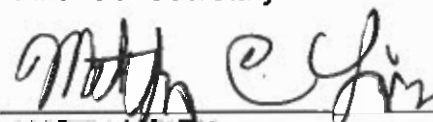
RALPH NIZ
President/Business Agent
Chief Negotiator



CRYSTAL MCGEE-LEE
Vice President



GWENDOLYN LAND
Financial Secretary



MATT LUCIEN
Recording Secretary

ADDENDUM I

The below-listed Side Agreements are incorporated into the 2023 – 2026 RT/ATU 256 Collective Bargaining Agreement.

1. Procedure for “Quickie” Arbitration, January 18, 1977
2. Late Posting of the Extra Board, June 11, 1974
3. Road Call Requirements, October 29, 1975
4. Defect Card Agreement, June 4, 1980
5. Safety Awards Banquet Arbitration Award, June 30, 1982
6. Medical Review Panel, October 18, 1996
7. Tripper Agreement
 - a. Memorandum of Agreement, June 6, 1997
8. Mullennix Arbitration Award (Article 5) And Clarification Letter, October 4, 1982
9. Griffin Arbitration (Extra Board Spread) And Clarification Agreement Notes, July 28, 1987
10. Clerical Vacation Selection Procedure, May 26, 1987
11. Operator Bump-back Procedures, May 26, 1987
12. Rotating Bus Operator / Rail Board, August 2, 1988
13. Transit Officer Extra Board (EBTO) Assignment Procedures, September 19, 1990
14. MOA Regarding Establishing a Health & Welfare Trust for Retirees, July 4, 1990
15. Letter of Understanding – Clerical Alternative Work Schedules, February 20, 1998
16. CBS Operator Move Into a Vacant Regular Bus Position, February 10, 2006
17. Leave of Absence (LOA) for DUI Convictions, August 5, 2009
18. Limitation on Trainees Bidding Work, March 20, 2007

19. Intradepartmental Operator Transfers, March 23, 2012
20. CBS Side Letter, September 16, 2011
21. Memorandum of Agreement – Road Calls By Special Service Operators, August 23, 2005
22. Wrongful Removal From A Hold Down, July 7, 2011
23. Side Letter – Micro-Transit Services, December 31, 2018
24. Memorandum of Agreement – Audio/Video Recording Technology, March 13, 2019
25. Side Letter – Transit Agent Supersession, May 29, 2019
26. Side Letter – Clerical Employee “Good Time”, May 29, 2019
27. Side Letter – SRTD Operator Attendance Program, May 29, 2019
28. Memorandum of Agreement – Operator Inline Instructors, May 29, 2019
29. Memorandum of Agreement – Lead Transit Ambassador Wage Amendment, October 31, 2022