

LABOR AGREEMENT

Between

SACRAMENTO REGIONAL TRANSIT DISTRICT

And

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

"FREEDOM THROUGH ORGANIZATION"



Effective

July 1, 2022 through June 30, 2026

(Elk Grove Property)

Table of Contents

ARTICLE 1: RECOGNITION	1
SECTION 1.1 – Recognition of the Union	1
SECTION 1.2 – Definition of Employees.....	1
SECTION 1.3 – Job Classes	1
SECTION 1.4 – Savings Clause	1
ARTICLE 2: SCOPE OF AGREEMENT	2
SECTION 2.1 – Duration.....	2
SECTION 2.2 – Separability.....	2
SECTION 2.3 – Waiver of Bargaining Rights and Amendments to Agreement.....	2
ARTICLE 3: REPRESENTATION	3
SECTION 3.1 – Union Shop Stewards.....	3
SECTION 3.2 – Inspection by Union Officials	4
SECTION 3.3 – Distribution of Union Literature	4
SECTION 3.4 – Union Business Leave.....	4
SECTION 3.5 – Union Visitation	4
ARTICLE 4: MANAGEMENT RIGHTS	5
SECTION 4.1 – Management Rights	5
SECTION 4.2 – Technology Rights.....	6
ARTICLE 5: NO STRIKES OR LOCKOUTS	6
SECTION 5.1 – No Strikes.....	6
SECTION 5.2 – Lockouts	7
SECTION 5.3 – Discipline	7
ARTICLE 6: NON-DISCRIMINATION	7
SECTION 6.1 – Equal Opportunity.....	7
SECTION 6.2 – Affirmative Action and Job Accommodation	7
SECTION 6.3 – Gender Terms	7
ARTICLE 7: DRUG AND ALCOHOL TESTING	8
<u>POSITIVE DRUG OR ALCOHOL TEST RESULT</u>	9
<u>VOLUNTARY REQUEST FOR SUBSTANCE ABUSE TREATMENT</u>	10
ARTICLE 8: SENIORITY.....	11
SECTION 8.1 – Seniority Defined (Operators).....	11
SECTION 8.2 – Layoff (Operators)	11
SECTION 8.3 – Recall (Operators)	11

Table of Contents

SECTION 8.4 – Termination of Seniority.....	12
SECTION 8.5 – Seniority List.....	12
SECTION 8.6 – Seniority Defined (Dispatchers and Reservationists).....	12
SECTION 8.7 – Layoff (Dispatchers and Reservationists)	13
SECTION 8.8 – Recall (Dispatchers and Reservationists).....	13
ARTICLE 9: DISCIPLINE	13
SECTION 9.1 – Probation.....	13
SECTION 9.2 – Disciplinary Action	14
SECTION 9.3 – Just Cause	15
SECTION 9.4 – Employee Notification.....	15
SECTION 9.5 – Removal from Service	15
SECTION 9.6 – Progressive Discipline	15
SECTION 9.7 – Length on Record & Inspection of Employee Files.....	16
SECTION 9.8 – Work Rules.....	16
SECTION 9.9 – Safety Discipline.....	16
SECTION 9.10 – Vehicles.....	17
SECTION 9.11 – Electronic Devices.....	17
ARTICLE 10: GRIEVANCE AND ARBITRATION	18
SECTION 10.1 – Grievance Procedure.....	18
SECTION 10.2 – Expedited Arbitration	19
SECTION 10.3 – Arbitration	20
SECTION 10.4 – Time Limits	21
SECTION 10.5 – Extension of Time Limits	21
ARTICLE 11: HOURS OF WORK	21
SECTION 11.1 – Purpose.....	21
SECTION 11.2 – Workweek.....	21
SECTION 11.3 – Payday	21
SECTION 11.4 – Work Qualifications.....	22
ARTICLE 12: LEAVES OF ABSENCES.....	22
SECTION 12.1 – Definition	22
SECTION 12.2 – Personal Leave.....	22
SECTION 12.3 – Medical Leave	22
SECTION 12.4 – Written Requests.....	22

Table of Contents

SECTION 12.5 – Family and Medical Leave Act.....	23
SECTION 12.6 – Military Leave	23
ARTICLE 13: GENERAL CONDITIONS.....	23
SECTION 13.1 – SacRT Meetings.....	23
SECTION 13.2 – Physicals and Drug Screens	23
SECTION 13.3 – D.M.V. Required Physicals.....	23
SECTION 13.4 – Citations	23
SECTION 13.5 – New Member Orientation.....	24
SECTION 13.6 – Amendment and Waiver	24
SECTION 13.7 – Sole Agreement.....	24
ARTICLE 14: SAFETY	24
SECTION 14.1 – Safety	24
ARTICLE 15: ACCIDENT REPORTING.....	25
ARTICLE 16: BIDDING	25
SECTION 16.1 – Run Bids.....	25
SECTION 16.2 – Written Bids	26
SECTION 16.3 – Reduction of Work.....	27
SECTION 16.4 – Extra Work.....	27
SECTION 16.5 – Overtime.....	28
SECTION 16.6 – Hold-Down Assignments	28
SECTION 16.7 – Bidding Process.....	28
ARTICLE 17: UNION SECURITY	29
SECTION 17.1 – Union Membership	29
SECTION 17.2 – Notification.....	29
SECTION 17.3 – Dues Deductions	29
SECTION 17.4 – Checkoff	29
ARTICLE 18: ATTENDANCE.....	30
SECTION 18.1 – Missouts (Tardiness)	30
SECTION 18.2 – Absenteeism.....	31
ARTICLE 19: PAY AND BENEFITS	32
SECTION 19.1 – Wage Rates for Operators.....	32
SECTION 19.2 – Wage Rates for Dispatchers & Reservationists.....	33
SECTION 19.3 – No Reduction in Pay.....	34

Table of Contents

SECTION 19.4 – Holiday Pay	34
SECTION 19.5 – Holidays.....	34
SECTION 19.6 – Sick Leave	34
SECTION 19.7 – Vacations.....	35
SECTION 19.8 – Bereavement Leave	36
SECTION 19.9 – Medical, Dental, and Vision Insurance	36
SECTION 19.10 – Life Insurance.....	37
SECTION 19.11 – Deferred Compensation Plan	37
SECTION 19.12 - Jury Duty	38
ARTICLE 20: DURATION	38
SECTION 20.1 - Effective Date.....	38
SECTION 20.2 - Renewal	38

ARTICLE 1: RECOGNITION

SECTION 1.1 – Recognition of the Union

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

SECTION 1.2 – Definition of Employees

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

An employee who has never accrued seniority under this Agreement or an employee rehired after termination of seniority shall be in “probationary” status until they have completed 180 days of paid employment. The discharge or discipline of an employee who is in a probationary status shall not be a violation of this Agreement.

SECTION 1.3 – Job Classes

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

- a. Regular Full-Time – Full-Time employees will be regularly scheduled for at least 40 hours of work per workweek.
- b. Regular Part-Time – Employees regularly scheduled to work less than 40 hours in the workweek.
- c. The Elk Grove service line will continue to be operated as a discrete and separate service line for the duration of the CBA.

SECTION 1.4 – Savings Clause

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

ARTICLE 2: SCOPE OF AGREEMENT

SECTION 2.1 – Duration

This Agreement shall be in effect effective July 1, 2022, and shall continue in effect through June 30, 2026, subject however, to revision by notice in writing by either party to the other 60 days prior to the expiration date. During such 60-day period, the parties will meet and confer in good faith in an effort to agree upon a successor Agreement. If negotiations extend beyond the expiration of this Agreement, the provisions of the Agreement will remain in force and effect until an Agreement is reached, or in the event of an impasse, at the conclusion of the impasse resolution process.

SECTION 2.2 – Separability

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

SECTION 2.3 – Waiver of Bargaining Rights and Amendments to Agreement

- a. During the negotiations resulting in this Agreement, SacRT and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any matter as to which applicable statutes and regulations impose an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, SacRT expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require SacRT to bargain collectively, over all matters as to which applicable statutes and regulations impose an obligation to bargain for:
 1. Such matters that are specifically referred to in this Agreement,
 2. Such matters that were discussed between SacRT and the Union during negotiations, but which are not referred to in this Agreement, or
 3. Such matters that were within the contemplation or knowledge of SacRT and the Union, but which after exercise of the right and opportunity referred to in the first sentence of this Section 2.3, were not addressed in this Agreement.

Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced in writing and executed by both SacRT and the Union. Nothing contained in this Section shall prohibit SacRT and the Union from

entering into Memorandums of Understanding (MOUs) regarding areas where this Agreement is silent or unclear. Such MOUs shall in no way be in violation or conflict with the clear terms of this Agreement.

- b. No employee shall be permitted to waive any of the benefits of this Collective Bargaining Agreement. No waiver or consent to employment under conditions other than as specified in this Agreement may be asserted by any party unless there is a signed written supplement to this Agreement, executed by a duly authorized official of the Union and SacRT, in advance of any deviation from the terms contained herein.
- c. No SacRT Representative or Official of the Union has authority to orally modify any of the terms contained in this Agreement. Stewards and Executive Board Members are not vested with authority to consent to or approve of any deviation from the terms of this Agreement.

ARTICLE 3: REPRESENTATION

SECTION 3.1 – Union Shop Stewards

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

SECTION 3.2 – Inspection by Union Officials

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

SECTION 3.3 – Distribution of Union Literature

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

SECTION 3.4 – Union Business Leave

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

SECTION 3.5 – Union Visitation

Upon reasonable prior notice, authorized agents of the Union shall have access to SacRT's Elk Grove work facilities during working hours for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being

adhered to, provided however, that there is no interruption of SacRT's working schedule or interference with the performance of work by the employees. When relevant records are required by the Union officers for purposes stated above, SacRT officers shall furnish access within 2 business days for such material upon reasonable request by the Union. Applicable laws shall govern any access to confidential records.

ARTICLE 4: MANAGEMENT RIGHTS

SECTION 4.1 – Management Rights

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

- a. To reprimand, suspend, discharge, or otherwise discipline employee for cause, and to determine the number of employees to be employed.
- b. To hire employees, determine the qualifications, assign and direct their work, promote, demote, transfer, layoff, recall to work, and retire employees.
- c. To set the standards of productivity and the services to be rendered – to maintain the efficiency of operations, to determine the personnel, method, means, and facilities by which operations are conducted, and to set the starting times, quitting times, number of hours and shifts to be worked.
- d. To close down or relocate SacRT's operations or any part thereof – to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of SacRT or the customer.
- e. To introduce new or improved technology, research, service, and maintenance methods, materials, equipment, to determine the price at which SacRT contracts its services, to determine the methods of financing its operations and services, and to determine the number, location and operation of departments, divisions, and all other units of SacRT.
- f. To issue, amend and reverse policies, rules, regulations, and practices, including rules of conduct or standards of performance – to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of SacRT and to direct SacRT's employees, to determine the existence or non-existence of facts, which are the basis of management decisions, and to carry out the lawful directives of the customers to whom SacRT contracts its services.

- g. Any claim that SacRT's exercise of its rights under this Article violates any provision(s) of this Agreement may be the subject of a grievance.

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

SECTION 4.2 – Technology Rights

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

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

ARTICLE 5: NO STRIKES OR LOCKOUTS

SECTION 5.1 – No Strikes

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

SECTION 5.2 – Lockouts

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

SECTION 5.3 – Discipline

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

ARTICLE 6: NON-DISCRIMINATION

SECTION 6.1 – Equal Opportunity

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

SECTION 6.2 – Affirmative Action and Job Accommodation

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

SECTION 6.3 – Gender Terms

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

ARTICLE 7: DRUG AND ALCOHOL TESTING

SECTION 7.1

Employees are required to comply with all applicable provisions of the SacRT's adopted Drug and Alcohol Testing and Rehabilitation Policy as revised April 14, 2014. The Policy, as may be amended from time to time to maintain compliance with DOT FTA Drug and Alcohol Testing Regulations, will be distributed to all employees following adoption of mandatory changes. Aspects of the Policy not required by the regulations are subject to negotiations by the parties.

SECTION 7.2

Nothing herein shall be interpreted so as to limit SacRT's right to assess disciplinary action, including termination, for misconduct associated with a decision to direct a prohibited substance test under the terms of this program. Issues relating to the application, interpretation and enforcement of this Drug and Alcohol Testing Program as set forth herein, including, but not limited to, the imposition and severity of any discipline not agreed to hereunder, will be subject to the grievance and arbitration procedures as outlined in this Agreement.

SECTION 7.3

An employee directed to undergo a drug and/or alcohol test pursuant to the Policy will be afforded an opportunity to confer with a Union representative in accordance with the principles of Weingarten, the employee will have the right to be accompanied by a Union representative, if one is reasonably available, when reporting to the urine collection/breath alcohol testing site.

SECTION 7.4

All time spent undergoing a directed drug test or alcohol test (including travel time, if any) and awaiting the initial test result shall be paid time under regular pay status, including overtime and, if delayed more than 7 calendar days, pay for bid trippers, if applicable. An employee who is notified of a positive test result and requests a test of the split specimen will continue on paid status until the result of the second test is received. If the verified result is positive, the employee will be immediately taken off regular paid status, placed on a leave of absence and referred to the Substance Abuse Professional (SAP) for evaluation and treatment. Employees may use accumulated sick leave and/or vacation during their absence for treatment.

SECTION 7.5

A covered employee that has been taken off work for 90 consecutive days or longer must undergo a Pre-Employment Drug Test and receive a negative result prior to returning to

safety sensitive work. Such employee must contact their department at least 14 calendar days in advance of the expected date of return. Employees will receive 2 hours' pay or pay for actual time spent undergoing the test. An employee initiating the Pre-Employment test as specified above, who is medically cleared to return to work but is held up due to a delay in SacRT receiving the result will be paid for work time lost, including overtime and bid trippers, if applicable. An employee failing to initiate the drug testing process in advance of reporting to work will not receive pay for work time lost due to undergoing the required Pre- Employment Test and awaiting the results until the lapse of 14 calendar days from the date of the test.

SECTION 7.6

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

SECTION 7.7

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

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 is 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, they are returned to work, and:
 6. The employee is subject to unannounced drug and/or alcohol testing, as determined by the SAP. Such testing is in addition to the other program testing and will be a minimum of 6 unannounced tests during the first year.
7. The employee has a positive Return-To-Duty Test, then:

8. The employee is discharged from employment.
9. After returning to work, an employee received notice of a verified positive drug or alcohol test during the follow-up testing period for any reason, then:
10. The employee is discharged from employment.
11. After returning to work, an employee has no verified positive test during the follow-up testing period, then the unannounced follow-up testing is discontinued.
12. A verified positive drug or alcohol test for any other reason that is outside the follow-up testing period will result in termination from employment.

SECTION 7.8

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

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

VOLUNTARY REQUEST FOR SUBSTANCE ABUSE TREATMENT

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

12. A verified positive drug or alcohol test for any reason that is outside the follow-up testing period is handled pursuant to the procedure as set forth in Section 7.7, above, provided that the employee has utilized no more than 2 voluntary treatments.

ARTICLE 8: SENIORITY

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

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

SECTION 8.1 – Seniority Defined (Operators)

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

SECTION 8.2 – Layoff (Operators)

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

SECTION 8.3 – Recall (Operators)

- a. Order of Recall – The employee with the most seniority will be the first one recalled from layoff.

- b. Notice of Recall – SacRT will forward notice of recall by certified mail, return receipt requested, to the last known address of the employee as reflected in SacRT records. The employee must, within 5 days (excluding weekend days and holidays) of delivery or attempted delivery of the notice of recall, notify SacRT by call and letter of their intent to return to work on the date specified for recall, and thereafter, returns to work on such date.

SECTION 8.4 – Termination of Seniority

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

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

SECTION 8.5 – Seniority List

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

SECTION 8.6 – Seniority Defined (Dispatchers and Reservationists)

- a. Seniority and years of service in the Dispatch Department and Reservationists Department shall be from the last date of hire in the Dispatch or Reservationist classifications. The date of hire shall be the day on which the employee first does service with SacRT and will be used for the purpose of selecting work, determination of order in any layoff, recall from layoff, other reduction in workforce, and bidding shifts, assignments, or time off as provided for in this Agreement.

- b. If application of the preceding sentences results in 2 or more employees having the same seniority, lot will determine the employee's seniority position. Employee seniority dates already established prior to this agreement shall be retained.
- c. If a Dispatcher or Reservationist employee is promoted to a higher paid classification, their accrued seniority in the lower classification shall be maintained. Seniority in the higher classification shall be added to that obtained in the lower classification if the employee is returned to such classification.
- d. A Dispatcher or Reservationist employee who leaves a classification covered under this Agreement to accept a position with SacRT related to Elk Grove transit service but not covered by this Agreement may be returned to their former classification if such a return is affected within 6 months from acceptance of the non-bargaining unit position. Such a return can only be done once without loss of seniority.

SECTION 8.7 – Layoff (Dispatchers and Reservationists)

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

SECTION 8.8 – Recall (Dispatchers and Reservationists)

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

ARTICLE 9: DISCIPLINE

SECTION 9.1 – Probation

All employees of SacRT shall serve a probationary period of 180 days from their date of hire. This is a period during which SacRT may evaluate the job performance of its employees. SacRT may terminate an employee during their probationary period without

recourse of the grievance procedure contained in this Agreement. No transfers to other SacRT positions will be allowed during the probationary period.

SECTION 9.2 – Disciplinary Action

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

- a. Falsifying SacRT records or making false statements on an application for employment, time sheets, driver manifests, dispatch logs and dispatch reports, or other SacRT forms.
- b. Violation of the SRTD Drug and Alcohol Testing and Rehabilitation Program Policy.
- c. Use or possession of any alcoholic beverage or drugs on SacRT premises or vehicles.
- d. Violation of the SacRT Personal Electronic Device (PED) Policy.
- e. Theft of SacRT property, customer property, or property of another employee.
- f. Physical violence (or fighting) on SacRT premises or vehicles.
- g. Possession of firearms, weapons, explosives, and similar devices on SacRT premises or vehicles.
- h. Unwanted touching, physical contact or indecent conduct with SacRT employees or passengers.
- i. Insubordination, including refusal or failure to perform assigned work.
- j. Threatening, harassing, intimidating, coercing, or abusing fellow employees or passengers.
- k. Deliberate destruction, defacing, damage, or loss of SacRT property or property of another employee.
- l. Operating a SacRT vehicle without a valid Driver's License and all other certificates required by Federal, State, or local law or regulations to operate the vehicle, provided that in the event of temporary loss of the required license or certification, the employee shall be first entitled to 30 days or less unpaid leave of absence to correct said loss of a valid Driver's License or other certificates required to operate the vehicles. An additional 15 days of unpaid leave will be granted if requested by the employee in writing. Failure to have the license or certificates after the 30- or 45-day leave, whichever is applicable, shall be cause for termination.

- m. Dishonesty.
- n. Negligence resulting in a serious accident, incident or failure to follow established safety guidelines related to passenger safety.
- o. Any time the terms of this Agreement that specify discharge have been met.
- p. Deliberately operating a bus ahead of schedule while in revenue service.]

SECTION 9.3 – Just Cause

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

SECTION 9.4 – Employee Notification

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

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

SECTION 9.5 – Removal from Service

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

SECTION 9.6 – Progressive Discipline

Any violation of SacRT policies, procedures, or work rules shall result in disciplinary action. SacRT may suspend and employee without pay as an element of progressive discipline. Each infraction of any rule, policy or procedure, or combination thereof may result in the following disciplinary action being taken by SacRT against the employee:

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

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

SECTION 9.7 – Length on Record & Inspection of Employee Files

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

SECTION 9.8 – Work Rules

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

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

SECTION 9.9 – Safety Discipline

Sections 9.3 (Just Cause), 9.4 (Employee Notification), 9.5 (Removal from Service), and 9.6 (Progressive Discipline) of Article 9 of this Agreement shall by reference apply to this section.

Any safety related disciplinary action on an employee’s record more than 36 months old as of the date of the accident under investigation will not be taken into consideration or be admissible as evidence.

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

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

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

SECTION 9.10 – Vehicles

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

SECTION 9.11 – Electronic Devices

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

- a. Any use of cellular telephones and other personal communication devices, which include hands-free devices (i.e., Bluetooth, BlackBerrys, iPhones, pagers, tablets, pads, and any text messaging devices) during the operation of a SacRT vehicle is prohibited. SacRT vehicles are defined as any vehicle designed or used to

transport passengers (i.e., Buses, cars, vans, trucks). Operators must comply with the SacRT Personal Electronic Device (PED) Policy.

- b. Cellular telephones and push to talk communications devices may be used only in full compliance with the SacRT PED Policy. The vehicle must be in a safe location (in park) and emergency/parking brake engaged.
- c. When a SacRT vehicle is secured, the use of cellular telephones is permitted within the guidelines of the SacRT PED Policy and should be limited to break or meal periods.
- d. The use of cellular telephones for personal calls during working hours is discouraged, but in the event that there is a need, the use of electronic devices should not cause delay of schedules.
- e. If it becomes necessary to use a cellular telephone in a bona fide emergency situation, where permitted by law, employees must pull over, park in a safe location, and secure the vehicle prior to using a cellular phone.
- f. Failure to comply with this policy will result in immediate termination.

ARTICLE 10: GRIEVANCE AND ARBITRATION

SECTION 10.1 – Grievance Procedure

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

- a. Step 1 – The aggrieved employee or their Union Representative shall file a written statement of the grievance with the manager for the employee’s department or work unit within 10 working days of the conclusion of the informal meeting, or, in the case of suspension or termination, within 10 working days of receipt of the final notice confirming the discipline. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, the specific section of the Agreement allegedly violated, and the date and place where the grievance occurred. The aggrieved employee or their Union Representative must sign this statement. Within 10 working days after the written statement has been filed, the aggrieved employee and/or their Union Representative shall be accorded a hearing with the manager of the department or work unit. The manager conducting the hearing shall render a written decision within 10 working days from

the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee, signed and dated by said employee, and a copy given to the Union Representative by mail or email to the Union office.

- b. Step 2 – If the matter is not resolved at Step 1, the Union Representative shall, within 10 working days of receipt of SacRT's response from Step 1, submit a written request for a Step 2 hearing to SacRT's General Manager/CEO. The Step 2 hearing shall be held at the project site within 20 working days of said request. The General Manager/CEO or designee conducting the hearing shall render a decision within 10 working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee, signed and dated by said employee, and a copy given to the Union Representative by mail or email to the Union office.
- c. Step 3 – If the matter is not resolved at Step 2, the Union shall request Arbitration within 40 calendar days from receipt of the Step 2 written decision.
- d. Records (Documents) – The Union and the employee will be allowed to review and, if requested, be given copies of all relevant papers and documents pertaining to charges against the employee.
- e. Witnesses – At any grievance hearing regarding suspensions or termination, the employee and the Union Representative will have the opportunity to question all witnesses that are employed by SacRT and others that may be relevant to discipline that are willing to attend the hearing.

SECTION 10.2 – Expedited Arbitration

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

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

- f. The parties will also select a backup neutral Arbitrator who will hear expedited cases only if the primary Arbitrator is unavailable.
- g. SacRT and the Union have agreed to the following panel:

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

SECTION 10.3 – Arbitration

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

- a. A list of 7 Arbitrators will be requested from the State Mediation and Conciliation Service (SMCS). If a panel is obtained from the SMCS, selection will be made within 15 working days of receipt of said list. The parties will flip a coin to determine who will strike first and will then alternately strike names from the list until 1 person is left who will become the Arbitrator. If the Arbitrator so selected is not available within 90 calendar days, a second Arbitrator will be selected using the same method of selection, unless SacRT and the Union mutually agree to waive the 90-day requirement.
- b. The Arbitrator will not have the authority to amend, alter, or change any provision in the Agreement. The Arbitrator will not hear or decide more than 1 grievance without the mutual consent of SacRT and the Union. The written award for the Arbitrator on the merits of any grievance adjudicated within their jurisdiction and

authority will be final and binding on the aggrieved employee, the Union, and SacRT.

- c. The Arbitration expenses (i.e., CSMCS List, Arbitrator, Hearing Room, Reporter and Transcripts) shall be shared equally between both parties.
- d. All decisions and awards of the Arbitrator will be considered final and binding.

SECTION 10.4 – Time Limits

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

SECTION 10.5 – Extension of Time Limits

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

ARTICLE 11: HOURS OF WORK

SECTION 11.1 – Purpose

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

SECTION 11.2 – Workweek

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

SECTION 11.3 – Payday

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

SECTION 11.4 – Work Qualifications

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

ARTICLE 12: LEAVES OF ABSENCES

SECTION 12.1 – Definition

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

SECTION 12.2 – Personal Leave

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

SECTION 12.3 – Medical Leave

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

SECTION 12.4 – Written Requests

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

SECTION 12.5 – Family and Medical Leave Act

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

SECTION 12.6 – Military Leave

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

ARTICLE 13: GENERAL CONDITIONS

SECTION 13.1 – SacRT Meetings

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

SECTION 13.2 – Physicals and Drug Screens

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

SECTION 13.3 – D.M.V. Required Physicals

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

SECTION 13.4 – Citations

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

SECTION 13.5 – New Member Orientation

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

SECTION 13.6 – Amendment and Waiver

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

SECTION 13.7 – Sole Agreement

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

ARTICLE 14: SAFETY

SECTION 14.1 – Safety

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

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

ARTICLE 15: ACCIDENT REPORTING

SECTION 15.1

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

SECTION 15.2

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

ARTICLE 16: BIDDING

SECTION 16.1 – Run Bids

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

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

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

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

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

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

If the Arbitrator finds meal period violations, the affected employee(s) shall be entitled to any applicable nonmonetary equitable remedies as well as economic compensation of 60 minutes of pay at the employee's regular rate of pay for each day that the meal period violation occurred.

SECTION 16.2 – Written Bids

Operators shall submit a written bid for available runs in order of seniority. A total of 20 Operators shall submit bids on each day of the bid period until all eligible Operators have submitted bids. Operators in seniority order shall bid on the first day, submitting their bids by 11:00 a.m. SacRT shall post the results of the bidding for the day no later than 2:00 p.m. so that the remaining Operators are aware of the runs that have been selected and are no longer available. This process shall continue each day of the bid period until all Operators have had a chance to submit a bid. Operators who are on vacation, sick, or otherwise not working shall be allowed to submit a proxy bid for their run bid. Any Operator who does not submit a bid shall be passed over and the bid continued. The Operator

passed may later bid at any time before the bid is completed. Each Operator shall use a SacRT provided form for this purpose. Bidding shall commence on any workday and proceed until completed, except Saturday, Sunday, or Holidays.

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

Part-time employees may bid, by seniority, a full-time position if one is open after all full-time employees have bid. Full time employees are not eligible to bid a part time position.

SECTION 16.3 – Reduction of Work

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

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

SECTION 16.4 – Extra Work

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

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

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

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

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

SECTION 16.5 – Overtime

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

SECTION 16.6 – Hold-Down Assignments

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

SECTION 16.7 – Bidding Process

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

ARTICLE 17: UNION SECURITY

SECTION 17.1 – Union Membership

- a. All employees within the collective bargaining unit covered by this Agreement may become and remain members in good standing in the Union according to the terms and provisions of the Constitution and By-Laws of the Union, by completing an application for ATU Local 256 membership and payroll deduction authorization form.
- b. Any employee who is or who becomes a member of the Union will tender to the Union periodic dues uniformly required by the Union as a condition of acquiring or retaining membership.

SECTION 17.2 – Notification

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

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

SECTION 17.3 – Dues Deductions

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

SECTION 17.4 – Checkoff

- a. 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 2 days prior to the end of each pay period an alphabetical list of all employees of SacRT belonging to the Union, together with the amount of the deductions to be made from the next paycheck of each person shown on such

list. SacRT agrees to remit to the Union by the 10th and 25th day of each calendar month the aggregate amount of deductions shown on the lists so furnished during the immediate preceding pay period. Paydays may be changed by mutual agreement.

- b. SacRT shall refer all employees' inquiries regarding merits of union membership, the process for authorizing dues deduction and/or process for revocation of dues deduction authorization to the Union.
- c. SacRT shall notify the Union in advance of scheduled new employee orientations which will be attended by ATU bargaining unit employees and shall afford Union representatives reasonable time, not less than 60 minutes, to meet with new employees to discuss Union programs and membership.
- d. To the extent required by state law, the Union agrees to indemnify SacRT for any claims made by an employee challenging dues deductions.
- e. Disputes arising under this Article shall be referred directly to Step 3 under the grievance procedure.

ARTICLE 18: ATTENDANCE

SECTION 18.1 – Missouts (Tardiness)

- a. A missout is an occurrence whereby an employee reports to work late less than 15 minutes after their scheduled starting time. Missouts less than 15 minutes shall be counted as ½ a missout.
- b. An employee who shows up 15 minutes or more late for an assigned work shift and/or fails to notify the project manager or designated person at least 60 minutes before their scheduled reporting time shall be counted as 1 missout.
- c. An Operator who fails to show up or call the project manager or their representative after 1 hour from the time they are scheduled to report shall be assessed 2 missouts. An operator who no call/no shows for an entire workday or more will be subject to disciplinary suspension without pay.
- d. Three missouts in a rolling 180-day period counting back from the most recent missout will result in discipline up to and including termination.
- e. Six missouts in a rolling 180-day period counting back from the most recent missout will result in discipline up to and including termination.

- f. When an employee works 90 days without receiving any missouts, all missouts will be removed from their record.
- g. A missout shall not be counted if there is a verifiable emergency as defined in Section 18.2g.
- h. At the discretion of Management, an operator who has a missout may be assigned standby report (2 hour minimum), be put on their route, or be sent home (no pay).

SECTION 18.2 – Absenteeism

- a. An unexcused absence is defined as any time an employee misses work for 1 or more consecutive days without prior written approval or utilizing approved earned time off.
- b. Employees who will be absent are required to notify their Supervisor or Dispatch at least 1 hour prior to the starting time of their work shift. An unexcused absence that has been properly notified shall result in 1 occurrence point.
- c. Unexcused absences are counted using a rolling 12-month period. The rolling 12 months is counted back from the most recent incident of absence. Absences more than 12 months old are not counted.
 - 1. At 8 incidences of absences, a Written Warning shall occur.
 - 2. At 10 incidences of absences in a rolling 1 year period shall bring automatic termination.
- d. Any employee who has received written approval in advance from SacRT for time off will be considered excused from work. Excused absences do not count against the employee's attendance record. Approved Jury Duty, Military Leave, Union Leave, and any leaves of absences mandated by law are considered excused absences.
- e. Failure to complete an entire shift once the employee starts it and the employee returns to work the following day, shall be counted as ½ occurrence, unless excused by a physician verifying that an employee was seen on that day, or the employee provides verification of an emergency. No electronic signature accepted.
- f. Missing a required paid meeting shall count as 1 occurrence, unless employee is on approved leave.
- g. An emergency shall be defined as follows: Any unforeseeable situation or circumstance where an employee could not reasonably be expected to communicate with SacRT concerning absence or tardy notification in a timely

manner. Examples of said situations would include being medically incapacitated, being involved in traffic or a traffic accident, or having a family member involved one of the prior situations. By definition, an “emergency” under the contract would be verifiable, with the understanding that SacRT and the employees will exercise a standard of reasonableness when applying this standard to a given situation.

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

ARTICLE 19: PAY AND BENEFITS

SECTION 19.1 – Wage Rates for Operators

Previous Top Rate - \$21.76

Annual Wage Adjustments:

7/1/22 4%
 7/1/23 4%
 7/1/24 4%
 7/1/25 4.5%

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

Months	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025
37+	\$23.93	\$24.89	\$25.89	\$27.06
25-36	\$21.99	\$22.87	\$23.78	\$24.85
13-24	\$21.27	\$22.12	\$23.01	\$24.05
0-12	\$20.54	\$21.36	\$22.21	\$23.21

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

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

SECTION 19.2 – Wage Rates for Dispatchers & Reservationists

a. Wage Rates for Dispatchers

Previous Top Rate - \$22.41

Annual Wage Adjustments:

7/1/22 \$.25/hour and 4%
 7/1/23 4%
 7/1/24 4%
 7/1/25 4.5%

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

Months	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025
37+	\$24.74	\$25.73	\$26.76	\$27.96
25-36	\$22.88	\$23.80	\$24.75	\$25.86
13-24	\$22.15	\$23.04	\$23.96	\$25.04
0-12	\$21.42	\$22.28	\$23.17	\$24.21

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

b. Wage Rates for Reservationists

Previous Top Rate - \$22.41

Annual Wage Adjustments:

7/1/22 4%
 7/1/23 4%
 7/1/24 4%
 7/1/25 4.5%

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

Months	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025
37+	\$24.50	\$25.48	\$26.50	\$27.69
25-36	\$22.62	\$23.52	\$24.47	\$25.57
13-24	\$21.89	\$22.77	\$23.68	\$24.74
0-12	\$21.16	\$22.01	\$22.89	\$23.92

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

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

SECTION 19.3 – No Reduction in Pay

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

SECTION 19.4 – Holiday Pay

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

SECTION 19.5 – Holidays

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

SECTION 19.6 – Sick Leave

- a. Eligibility – Employees shall begin to accrue sick leave upon completion of the probationary period.
- b. Sick Leave Payment – Paid sick leave will commence on the first day lost as a result of injury or illness.

- c. Accrual – Sick leave will accrue at 8 hours per month for full-time employees and 4 hours per month for part-time employees. Full-time and part-time employees must work at least one-half of their scheduled shifts in the month prior to receive the accrual. Paid sick leave may accumulate from year to year. Paid sick leave is not paid to an employee upon termination of their employment.
- d. Payment – Payment for sick leave shall be at the normal straight time hourly rate for employees at their normal shift hours. Sick leave pay shall not be used for the computation of overtime pay.
- e. Sick Leave Cash Out – Each year of this Agreement, an employee may request to cash out any or all sick leave they will accrue in the subsequent calendar year. Employees must notify SacRT in writing of their request to cash out sick leave between the dates of November 1 and November 30 each year. Cash out will occur in the subsequent year when the employee has reached the requested accrual amount. Cash out will occur when the employee accrues the amount of sick leave scheduled to be cashed out.
- f. Unless otherwise prescribed by law, if an employee exhausts accumulated sick leave, an employee may, at the employee’s option, use accumulated vacation credits to receive pay for an approved absence due to illness or injury.

SECTION 19.7 – Vacations

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

Number of Years of Service	Maximum Number of Days of Vacation	Accrued Time Each Month
0-1 years	7.5 Days	5 Hours
1-5 years	10 Days	6.67 Hours
5 years and up	15 Days	10 Hours

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

2. Employees Entitled to 15 Days – Three 5-day periods; one 10 day period, one 5 day period; one 15 day period.
- d. Employees shall accumulate vacation upon hire. Vacation pay shall be used for the computation of overtime pay.
- e. Vacation pay shall be based only on 8:00 hour increments, or the amount of hours scheduled for the employee on the day utilized, whichever is less.
- f. Vacations will be bid Sunday through Saturday according to seniority on the first workday of November. Employees must bid all of their accrued vacation during the bid, to be taken in the next calendar year.
- g. Vacation bids will be chosen by seniority with each employee having a maximum of 1 hour to bid. If an Operator is unable to be present during their bid, they will leave their proxy bid with a SacRT Representative.
- h. Once an employee has chosen a vacation period as provided in this section, said employee shall not be entitled to change or break up the scheduled period, except an employee who experiences unforeseen circumstances and needs the time off may fill vacation periods that become permanently open due to retirement, death, or quit. They may move their existing vacation and that opening vacated by them will not be filled.
- i. All vacation periods shall begin on a Sunday.
- j. All employees will be paid at the hourly rate in effect at the time the vacation is taken.

SECTION 19.8 – Bereavement Leave

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

SECTION 19.9 – Medical, Dental, and Vision Insurance

a. Medical

On the first of the month following 30 days of employment, all employees who work 30 or more weekly paid hours (including holiday, vacation and sick) as determined under the Affordable Care Act, shall become qualified to participate in SacRT

sponsored medical plans. The employee copayment toward their insurance coverage shall be no less than 10% of the monthly premium rate for the selected plan for the Sacramento Area.

The maximum monthly amount paid by SacRT shall not exceed 90% of the monthly premium for Blue Shield Access Plus for the Sacramento Area. Employees electing coverage in a plan which is more costly than the Blue Shield Access Plus plan will pay the difference in the amount paid by SacRT for the Blue Shield Access Plus plan and the cost of the selected plan. An employee selecting a plan less costly than the Blue Shield Access Plan will be subject to paying 10% of the monthly premium cost of that plan.

b. Dental and Vision Insurance

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

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

SECTION 19.10 – Life Insurance

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

SECTION 19.11 – Deferred Compensation Plan

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

Upon hire, SacRT will contribute 3% of each employee's base pay into the 401(a) plan. An employee must enroll in the plan in order to receive the contribution.

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

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

SECTION 19.12 - Jury Duty

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

ARTICLE 20: DURATION

SECTION 20.1 - Effective Date

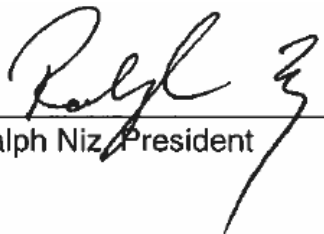
This Agreement shall be in full force and effect from July 1, 2022 through June 30, 2026.

SECTION 20.2 - Renewal

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

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

For ATU Local 256:




Ralph Niz, President

For SacRT:



Henry Li, General Manager



David E. Topaz, VP of Employee
Development and Engagement