

**COLLECTIVE BARGAINING AGREEMENT**

*Between*

**SACRAMENTO REGIONAL TRANSIT DISTRICT**

*and*

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, DISTRICT  
COUNCIL 57, LOCAL UNION 146**

**(SUPERINTENDENT UNIT)**



**EFFECTIVE**

**July 1, 2024-December 31, 2026**

## Table of Contents

ARTICLE 1- PREAMBLE	1
ARTICLE 2- RECOGNITION	1
ARTICLE 3- NON-DISCRIMINATION	2
ARTICLE 4- MANAGEMENT RIGHTS	2
ARTICLE 5- UNION MEMBERSHIP AND DUES CHECK OFF	3
ARTICLE 6- WORK RULES AND STANDARDS	4
ARTICLE 7- DISCIPLINARY ACTION	4
ARTICLE 8- GRIEVANCE PROCEDURE AND ARBITRATION	7
ARTICLE 9- EXPEDITED ARBITRATION	9
ARTICLE 10- NO STRIKE- NO LOCKOUT	10
ARTICLE 11- PROBATIONARY PERIODS	10
ARTICLE 12- SENIORITY PROVISIONS	11
ARTICLE 13- WORKDAY/WORKWEEK	12
ARTICLE 14- PROMOTION AND TRANSFER OUTSIDE THE AFSCME BARGAINING UNIT	13
ARTICLE 15- ACCRUALS FOR TRANSFERRING EMPLOYEES	13
ARTICLE 16- LAYOFF, RECALL AND FURLOUGH	14
ARTICLE 17- WAGES	15
ARTICLE 18- PAYCHECKS AND DEDUCTIONS	18
ARTICLE 19- PAID HOLIDAYS	19
ARTICLE 20- PAID VACATION	21
ARTICLE 21- PERSONAL LEAVE OF ABSENCE	23
ARTICLE 22- BEREAVEMENT LEAVE	24
ARTICLE 23- JURY DUTY LEAVE	24
ARTICLE 24- MISCELLANEOUS LEAVES OF ABSENCE	25
ARTICLE 25- UNION BUSINESS-CONTRACT ADMINISTRATION	29
ARTICLE 26- LABOR MANAGEMENT MEETINGS	30
ARTICLE 27- FLEX TIME	31
ARTICLE 28- SICK LEAVE	31
ARTICLE 29- SUPPLEMENTAL SICK LEAVE ACCOUNT	33
ARTICLE 30- FITNESS FOR DUTY EXAMINATION	34
ARTICLE 31- LIGHT DUTY	34
ARTICLE 32- INDUSTRIAL ILLNESS OR INJURY	35
ARTICLE 33- INSURANCE BENEFITS	36
ARTICLE 34- RETIRED EMPLOYEE AND DEPENDENT INSURANCE BENEFITS	40
ARTICLE 35- EMPLOYEE ASSISTANCE PROGRAM	40
ARTICLE 36- DEPENDENT CARE ASSISTANCE REIMBURSEMENT PROGRAM	40
ARTICLE 37- RETIREMENT PLAN	41
ARTICLE 38- EDUCATION ASSISTANCE AND REIMBURSEMENT PROGRAM	42
ARTICLE 39- TRANSIT PASS	43
ARTICLE 40- DRUG AND ALCOHOL TESTING AND REHABILITATION PROGRAM	43
ARTICLE 41- PERSONNEL RECORDS	46
ARTICLE 42- SAFETY AND SANITATION	46

## Table of Contents

ARTICLE 43- NEW CONTRACT	46
ARTICLE 44- CALIFORNIA DRIVER'S LICENSE FEES AND RELATED PHYSICAL EXAMS	47
ARTICLE 45- NEW AND EXISTING JOB CLASSIFICATIONS	47
ARTICLE 46- ASSIGNABILITY	48
ARTICLE 47- SEVERABILITY CLAUSE	48
ARTICLE 48- QUALIFICATIONS	48
ARTICLE 49- TERM OF AGREEMENT	49

## AGREEMENT

This Agreement is made and entered into this, by and between the Sacramento Regional Transit District, hereinafter referred to as "SacRT," and the American Federation of State, County and Municipal Employees, AFSCME, Union, Council 57, Local 146, AFL-CIO, hereinafter referred to as "AFSCME."

### WITNESSETH:

WHEREAS, SacRT has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with covered employees in an effective, efficient and responsible manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay, hours of work and other terms and conditions of employment; to maintain and promote the most satisfactory service to the general public and patrons of the system; to promote harmonious relations between the parties; to foster public sentiment favorable to the operations of SacRT; to provide for an orderly collective bargaining procedure; and provide for the prompt and fair disposition of grievances and disputes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties do mutually covenant and agree as follows:

### ARTICLE 1 – PREAMBLE

SacRT and AFSCME mutually agree that their objective is for the good and welfare of SacRT and AFSCME members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations, they will at all times abide by the terms and conditions set forth in this Agreement.

### ARTICLE 2 – RECOGNITION

2.01 SacRT recognizes AFSCME as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work and other terms and conditions of employment, for all SacRT employees employed in the job classification Transportation Superintendent, Materials Management Superintendent, Maintenance Superintendent- Light Rail, Maintenance Superintendent- Bus, Maintenance Superintendent- Wayside, as defined in the Memorandum of Agreement for Representation Election dated September 11, 2023. Through accretion during the CBA bargaining, the positions of Facilities Maintenance Superintendent and Police Services Superintendent has been mutually agreed to be added to the bargaining unit by the parties.

2.02 Employees performing the same or similar work in newly acquired or created Divisions or Departments of SacRT will be covered by the terms and conditions of this Collective Bargaining Agreement. If there is a dispute as to whether or not such new work and/or workers are proper for recognition under the terms of this Agreement, the parties will promptly meet and attempt to resolve the recognition issue. If the issue remains unresolved, it will be jointly submitted to the appropriate representatives of the California SMCS for determination.

### ARTICLE 3 – NON-DISCRIMINATION

3.01 It is the policy of SacRT and AFSCME not to discriminate against any employee covered by this Agreement in a manner that would violate any applicable laws because of race, creed, color, religion, ancestry, sex, gender, gender identity, gender expression, age, marital status, sexual orientation, national origin, political affiliation, military or veteran status, physical disability, mental disability, or other legally protected status. AFSCME further recognizes SacRT's commitment to equal employment opportunity.

### ARTICLE 4 – MANAGEMENT RIGHTS

4.01 SacRT retains all rights of management to make rules and regulations pertaining to employees consistent with the safe and efficient operation of SacRT's business including, but not limited to:

- a) The right to determine the mission, budget, policies and standards of service offered to the public;
- b) The right to plan, direct, control and determine the operations or services to be conducted by the employees of the SacRT;
- c) The right to determine the technology, methods, means and personnel by which operations are to be conducted;
- d) The right to hire, classify, promote, train, transfer, assign and retain employees;
- e) The right to suspend, demote, discipline or discharge employees for just cause;
- f) The right to layoff or furlough employees due to lack of work or funds.

4.02 A claim that SacRT's exercise of any prerogative or right of management or promulgation or enforcement of any rule related thereto is in violation of any express limitation or provision set forth elsewhere in this Agreement may be made the subject of a grievance.

## ARTICLE 5 – UNION, MEMBERSHIP AND DUES CHECK OFF

- 5.01 UNION Membership – All employees covered by this Agreement are eligible to become and remain members of AFSCME and to authorize dues deductions from their pay. SacRT will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and their eligibility for membership in AFSCME. An AFSCME Officer, or designee, will be notified within 5 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct an AFSCME Orientation Meeting.
- 5.02 SacRT will provide AFSCME, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.
- 5.03 Dues Check Off – On or before the 10<sup>th</sup> and 25<sup>th</sup> day of each month SacRT will make payroll deductions for AFSCME dues and/or fees from the earnings of each individual employee for whom AFSCME certifies it possesses voluntary deduction authorization subject to the following:
- a) Deductions for employees certified by AFSCME to have provided voluntary dues deduction authorization will commence in the next full pay period following SacRT's receipt of certification from AFSCME;
  - b) AFSCME agrees to promptly certify to SacRT any changes in deductions. Such certification will be provided to the SacRT Payroll and Labor Relations offices;
  - c) An employee may revoke the authorization for dues deductions pursuant to the terms of the authorization the employee signed and submitted to AFSCME;
  - d) Dues deductions will automatically terminate for any employee who promotes or transfers out of the bargaining unit unless moving from one AFSCME bargaining unit to another AFSCME bargaining unit.
- 5.04 Payroll deductions will be limited to the following choices:
- a) AFSCME Membership Dues
  - b) AFSCME Voluntary Political Action Check Off (PEOPLE)
- 5.05 SacRT will refer all employee inquiries regarding merits of AFSCME membership, the process for authorizing dues deduction and/or the process for revocation of dues deduction authorization to AFSCME.

- 5.06 Hold Harmless – AFSCME agrees to hold harmless and to indemnify SacRT for any and all costs or legal action, which may be caused, or result from SacRT’s compliance with this Article.

#### ARTICLE 6 – WORK RULES AND STANDARDS

- 6.01 It is mutually agreed that the regulations set forth in SacRT’s rulebooks and manuals, with such additions or alterations as are made by SacRT from time to time, are necessary for the efficient operations, and that willful infraction of these rules will constitute just cause for discharge or other disciplinary action.
- 6.02 SacRT will provide AFSCME and Chapter President with a copy of any new or amended standard or rule, including the reason for the change, at least 10 business days prior to its implementation. Upon request, SacRT will meet and confer over the effects of the proposed rule or change.
- 6.03 No standard or rule will be promulgated or enforced if it is in violation of any provisions elsewhere in this Agreement unless mutually agreed upon. A claim that SacRT’s implementation or enforcement of a rule in violation of a provision(s) of this Agreement may be made the subject of a grievance.

#### ARTICLE 7 – DISCIPLINARY ACTION

- 7.01 Generally, SacRT subscribes to the principles of progressive disciplinary action when deemed necessary to correct employee conduct, absenteeism, and in the performance of their job. All disciplinary action meted out will be based upon the principles of just cause, as deemed sufficient and appropriate by SacRT. Such disciplinary action may consist of the following corrective steps:

Informal Discipline not subject to the grievance and arbitration process:

- Oral Warning
- Written Reprimand

Formal Discipline subject to the grievance and arbitration process:

- Suspension From Employment Without Pay
- Demotion
- Termination From Employment

- 7.02 Nothing herein will be construed as to limit SacRT’s ability to administer a level of disciplinary action, including termination from employment for behavior, the nature of which warrants a level of discipline outside the ordinary progression steps.

Examples of such behavior constituting such discipline includes the following:

- a) Consumption or possession of any alcoholic beverage, marijuana or illicit drug while on duty or on SacRT property, whether or not found to be in violation of SacRT's DOT FTA Drug and Alcohol Testing Policy;
- b) Fighting (excluding for one's defense) or engaging in acts that provoke a fight with another employee or member of the public while on duty;
- c) Hostile or aggressive acts of insubordination;
- d) Unlawful discrimination, including harassment, on the basis of any protected status, against the public or other employees;
- e) Theft, misappropriation, or misuse of SacRT funds, time, or property;
- f) Negligent conduct that jeopardizes the health and/or safety of another employee or member of the public;
- g) Tampering or unauthorized altering of information or records of SacRT;
- h) Lying or submitting false or misleading information in connection with the performance of ones duties;
- i) An act of gross incompetence in the performance of one's duty;
- j) Willful and intentionally causing vandalism to SacRT property or damage destruction of SacRT property resulting from negligence;
- k) Possession without a prescription, consumption, selling or offering to sell, giving or offering to give any controlled substance as defined in California Health and Safety Code Sections 11053 to 11058, inclusive, while on duty or subject to duty whether or not in violation of SacRT's Drug and Alcohol Testing and Rehabilitation Policy;
- l) Unlawful retaliation against any SacRT officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Attorney General or any other appropriate authority any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto;
- m) Fraud in securing appointment.

### 7.03

- a) SacRT agrees not to take formal disciplinary action against an employee under Article 7 of this Agreement based solely upon a complaint unless and until such complaint is reduced to writing stating the circumstances giving rise to the complaint and signed by the complainant. For the purposes of this agreement, a written complaint can be an email from the complaining party or an occurrence report.



- b) If a written complaint about an employee covered by this Agreement is received by SacRT and intended to be used in support of a disciplinary action against the employee, the employee will be afforded an opportunity to review and respond to the complaint in writing. The response, if any, will be included with the complaint and any disciplinary notice placed in the employee's personnel file.
- 7.04 An employee whose act(s) or omission(s) warrant the administration of disciplinary action will be presented with a "Charge Letter" within 20 business days of the infraction or 20 business days from when the infraction became known or should have been known by SacRT. The Charge Letter will describe the infraction and level of disciplinary action. Notice of such charge will be in writing and delivered personally or sent by certified mail to the employee's last known address. Date of receipt of the Charge Letter will begin the time limits. A copy of the Charge Letter will be sent to AFSCME. An employee contesting the proposed disciplinary action or the level of discipline may file a grievance pursuant to the procedure set forth in this Agreement.
- 7.04 The employee will be afforded 10 business days from the date of receipt of the Charge Letter (for suspensions or above), in which to present, orally or in writing, their response to the acts or omissions on which the discipline is proposed. The employee's response will be taken into consideration in whether or not to continue, modify or eliminate the disciplinary action. The final decision of SacRT will be issued to the employee and AFSCME, in writing, within 10 business days. An employee contesting the disciplinary action or the level of discipline may file a grievance pursuant to the procedure set forth in this Agreement.
- 7.05 If upon review of a suspension, demotion or a discharge, it is found that an employee was improperly disciplined, the employee will be reinstated to the former position without loss of seniority and with all of the salary that they would have earned had they not received disciplinary action. If the review should show that a penalty was justified, but the penalty imposed was too severe, the employee will be returned to duty as above, and that portion of lost salary, which was determined to be excessive, will be paid. It is agreed that, if it is found that the discipline was improperly assessed, no entry will be made on the employee's record of such discipline; if the discipline was properly assessed, but found to be excessive, proper notations will be made in the employee's records.
- 7.06 Notations of 1 year's standing, or more, on service records of employees will not be considered in disciplinary cases.

## ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION

### 8.01 Grievance Procedure

a) Definition – The term “grievance” is defined as a complaint or dispute arising between the parties to this Agreement concerning the proper interpretation or application of any of the provisions of this Agreement, or the impact of general Personnel Policies applicable to bargaining unit employees. “Management Representative”, “Department Director”, or “General Manger” as used in this Article, refer to those persons or their designated representatives. Oral Warnings and Written Reprimands issued to employees will not be subject to appeal or grievance.

#### b) Step 1

- 1) AFSCME, may file a grievance by completing a grievance form provided by AFSCME. The grievance must include: a written statement describing the circumstances giving rise to the grievance; a clear indication of the issue(s) raised by the grievance; and the Article(s) or Sections(s) of the Agreement has (have) been violated.
- 2) The grievance form must be signed by the AFSCME Representative. The written grievance must be dated and signed as received by the appropriate Department Director. The written grievance must be presented within 30 business days after the employee receives notice, either orally or in writing, of SacRT’s adverse position, or within 30 business days after the employee could reasonably have been expected to know about the circumstances giving rise to the grievance, whichever is sooner.
- 3) The Department Director receiving the written grievance will hold a hearing within 10 business days and will present the decision in writing within 10 business days after the date of the hearing. The decision must state the facts upon which their decision is based, including the remedy or correction offered, if appropriate.

#### c) Step 2

- 1) If the employee and/or the AFSCME Representative are not satisfied with the decision rendered at Step 1, then the grievance may be advanced to Step 2 by submitting the grievance to the Department EMT member within 5 business days of receipt of the Step 1 decision. The Step 2 reviewer will arrange for a hearing to be held within 10 business days of receipt of the appeal to Step 2. The Department EMT member will present a decision in writing within 5 business days after the hearing and will state the facts upon which their decision is based, including the remedy or correction offered, if appropriate.
- 2) All grievances of discipline (suspension or higher) shall enter the grievance process at Step 2.

d) Step 3

- 1) If the AFSCME Representative is not satisfied with the decision rendered at Step 2, then the grievance may be advanced to Labor Relations, within 5 business days, and Labor Relations will arrange for a hearing held within 10 business days of receipt of appeal to Step 3.
- 2) Labor Relations will present their decision in writing within 10 business days after the hearing and will state the facts upon which their decision is based, including the remedy or correction offered, if appropriate.

e) Time Limits/Grievance Steps

- 1) Time limits in this Article may be extended by mutual agreement.
- 2) If either party fails to comply with the time limits set forth above, as they may be extended by mutual agreement, the grievance will be declared settled in favor of the other party and no further grievance action can be taken.
- 3) Grievances may enter at a higher step by mutual agreement.

8.02 Binding Arbitration

- a) If a grievance is not settled in accordance with the foregoing procedure, AFSCME may refer the grievance in writing to binding arbitration within 30 business days after receipt of the Step 3 response. The parties will attempt to agree upon an arbitrator within 10 business days after receipt of the notice of referral. If the parties are unable to agree upon an arbitrator within the 10-business day period, the parties will jointly request that the California State Mediation and Conciliation Service (CSMCS) submit a panel of 7 arbitrators. The parties will flip a coin to decide who will strike first and will then alternately strike names from the list until 1 person is left, who will become the arbitrator. The CSMCS will be notified of the selection and request that the arbitrator contact the designated representatives of SacRT and AFSCME. The hearing will be scheduled at a date, time and place mutually acceptable to the arbitrator, SacRT and AFSCME. Unless the parties agree otherwise, all arbitration hearings will be held in Sacramento, California.
- b) The arbitrator will act in a judicial, not legislative capacity. Without express agreement by the parties, the arbitrator will have no authority to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator will only consider and make decisions with respect to the specific issue(s) submitted and will have no authority to make a decision on any issue(s) not submitted. If the arbitrator finds a violation of the terms of this Agreement, the arbitrator will fashion a remedy. The arbitrator will be without power to make a decision contrary to or inconsistent with or varying in any way the application of laws, rules and regulations having the force and effect of law. The arbitrator will be asked to submit a written decision within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

The decision will be based solely upon the interpretation of the meaning and application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement will be final and binding on all concerned.

- c) The fees and expenses of the arbitrator, the cost of a transcription service, and the cost of the hearing room, if applicable, will be divided equally between SacRT and AFSCME.
- d) Either party may call any employee as a witness. If an employee called as a witness is on duty, they will be released from duty for the purpose of the appearance. The employee will suffer no loss of pay, nor incur overtime. The grievant will be released and similarly compensated.

## ARTICLE 9 – EXPEDITED ARBITRATION

9.01 Expedited arbitration will be used for the resolution of grievances in cases where the parties mutually stipulate to do so.

9.02 The following procedures will apply to all expedited arbitrations:

- a) Except in cases involving discharge of an employee, neither party may be represented by an attorney.
- b) SacRT and AFSCME will each submit 2 calendar days prior to the hearing, a pre-hearing statement to the neutral arbitrator with a copy to the other party, outlining its position and appending whatever exhibits it wishes to present. An employee's attendance record before the month in question will stand as previously determined and will not be subject to further factual dispute.
- c) The presentations of the parties may be made by way of statement by the parties' representatives, presentation of witnesses, or both; but the hearing will be informal and rules of evidence will be liberally construed. A court reporter will transcribe the proceedings, but a transcript will be prepared only upon request of either party and paid for by the requesting party. If the other party requests a copy of the transcript as well, the cost will be divided equally.
- d) Following each case, the neutral arbitrator will moderate a discussion with the objective of achieving agreement between the parties. If the parties cannot agree, the neutral arbitrator will determine the award. The award will be announced orally to the parties, including the employee, and will be documented in writing at the hearing but will not include a written opinion. The award will be final and binding but will not be used as a precedent in any other case.
- e) The fee and expenses of the arbitrator and reporter will be shared equally by the parties. The reimbursement of wages for employees called as witnesses, where the employee has suffered loss of wages, will be paid by the party

calling the witness. Witnesses will be scheduled so as to minimize disruption of SacRT service and AFSCME business.

- f) The parties may select a neutral arbitrator by mutual agreement. If the parties cannot mutually agree upon the selection of an arbitrator, they will request a list of 7 names from the CSMCS. The fee for CSMCS to provide the list will be shared equally by the parties. The parties will flip a coin to decide who will strike first and will then alternately strike names from the list until 1 person is left who will become the arbitrator. If that person is not willing to serve as arbitrator, the parties will request another list(s) and follow the above procedure until an arbitrator is selected.

#### ARTICLE 10 – NO STRIKE – NO LOCKOUT

- 10.01 During the term of this Agreement, neither AFSCME nor its agents or any employee, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with the work and operations of SacRT.
- 10.02 During the term of this Agreement, neither SacRT nor any of its agents, will authorize, institute, aid or promote any lockout of employees covered by this Agreement.
- 10.03 SacRT may discharge or discipline any employee found in violation of paragraph 1, above.
- 10.04 It will not be a violation and will not be a cause for disciplinary action for a covered employee to voluntarily refuse to cross a picket line on any property involved in a primary, bona fide labor dispute.
- 10.05 It will not be a violation of this Section nor cause for disciplinary action if any employee voluntarily crosses a picket line on SacRT property when SacRT is involved in a primary labor dispute.
- 10.06 Nothing contained in this Article will preclude SacRT from obtaining judicial restraint and damages in the event of a violation of this Article.

#### ARTICLE 11 – PROBATIONARY PERIODS

- 11.01 All employees hired into a job classification covered by this Agreement will work in a probationary status for their first 12 months of employment.
- 11.02 Employees who transfer from a classification within SacRT to a new classification will remain in probationary status for the first 12 months of employment in the new classification.

- a) A probationary period may be extended for up to 3 additional months to allow the employee every opportunity to meet the requirements for the new job. Extension of probation will be at Department Director Discretion, with notice to AFSCME. In advance of the end of their scheduled probationary period, SacRT must advise the employee of the intent to extend the probationary period and noting areas requiring improvement for the employee to successfully complete probation. Employees may also have their probationary period extended for unscheduled absences of 10 days or longer (cumulative) on a day for day basis.
- b) Employees who have transferred within the bargaining unit, and who are not successful on probation will have the opportunity to return to their previous classification, if the position has not been filled. Employees who have transferred into the bargaining unit from other SacRT bargaining units, may be offered re-instatement to a vacant previously held position, at SacRT discretion, and in conformance with any other bargaining agreement.

11.03 The probationary period will constitute a trial period during which SacRT will judge the performance, skill, ability, competency, fitness, attendance and other attributes necessary for successful performance of the job. During the training and probationary period, management's judgment as to the qualifications of the employee and the imposition of discipline or discharge will not be subject to the grievance and arbitration procedure.

11.04 SacRT will provide training for employees who are newly hired, promoted, or transferred into classifications covered by this Agreement. The purpose of such training is to prepare the employee to satisfactorily and safely perform the new job according to the processes, policies, procedures and practices established by SacRT. This subsection shall not be grievable.

## ARTICLE 12 – SENIORITY PROVISIONS

### 12.01 Definitions

- a) SacRT Seniority: New employees will be placed on the SacRT Seniority List in accordance with the date they are hired by SacRT.
- b) Classification Seniority: Employees will be placed on the Classification Seniority List in accordance with the date they are hired as, or promoted to, or transferred to a classification covered by this Agreement.
- c) Departmental Classification Seniority: Employees will be placed on a Departmental Classification Seniority List in accordance with the date they are hired, promoted or transferred.

12.02 Employees taken over by SacRT will be placed on all applicable Seniority Lists in accordance with their first date of employment with SacRT.

12.03 No employee will lose their seniority rights due to illness or injury.

## ARTICLE 13 – WORKDAY / WORKWEEK

### 13.01 Workweek Defined

- a) 5/8/40 Workweek: The 5/8/40 work schedule is one in which an employee is regularly scheduled to work a fixed 40 hours in one workweek (7 consecutive days). The employee regularly works 5 eight-hour days with 2 consecutive days off during the workweek (7 consecutive days).
- b) 4/10/40 Workweek: The 4/10/40 work schedule is one in which the employee is regularly scheduled to work a fixed 40 hours in one workweek (7 consecutive days). The employee regularly works 4 ten-hour days with 3 consecutive days off during the workweek (7 consecutive days).
- c) The ability to work a 4/10/40 work schedule is at the sole discretion of SacRT through the Division EMT member and will only be allowed if it benefits the efficiency of operations. If offered, it may be reverted back to a 5/8/40 work schedule with 2 week's notice. This subsection will not be grievable.
- d) Except as provided in c) above, the workweek will commence on Sunday 12:00 a.m. and end on Saturday 11:59 p.m.
- e) This provision does not preclude the parties from mutually agreeing to alternate work schedules pursuant to the PPM.

### 13.02 Workday Defined

- a) A workday will normally consist of a minimum of 8 work hours, exclusive of a 30 minute or 1 hour unpaid lunch, at employee discretion.

### 13.03 Incidental Time Off

- a) Department Manager/Director Decision and Benefit
  - 1) At the sole discretion of an employee's Department Manager/Director, an exempt employee who routinely works over 40 hours during a workweek may be allowed to take a maximum of 4 hours paid time off during a workday.
  - 2) An employee may elect, on a pay period by pay period basis, to accumulate CTO for all overtime hours worked at the appropriate hourly rate for each hour of overtime worked (time and one half or double time). Overtime may occur for call outs or scheduled work on days off or holidays. Once the 40-hour annual maximum CTO limit has been banked, the employee will be paid for all subsequent overtime hours worked. All CTO usage will be pursuant to FLSA guidelines. Employees that have accrued CTO that has not been used as of December 31 of any calendar year may elect to have

that balance paid out as cash at their regular rate of pay at the time of the cash out or deposited into their 457 deferred compensation account. This annual CTO cash out will be paid in the first paycheck in February. The employees' 40-hour annual maximum CTO limit will reset January 1 of any calendar year.

- 3) An eligible employee working less than 4 hours on their regularly scheduled workday will not be eligible for incidental time off on that day.

#### ARTICLE 14 – PROMOTION AND TRANSFER OUTSIDE THE AFSCME BARGAINING UNIT

- 14.01 AFSCME agrees that any employee accepting a promotion, transfer or appointment to a position not covered by the terms and provisions of this Agreement forfeits all representation by AFSCME.
- 14.02 Whether or not the employee subsequently returns to their previous classification is a matter for determination between the affected employee and SacRT, and AFSCME has no jurisdiction in those cases.
- 14.03 An employee who is temporarily or permanently appointed to a position or classification not covered by this Agreement, and who returns to work in their previous classification prior to the lapse of 12 months, will suffer no loss of classification seniority.
- 14.04 The privilege of returning to a classification without loss of prior classification seniority, as provided in Section 17.03, will apply only 1 time to any employee.
- 14.05 At the time any employee is appointed or transferred from, or back into, the bargaining unit, SacRT will provide AFSCME with written notice of same, showing the name of the employee and the effective date of the appointment or transfer.

#### ARTICLE 15 – ACCRUALS FOR TRANSFERRING EMPLOYEES

- 15.01 Accrued Benefits and Floating Holidays
  - a) An employee transferring from a position not governed by this Labor Agreement will retain the accrued vacation and sick leave benefits and floating holidays remaining on the date of transfer as follows: 1) only if such benefit is provided under this Agreement, and 2) it may not exceed the maximum benefit accrual permitted under this Agreement.
  - b) An employee transferring from a position not governed by this Agreement will be subject to the accrual schedule or table applicable to the employee's most recent full-time date of hire with SacRT.



- c) An employee transferring to a position not governed by this Agreement may retain accrued vacation and sick leave benefits and floating holidays if retention is permitted as of the date of transfer under the Labor Agreement applicable to the transferee. If the retention of accrued benefits and/or floating holidays is not permitted by the applicable Labor Agreement, the transferring employee must sell the non-retainable benefit as permitted herein under the rules pertaining to selling such benefits at separation, except for separation at retirement.

15.02 Use and Scheduling of Accrued Benefits and Floating Holidays

An employee transferring from a position not governed by this Agreement, who has retained accrued vacation and sick leave benefits and/or floating holidays, may use those benefits as provided in this Agreement without regard to probationary status, and any leave subject to scheduling may be rescheduled.

ARTICLE 16 – LAYOFF, RECALL AND FURLOUGH

- 16.01 Layoff will be defined as an involuntary separation from employment, due to lack of funds and/or lack of work. If SacRT determines that a layoff and/or a furlough is necessary, SacRT will endeavor to meet with AFSCME 60 days prior to notifying employees of their layoff and/or furlough. The purpose of the meeting will be to discuss the effects of the layoff and/or other options, including furloughs.
- 16.02 When a layoff is deemed necessary, affected employees will be laid off in inverse order of their classification seniority within their department. Employees, whether in multi or single position classifications that are affected by the layoff, may transfer into vacant job classifications within the bargaining unit provided they meet the minimum qualifications for the job. An individual moving into a vacant position will be compensated at the rate of pay for the new job that is consistent with the employee's length of employment, if applicable.
- 16.03 Notification of Layoff  
Written notification will be given to affected employees and AFSCME as much in advance of the anticipated layoff date as possible, but no later than 45 calendar days. Notification will be hand delivered to the employee whenever possible. If the employee is unavailable for hand delivery, notification will be mailed to the employee's most recent address on record at the Human Resources Department. If the Worker Adjustment and Retraining Notification Act (29 USC, Section 2101-2109) is applicable to the layoff, SacRT will provide affected employees notification of at least 60 days.
- 16.04 Recall from Layoff – Employees displaced due to layoff will be placed on a "recall list" for a period of 36 months from date of layoff. If there is a recall,

employees on the recall list will be recalled to work in the job classification from which they were laid off, in inverse order of their layoff. No vacancies within a job classification will be filled by new hires, including Personal Service Contract or Agency Temporary employees, until all employees on layoff from the affected job classification have been given notice and opportunity to return to work. However, SacRT may employ non-bargaining unit workers to perform bargaining unit work when the work or project is funded by a grant that mandates the use of non-employee, outside contract workers.

- 16.05 Notice of recall from a layoff will be sent by Certified Mail, Return Receipt Requested, to the employee's most recent address of record. Employees will be given 14 calendar days from date of receipt of the notice in which to respond to SacRT as specified in the letter. An employee failing to respond within 14 calendar days of receiving the letter, or the letter is returned as "undelivered", will serve to remove the employee from the recall list. Unless the employee can show that the failure to respond was due to circumstances beyond their control.

#### ARTICLE 17 – WAGES

- 17.01 4.3% Steps to be earned on existing anniversary date. Each year's wages Step 1 is equal to top step of supervisor below rounded up to the nearest \$1000. Each year's range thus incorporates the 2% per year increases of the Supervisor below, plus rounding up.

July 1, 2024      Step 1      Step 2      Step 3      Step 4      Step 5      Step 6

Facilities Maintenance Superintendent	\$128,000	\$133,504	\$139,244.67	\$145,232.19	\$151,477.18	\$157,990.70
Materials Management Superintendent	\$128,000	\$133,504	\$139,244.67	\$145,232.19	\$151,477.18	\$157,990.70
Police Services Superintendent	\$125,000	\$130,375	\$135,981.13	\$141,828.31	\$147,926.93	\$154,287.79
Transportation Superintendent	\$125,000	\$130,375	\$135,981.13	\$141,828.31	\$147,926.93	\$154,287.79
LR Maintenance Superintendent	\$132,000	\$137,676	\$143,596.07	\$149,770.70	\$156,210.84	\$162,927.91
Bus Maintenance Superintendent	\$132,000	\$137,676	\$143,596.07	\$149,770.70	\$156,210.84	\$162,927.91
Wayside Maintenance Superintendent	\$143,000	\$149,149	\$155,562.41	\$162,251.59	\$169,228.41	\$176,505.23

July 1, 2025      Step 1      Step 2      Step 3      Step 4      Step 5      Step 6

Facilities Maintenance Superintendent	\$131,000	\$136,633	\$142,508.22	\$148,636.07	\$155,027.42	\$161,693.60
Materials Management Superintendent	\$131,000	\$136,633	\$142,508.22	\$148,636.07	\$155,027.42	\$161,693.60
Police Services Superintendent	\$128,000	\$133,504	\$139,244.67	\$145,232.19	\$151,477.18	\$157,990.70
Transportation Superintendent	\$128,000	\$133,504	\$139,244.67	\$145,232.19	\$151,477.18	\$157,990.70
LR Maintenance Superintendent	\$135,000	\$140,805	\$146,859.62	\$153,174.58	\$159,761.09	\$166,630.81
Bus Maintenance Superintendent	\$135,000	\$140,805	\$146,859.62	\$153,174.58	\$159,761.09	\$166,630.81
Wayside Maintenance Superintendent	\$145,000	\$151,235	\$157,738.11	\$164,520.84	\$171,595.24	\$178,973.84

July 1, 2026            Step 1            Step 2            Step 3            Step 4            Step 5            Step 6

Facilities Maintenance Superintendent	\$133,000	\$138,719	\$144,683.92	\$150,905.33	\$157,394.25	\$164,162.21
Materials Management Superintendent	\$133,000	\$138,719	\$144,683.92	\$150,905.33	\$157,394.25	\$164,162.21
Police Services Superintendent	\$130,000	\$135,590	\$141,420.37	\$147,501.45	\$153,844.01	\$160,459.30
Transportation Superintendent	\$130,000	\$135,590	\$141,420.37	\$147,501.45	\$153,844.01	\$160,459.30
LR Maintenance Superintendent	\$137,000	\$142,891	\$149,035.31	\$155,443.83	\$162,127.92	\$169,099.42
Bus Maintenance Superintendent	\$137,000	\$142,891	\$149,035.31	\$155,443.83	\$162,127.92	\$169,099.42
Wayside Maintenance Superintendent	\$148,000	\$154,364	\$161,001.65	\$167,924.72	\$175,145.49	\$182,676.74

17.02 Call Out Pay

- a) In the event it is necessary for an employee to leave home in order to respond to a trouble call or emergency, from the time of leaving home until returning home is considered paid time and will be compensated at the overtime rate at a minimum of 2 hrs or actual time, whichever is greater.
- b) In the event it is necessary for an employee to take work phone calls while off duty, they shall be compensated as follows:
  - 1) For calls lasting 7 minutes or less, this will be considered de minimus, and shall not result in compensation.
  - 2) Calls lasting 8 minutes or more shall be paid 15 minutes at the overtime rate, or actual, whichever is greater.
  - 3) Multiple calls received off duty on the same calendar day shall be combined and total time of 8 minutes or more shall be paid 15 minutes at the overtime rate, or actual, whichever is greater.

17.03 Acting Appointment

Acting appointments may be used to fill budgeted positions as follows. Such appointments shall not normally exceed 90 calendar days and must be approved in writing by the appropriate Vice President. Acting appointments greater than 90 days require the written approval of the General Manager/CEO.

- a) An employee in an acting appointment for vacancies shall have their compensation adjusted upward by 10% or to the minimum of the appointed classification salary range, whichever is greater, effective on the date of the appointment.
- b) If, during the period of the acting appointment, the employee's anniversary date occurs, they will be subject to the applicable increase provided herein elsewhere.

- c) An acting appointee, who subsequently becomes the regular incumbent, shall have time served in the position credited toward the probationary period.
- d) Upon the conclusion of an acting assignment, the employee will be returned to their prior job classification and compensated at the rate adjusted for interim salary rate increases incurred during the acting appointment, not to exceed the maximum of the salary range.
- e) Acting appointment for short term to cover vacations, medical leaves, sick days etc, will be compensated at a rate of 5% differential during the time a Superintendent is doing Director or above duties.

17.04 Work Attire and Equipment

SacRT agrees to provide an annual stipend of \$250 towards the purchase of safety boots and any necessary equipment or clothing necessary to perform each employee's duties. Stipend shall be paid in the last pay period of December of each year.

17.05 Effective Date of Anniversary Step Rate Changes

Upon completion of probation, and each anniversary step thereafter, the pay increase shall take effect the beginning of the pay period inclusive of the anniversary date.

17.06 All external new hires or internal promotions into this bargaining unit shall be placed at Step 1 upon hire/promotion. For the duration of this CBA, no existing Superintendent will be passed by any external new hires or internal promotions into this bargaining unit.

ARTICLE 18 – PAYCHECKS AND DEDUCTIONS

18.01 SacRT agrees to issue paychecks on the 10<sup>th</sup> and 25<sup>th</sup> day of each month except when such dates fall on a Saturday, Sunday or holiday, when paychecks will be issued on the preceding day.

18.02 Effective July 1, 2024, AFSCME agrees to allow SacRT to move to a Bi-Weekly Pay Period as soon as administratively practicable. SacRT agrees to notice AFSCME in writing 30 days in advance of any proposed change and will meet and confer over the impacts of the change prior to implementation.

18.03 Check stubs will indicate itemized deductions.

- 18.04 Payroll deductions will be made as billed. If billed once per month, they will be deducted from 1 payday per month. If billed twice a month, they will be deducted from 2 paydays per month. SacRT will not subdivide any billings, but will distribute various deductions to each of the 2 paydays per month so as to equalize as nearly as possible the total deductions for the 2 paydays each month.
- 18.05 Pay dates may be changed by mutual agreement.
- 18.06 Employees will be required to have automatic payroll deposit.

## ARTICLE 19 – PAID HOLIDAYS

### 19.01 Holidays Observed

SacRT holidays that fall on a Sunday will be observed the following Monday. Employees will receive 8 hours holiday pay for a SacRT holiday that falls on a Saturday. SacRT holidays observed annually are:

- New Year's Day
- Martin Luther King Jr's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Five "Floating" holidays
- Four Hours or ½ Day (Floating Holiday)

### 19.02 Holiday Pay

- a) Except as otherwise required by law, an employee must be at work or in an approved paid leave status on the last workday prior to and the first workday after the holiday in order to receive holiday pay.
- b) Pay for a holiday is computed at the employee's regular hourly rate of pay.
- c) An employee that is called into work on a paid holiday will be compensated at two times their hourly rate of pay. An employee required to take a phone call or respond to text or email on a holiday will receive 2 hours of compensatory time off (CTO).
- d) Holidays Occurring During Vacation – In the event one of the above listed holidays occurs during an employee's vacation, at the discretion of the Departmental Director, the employee may:

- 1) Receive holiday pay, in addition to vacation pay, with no additional time off, or:
- 2) The vacation day may be rescheduled to a date mutually acceptable to the Departmental Director and the employee.

### 19.03 Floating Holidays

#### a) New-Hire Employee Eligibility For Floating Holidays

An employee will be eligible for 5 Floating Holidays if hired in the first 3 months (January through March) of the calendar year, 4 Floating Holidays if hired in the second 3 months of the calendar year (April through June), 3 Floating Holidays if hired in the third 3 months of the calendar year (July through September) and 2 Floating Holidays if hired in October or November of the calendar year.

#### b) Thereafter Eligibility For Floating Holidays

Five floaters will be available in January of each calendar year. Floating Holidays will be scheduled to be taken in 8 hour increments.

#### c) Employees Leaving The Employ Of SacRT

An employee leaving the employment of SacRT will receive holiday pay for unused Floating Holidays.

#### d) Use During Leave Of Absence

An employee may use Floating Holidays as compensation when off work on a leave of absence when such use is permitted by the terms of the leave, as set forth elsewhere in this Agreement.

#### e) Floating Holiday Cash-Out

An employee may request by submitting a Floating Holiday Cash Out Form to be paid the cash value of some or all of unused Floating Holidays. The calculation of the cash value will be made based upon the employee's salary in effect on the date the employee makes their written request for such payment.

## ARTICLE 20 – PAID VACATION

### 20.01 Accrual Rates

Paid vacation based upon completed continuous years of service with SacRT, in accordance with the following schedule:

<u>Employment</u>	<u>Hours</u>	<u>Vacation Pay</u>
1 – 3	80 hours	2 weeks
4 – 9	120 hours	3 weeks
10 – 14	160 hours	4 weeks
15 – 24	200 hours	5 weeks
25 & over	240 hours	6 weeks

20.02 Proration – If an employee terminates employment before the end of a calendar year, Vacation Eligibility will be prorated based upon 1/12 of a full year's entitlement for each completed month of active service.

20.03 Vacation Pay

- a) Vacation pay will be based upon an employee's regular rate of pay at the time the vacation is taken.
- b) If an employee severs employment with SacRT for any reason, the employee will receive payment for all accrued vacation with separation pay.

20.04 Vacation Accrual

- a) Active Service – For the purpose of applying this language, “active service” is defined as time spent at work in a regular paid status as well as paid vacation, paid holidays, and/or paid sick leave. “Active service” does not include any other hours paid for accrued benefits except those specifically mentioned above.
- b) Monthly Accrual – An employee must be in the “active service” of SacRT, as defined above, at least 88 hours or more in any calendar month to receive a vacation credit for that month.
- c) Maximum Accumulation – The maximum accrual of vacation will not exceed that which can be earned by an employee in 3 years.

For employees with a SacRT hire date on or after January 1, 2015, the maximum accrual of vacation will not exceed that which can be earned by an employee in 2 years.

20.05 Vacation Sellback

- a) Vacation Sell-Back for Cash



No later than December 31 in any calendar year, an employee may request, in writing to Payroll, to be paid the cash value of up to 80 hours of vacation the employee is scheduled to accrue in the subsequent calendar year, so long as the employee has 80 hours of unused accrued vacation available on October 31 of the calendar year in which the request is made.

- 1) Human Resources will send a written notice of employees who are eligible to sell-back future vacation accruals, notifying the employee of their eligibility to participate in the program and providing the employee with an election form. Employees will have until close of business on December 31<sup>st</sup> to submit their written request for the sell-back of future vacation accruals in the following calendar year. If the employee fails to turn in the election form or turns it in after close of business on December 31, no amount of the vacation earned in the following calendar year will be paid out in cash, unless the employee uses the vacation hours or terminates employment with SacRT.
- 2) In compliance with the Internal Revenue Service's requirements, once the election to sell-back future vacation accruals is made, the employee may not rescind the election and must take the cash out.
- 3) The employee will be paid for the accrued vacation hours in the pay period following the accrual of the total number of vacation hours the employee requests to sell-back. In no event may the sell-back occur later than the December 25<sup>th</sup> pay period of the year in which the vacation hours were accrued. The employee will be paid for future accrued vacation hours based upon the hourly rate of the employee in effect on the date the hours are accrued.

b) Vacation Sell-Back to Deferred Compensation Account

An employee with 10 through 16 years of continuous service as of December 31 of the previous year may annually sell-back 40 hours of accrued, available vacation. An employee with 17 or more years of continuous service as of December 31 of the previous year may annually sell-back up to 120 hours of accrued available vacation. Sell-back under this provision is for the express purpose of depositing into the employee's Deferred Compensation Account.

- 1) In January of each year, employees will receive an eligibility form stating that the employee is eligible to sell-back accrued vacation hours into their 457 Deferred Compensation Account. The notice will notify the employee of the maximum number of hours the employee has available to sell into their 457 Deferred Compensation Account. Employees desiring to sell-back the eligible amount of vacation hours into their 457 Deferred Compensation Account must submit the form to Payroll no later than the last business day of February of each year.

- 2) To participate in the sell-back into Deferred Compensation Program, the employee must be enrolled in SacRT's sponsored 457 Deferred Compensation Program by the end of February of the year in which participation is intended. The transfer of the vacation hours sold back by the employee into their 457 Deferred Compensation Accounts will occur on the March 25<sup>th</sup> payroll period.

20.06 Vacation Sell Back at Retirement

- a) Employees leaving the employment of the SacRT for any reason will receive the value of their accrued but unused vacation hours at the time of separation which may be taken as part of their separation pay or deposited in their Deferred Compensation Account.
- b) Employees with a SacRT hire date prior to December 30, 2014 may have the cash value of accrued but unused vacation hours included as income for purposes of determining the employee's final compensation for retirement.

20.07 Vacation Utilization

- a) If approved by a Department Manager, vacation or Floating Holiday(s) may be used for absences not covered by other approved leaves of absence.
- b) A new hire employee may use accrued vacation after 1 continuous month of employment.

20.08 Vacation Selection

- a) Vacation requests will be made directly to the employee's Department Director and generally should be submitted at least 72 hours prior to intended use.

ARTICLE 21 – PERSONAL LEAVE OF ABSENCE

21.01 An employee may be granted leave on a case-by-case basis for other personal reasons not mentioned specifically herein. Requests for such leave will be reviewed by SacRT management for compelling and personal reasons, which necessitate the employee's absence from work, and to determine that granting said leave will not impair the operational needs of the department.

21.02 Personal Leaves of Absence will be for no longer than 30 days, without approval from the Division EMT.

21.03 For SacRT to consider a request and make scheduling adjustments, a written request specifying the reason(s) for the leave and the duration must be submitted to the department manager/director as far in advance as possible. In any event, a written request of at least 5 days is required except where the circumstances of the request dictate otherwise.

- 21.04 A request for leave of absence will be either granted or denied in writing by the department manager/director. Leave requests that are granted will specify the specific terms of the leave and date the employee is expected to return to work. All requests and responses are to be forwarded to the HR Department for filing in the employee's personnel file.
- 21.05 A request for leave of absence will be either granted or denied in writing by the department manager/director. Leave requests that are granted will specify the specific terms of the leave and date the employee is expected to return to work. All requests and responses are to be forwarded to the HR Department for filing in the employee's personnel file.
- 21.06 An employee may request an extension of a leave of absence through the Division EMT Member. SacRT reserves the right to approve or deny such requests at its discretion. Extensions will be made in writing and forwarded to the HR Department for filing in the employee's personnel file.
- 21.07 A personal leave of absence may be paid or unpaid. An employee may use applicable leave credits to receive pay during a leave of absence. An employee who requests an unpaid leave of absence or who has insufficient leave credits in an applicable leave category may be granted an unpaid leave of absence.

#### ARTICLE 22 – BEREAVEMENT LEAVE

- 22.01 All employees shall be granted 5 days of employer paid leave on account of death of any member of his/her immediate family. Immediate family shall be defined as an employee's spouse, children (including adopted children of either spouse) grandchildren of either spouse, parents, brothers or sisters of either spouse, natural grandparents of either spouse, and two family members acting "in loco parentis" To be eligible for bereavement leave, an employee must have been employed for at least 30 days before taking the leave. Bereavement Leave does not need to be used consecutively but must be used during the three months after the death of the person for whom employee is taking leave. All employees must provide documentation of the death within 30 days of the first day of the bereavement leave, if requested.

#### ARTICLE 23 – JURY DUTY LEAVE

- 23.01 An employee required to perform jury duty, including Grand Jury duty, will be entitled to reimbursement at the employee's straight-time hourly rate for the work hours necessarily lost due to serving on the jury, provided however, that such reimbursement will not exceed 8 hours per day or 40 hours per week, less pay received for jury duty. Subject to the additional requirements listed below, an employee on an authorized alternate work schedule will be paid up to the number of hours scheduled for work. The employee will be required to

furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received.

23.02 The employee will report for work if jury service ends on any day in time to permit at least 4 hours work in that workday.

23.03 The above provisions apply to the employee on days the employee is required to report for jury duty, even if not selected to serve as a jury member.

## ARTICLE 24 – MISCELLANEOUS LEAVES OF ABSENCE

### 24.01 Subpoened Witness

- a) An employee subpoenaed to appear as a witness before any court, or Administrative, Executive, or Legislative Tribunal, which is vested by law with powers of subpoena and territorial jurisdiction in any state within the United States, will be entitled to leave with pay, provided the employee has sufficient vacation and/or floating holiday credits to cover the period of absence.
- b) An employee subpoenaed to appear as a witness in a matter within the course and scope of their employment with SacRT will be entitled to leave with pay without requiring use of accrued credits.
- c) All time off work will be verified for pay purposes by providing the department manager/director with a copy of the subpoena and documentation from a responsible officer of the court of court attendance.

### 24.02 Military Leave

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

reasonable under the circumstances. Exceptions will be made where such notice is impossible, unreasonable or precluded by military necessity.

- d) Paid Leave – An employee receiving compensation for paid leave for military service or training and using the leave for purposes not authorized by applicable federal or state law will be subject to disciplinary action.

#### 24.03 UNION Leave

- a) An employee's election as an officer, or member of the Executive Board of AFSCME, or appointed to act on AFSCME business will be considered good and sufficient reason for a leave of absence. Notice of the need for leave will be provided to SacRT as far in advance as practicable to provide for adequate work coverage, and no less than 30 days prior.
- b) An employee elected or appointed to a full-time position with AFSCME (an employee of AFSCME) will be granted a leave of absence for the duration of their term in office, which may be extended upon official written request for up to 2 years. During such leave of absence, an employee's classification seniority will continue to accrue and upon return from such leave of absence, the employee will be reinstated into the former classification in accordance with seniority, at the then current rate of pay. A returning employee will begin accruing sick leave as a new-hire and vacation time at the rate consistent with years of service as determined by seniority level.

#### 24.04 Long Term Medical Leave Due to Illness or Injury

Long Term Medical Leave will be provided pursuant to the PPM, Article 12, Section 12.06, and all relevant state and federal leave statutes.

#### 24.05 Pregnancy Disability Leave

- a) Pregnancy Disability Leave is governed by the California Government Code. If an employee is deemed by a physician to be disabled because of pregnancy, childbirth or a related medical condition, the employee may take a leave of absence of up to 4 months (exclusive of other statutorily protected time off available under CFRA/FMLA). Additional information about the statute can be obtained by contacting the Human Resources Department.
- b) Time off for Pregnancy Disability Leave may be compensated by using the employee's accumulated sick leave, CTO, Floating Holidays and vacation, in that order.

#### 24.06 Family and Medical Care Leave (FMLA/CFRA)

- a) An employee having worked at least 1,250 hours in the previous 12 months may be eligible for a leave of absence for up to 12 weeks within 12 consecutive months, for the following reasons:
  - 1) The birth of a child of the employee; the placement of a child with the employee in connection with the adoption or foster care placement of the child; or
  - 2) To care for the employee's child, parent or a spouse who has a serious health condition; or
  - 3) To care for the employee's own serious health condition, which renders them unable to perform any one or more of the essential functions of the job.
- b) Leave time need not be taken on a consecutive basis if certified by a physician as being necessary to be taken intermittently. Either way, the total leave time taken during 12 consecutive months is limited to 12 weeks.
- c) If both parents are employed by SacRT, pursuant to CFRA, the available 12 weeks of leave following the birth or placement of a child, may be used by each parents..
- d) It is the intent of SacRT to comply with all applicable laws and regulations. An employee desiring more information on the certifications necessary to obtain leave or other details about the law may contact the Human Resources Department.
- e) Time off for Family and Medical Care Leave may be compensated by using the employee's accumulated sick leave, CTO, Floating Holidays and vacation. FMLA leave may be taken unpaid at the employee's discretion.

#### 24.07 California Paid Family Leave

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

#### 24.08 California State Disability Insurance (SDI)

- a) The Employment Development Department (EDD) administers the California State Disability Insurance (SDI) Program. This program is available to California workers paying SDI taxes. The program affords California workers the ability to replace lost wages due to off the job injuries/illnesses. Employees who are experiencing a temporary disability such as illness, injury (either

physically or mentally), elective surgery, pregnancy, childbirth, or related medical conditions that prevent them from performing their regular job duties may submit a claim form to EDD to receive partial wage replacement benefits. For on the job injuries/illnesses, employees must contact the Risk Management Unit in the Human Resources Department to file a claim.

#### 24.09 Federal Service Member Family Leave

For employees with a family member currently serving in the Armed Forces, National Guard, or Reserves, will be eligible to take leave up to 26 weeks in a single twelve-month period for one of the following qualifying reasons:

- a) To care for an injured or ill service member; or
- b) To take leave for a “qualifying exigency;” or
- c) To spend time with spouse while spouse is on deployment leave due to a “military conflict.”

This leave can be granted for up to 12 workweeks or 480 hours per a rolling 12-month period. The employee must submit the required medical leave forms to have time off during this period designated as FMLA/CFRA. If the employee fails to do so, time off will not be designated as FMLA/CFRA and will be subject to applicable provisions of SacRT’s policies and Labor Agreements.

#### 24.10 California Service Member Family Leave

Employees with a spouse or registered domestic partner who is a member of the Armed Forces, National Guard, or Reserves will be eligible to take leave to spend time with their spouse who is on leave from deployment during a period of “military conflict.” Leave can be granted for up to 10 days of unpaid time off. To qualify, the employee must:

- a) Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserve who has been deployed during a period of military conflict;
- b) Work at least 20 hours per week for SacRT;
- c) Provide SacRT with notice of employee’s intention to take the leave within 2 business days of receiving official notice that the spouse or registered domestic partner will be on leave from deployment; and
- d) Submit written documentation to SacRT certifying that employee’s spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

The employee must submit the required medical leave forms to have time off during this period designated as FMLA/CFRA. If employee fails to do so, their time off will not be designated as FMLA/CFRA and will be subject to applicable provisions of SacRT's policies and Collective Bargaining Agreements.

24.11 Working While on Leave – An employee who accepts gainful employment, including operating a business of their own, while on leave of absence terminates employment with SacRT unless such employment is approved in writing by both SacRT and AFSCME prior to such employment.

24.12 Obtaining Leave Under Misrepresented Conditions – An employee obtaining, or attempting to obtain, a leave under misrepresented conditions will be subject to disciplinary action, up to and including termination from employment. Disciplinary action will be subject to the grievance procedures.

24.13 Reinstatement at the End of Leave

- a) An employee returning to work at the conclusion of a leave of absence will be reinstated to their employment status, position and working conditions as would have existed had the leave not been taken, provided the return is within 18 months.
- b) An employee failing to report to work after the expiration of their leave of absence will be presumed to have terminated their employment with SacRT unless such failure to report, personally or through someone else, was due to circumstances beyond their control.
- c) At the conclusion of the leave, SacRT will send a certified letter, return receipt requested, to the employee with a copy to AFSCME stating that the employee has 10 working days in which to reply to the termination letter. If no timely reply is received, then the termination will be effective on the date the leave ended. Disciplinary action is subject to the grievance procedures.

## ARTICLE 25 – UNION BUSINESS – CONTRACT ADMINISTRATION

25.01 SacRT and AFSCME will have their respective authorized representative's meet on all grievances that may arise during the life of this Agreement. A list of authorized AFSCME and SacRT representatives will be provided to each other in writing and kept current. The AFSCME Business Agent will be permitted to transact business on the premises of SacRT during working hours but will not unreasonably delay any employee during their work time.

25.02 AFSCME will notify SacRT as soon as possible, but at least 16 hours in advance, when an employee is needed to meet with SacRT. AFSCME and SacRT will cooperate in minimizing the time away from work for investigating, processing, presenting and/or adjusting grievances. Work time lost by AFSCME



designees meeting with SacRT representatives in grievance meetings will be paid by SacRT at the employee's straight time hourly rate.

25.03 Authorized AFSCME representatives, who are employees of SacRT, conducting AFSCME business in the administration of this Agreement are subject to all rules and regulations regarding the conduct of employees on the premises of SacRT.

25.04 Should AFSCME or SacRT desire to discuss any general labor-management problems not pertaining to grievances, a meeting will be arranged upon request. Paid time lost by an employee for performing AFSCME duties will not effect years of service or earning averages for pension purposes.

25.05 Release Time and Pay for Negotiations

a) AFSCME Officers will be paid for all time spent to meet with SacRT to negotiate changes to this Agreement or new conditions not covered in this Agreement.

b) The AFSCME Negotiating Team will be defined by AFSCME. AFSCME will be granted release time for up to three (3) members per negotiating session.

c) All bargaining sessions will be scheduled at mutually agreeable dates and times.

25.06 Protected Activity

a) SacRT will not interfere with, intimidate, coerce, harass, or discriminate against any employee represented by the AFSCME Superintedents Bargaining Unit because of their exercise of their rights under the applicable Collective Bargaining laws and/or the Memorandum of Understanding between the Sacramento Regional Transit District and AFSCME, District Council 57, AFL-CIO.

ARTICLE 26 – LABOR – MANAGEMENT MEETINGS

Joint Labor – Management meetings will be scheduled as needed upon request, at a mutually convenient time and place for the purpose of improving communication and promoting harmony and cooperation between SacRT and AFSCME. AFSCME may have up to 3 members at the meetings. Employees attending the meetings during their work time will not lose compensation.

ARTICLE 27 – Flex Time

27.01 Flex time between the hours of 6am-6pm for pre-scheduled appointments by starting earlier or ending later than the employee's regular shift shall not be unreasonably denied.

27.02 Flexing off a day during the same work week in which an employee is required to work a full day on a weekend or holiday shall not be unreasonably denied.

## ARTICLE 28 – SICK LEAVE

### 28.01 Sick Leave – Definition

An employee will be entitled to use Sick Leave Benefits if unable to report for, or to perform their duties because of personal illness, doctor or dental appointments when necessary, injury, or confinement for medical treatment.

### 28.02 Eligibility

An employee may use their accrued sick leave following it being credited to their Sick Leave Account. There is no waiting period before one may use accumulated sick leave hours. Unpaid sick leave is prohibited, except when utilizing protected leaves or on approved leaves of absence.

### 28.03 Sick Leave Accrual

- a) Active Service – "Active service" is defined as time spent in a paid status.
- b) Monthly Accrual – An employee must be in the active service of SacRT, as defined above, at least 88 hours in any 1 calendar month to receive 8 hours of sick leave credit for that month. An employee may earn a yearly maximum accrual of 96 hours (12 days) of sick leave.
- c) Maximum Accumulation – All employees have a maximum accrual of 576 hours. For these employees, any accrual at the end of a calendar year that exceeds 480 hours will be converted to a cash value which will be deposited into a 401(a) account for the employee.

### 28.04 Use During Leaves Of Absence

An employee may use accumulated sick leave as compensation when off work in accordance with the provisions for leaves of absence, as provided elsewhere in this Agreement.

### 28.05 Sick Leave Sellback at Retirement

- a) The following will apply to employees hired by SacRT prior to December 30, 2014:

An employee retiring from SacRT may choose to receive the cash value of the unused sick leave as follows:

- 1) An employee who has been employed by SacRT for 7 through 14 years and retires from employment pursuant to the provisions of the Retirement Plan (early, normal or disability), will be eligible to sell back 40% of accumulated sick leave on record at the date leaving active service. The value of which will be used for determining a retirement benefit.
  - 2) An employee who has 15 years or more of SacRT service, may sell up to 480 hours or 75% of accumulated sick leave, whichever is greater, upon separating from active service, the value of which will be used for determining a retirement benefit, if applicable.
- b) The following will apply for employees with SacRT hire date on or after December 30, 2014:

An employee retiring from SacRT may choose to receive the cash value of the unused sick leave as follows:

- 1) An employee with less than 10 completed years of employment with SacRT is ineligible to cash out accrued Sick Leave balance at the time of retirement.
- 2) An employee that has been employed by SacRT in excess of 10 years and retires from employment pursuant to the provisions of the Retirement Plan, will be eligible to sell back a maximum of 480 hours of accumulated sick leave on record at the date leaving active service for retirement.
- 3) If an employee is retiring from SacRT with an excess of 10 years of service and retires under the Disability Retirement provisions of SacRT's Retirement Plan as a result of sustaining an industrial illness or injury during the course of employment, the employee will be eligible to sell back 480 hours.

#### 28.06 Sick Leave Cash Out in the Event of Death of the Employee Prior to Retirement

For any employee who is vested in the retirement system that passes away prior to being able to retire, 100% of their accrued sick leave shall be cashed out and paid to their designated beneficiary for their final check.

#### 28.07 Sick Leave Verification

- a) Employees using more than 3 consecutive days of sick leave, must provide a return to work duty status report showing they are able to return to full duty.
- b) Employees who use less than 24 paid sick leave hours in any given calendar year will be awarded 8 additional leave hours added to the vacation bank. Staff

who use 8 or less paid sick leave hours in any given calendar year will be awarded 16 additional leave hours added to the vacation bank.

c) Employees using unpaid/unauthorized/unprotected leave will be subject to the following discipline progression:

- 1 incident in rolling 12 months- Oral Reminder
- 3 incidents in rolling 12 months-Written Warning
- 5 incidents in rolling 12 months- Written Reprimand
- 7 incidents in rolling 12 months- Final Warning/Last Chance
- 9 incidents in rolling 12 months- Termination

## ARTICLE 29 – SUPPLEMENTAL SICK LEAVE ACCOUNT

### A. Purpose

The purpose of this program is to provide for an extended paid leave of absence for employees who would not otherwise be eligible for a paid leave of absence. Any 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.

### B. Catastrophic Illness or Injury Defined

A catastrophic illness or injury is a serious/extended illness or injury which is expected to incapacitate the employee, and which creates a financial hardship because the employee has exhausted all sick leave and other leave credits. Catastrophic illness or injury may also include an incapacitated family member if this results in the employee being required to take time off from work for an extended period to care for the family member and the employee has exhausted all sick leave and other leave credits.

The prolonged illness or injury precludes the employee from working some or all of the assigned work hours and results in financial hardship of at least two weeks without pay. The HR Department will make the final determination on the type of illness or injury and situation to determine if the employee qualifies for the catastrophic leave program.

### C. Eligibility

An employee will not be eligible to donate accrued sick leave if the employee's accrued sick leave balance would decline below 40 hours after making such a donation.

## ARTICLE 30 – FITNESS FOR DUTY MEDICAL EXAMINATION

- 30.01 SacRT may require an employee at any time as a condition of continued employment, to undergo a medical examination to determine the mental or physical fitness of the employee to perform the duties of the job. The expense of the examination will be borne by SacRT. The physician scheduled to conduct the examination will be selected from the panel of Qualified Medical Evaluators (QME) maintained by the State of California, practicing in the medical specialty relevant to the employee.
- 30.02 Should the result of the examination reveal a temporary disability with a prognosis that the employee is expected to return to their regular job duties, the employee will be placed on Long Term Illness or Injury Medical Leave of Absence until returned to work or the expiration of the leave. The employee is required to fully cooperate with the physician and comply with their physician's prescribed treatment.
- 30.03 Should the result of the examination confirm or reveal that the employee is disabled from returning to their job duties, the employee will be referred for evaluation and determination as to whether or not alternative work is available, or processed for a medical separation from employment or disability retirement, if applicable.
- 30.04 In the event there is a difference in medical opinions between the employee's physician and the chosen Fitness for Duty Physician as to the employee's fitness to work, a third medical evaluation will be conducted. The physician will be jointly selected by SacRT and AFSCME from the State QME list of physicians practicing in the medical specialty pertinent to the employee's condition. The cost of this medical evaluation will be sponsored by SacRT. The decision of the selected physician will be final and the employee's case will be handled pursuant to either paragraph 2 or 3, above, as appropriate.
- 30.05 Notwithstanding the provisions of this Article, nothing herein will be interpreted or applied in a manner which conflicts with SacRT's obligations under applicable federal or state statute(s).

#### ARTICLE 31 – LIGHT DUTY

- 31.01 Temporary Light Duty – SacRT will consider written requests for light duty work by employees, or may independently provide light or modified duty to employees who have become temporarily unable to perform the full functions of their regular job, subject to the following provisions:
- a) The employee's temporary light duty restrictions have been documented by their physician.

- b) Temporary light duty work may be made up of duties within a single classification or a combination of duties from an assortment of classifications put together to make the job.
- c) The employee's and/or SacRT physician has reviewed and certified that the light duty tasks are within the employee's physical limitations and will not aggravate the employee's condition. In the event of a dispute due to differing medical opinions (non-industrial illness/injury), the matter will be resolved by submitting it to another physician mutually agreed upon by SacRT and AFSCME. This physician's determination will be final. Resolution of disputes pertaining to industrial illnesses or injuries will be resolved pursuant to the guidelines mandated by state law under the provisions of the California Labor Code.
- d) The employee will be paid their regular hourly rate of pay for all light duty work performed.
- e) An employee offered temporary light duty work pursuant to the foregoing may not refuse the work.
- f) Nothing in this Article 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 32 – INDUSTRIAL ILLNESS OR INJURY

- 32.01 An employee suffering an industrial illness or injury on duty will receive pay for their full assignment on the day of the injury.
- 32.02 Any employee injured on duty as the result of an assault or non-preventable collision with another vehicle while operating a SacRT vehicle will be entitled to supplemental wage benefits as follows:
- a) The employee will be paid 8 or 10 hours' time, depending on their shift, for each scheduled work day lost during the waiting period until Workers' Compensation Benefits Payments begin. After the waiting period, the employee will receive from SacRT the difference between the Workers' Compensation Benefits Payments and 8 or 10 hours pay for each scheduled workday lost for the first 3 months of regularly scheduled days of absence. These supplemental benefits will not be charged against the employee's sick leave accumulation.
- 32.03 An employee off work due to an industrial illness or injury other than as defined Section 32.02 above may draw from their sick leave accumulation, an amount to

bring their compensation for each regularly scheduled workday of absence to 8 or 10 hours' time, depending on their shift.

- a) The use of sick leave integrated with Workers' Compensation Benefits will begin with the first work day of absence following the date of the illness or injury. The sick leave use will end when either the employee is returned to work or the sick leave accumulation has been exhausted. When using sick leave in conjunction with receiving Workers' Compensation Benefit Payments, the total daily amount of integrated compensation will not exceed 8, 9 or 10 hours, depending on the shift, at the employee's straight time hourly rate.
- b) If an employee has no sick leave accrual, they may draw compensation from accrued vacation, Floating Holidays or CTO (if applicable) during the period of absence.

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

#### ARTICLE 33 – INSURANCE BENEFITS

33.01 Medical Insurance – SacRT will provide CalPERS Medical, for all full-time employees covered by this Agreement and their eligible dependents as follows:

- a) The premiums for the insurance coverage will be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus option provided for the Sacramento area. The employee copayment toward their insurance coverage will be no less than 10% of the monthly premium rate for the selected plan and election (Self, Self +1, or Self +2) for the Sacramento area. An employee selecting a plan less costly than the benchmark plan will still be subject to paying 10% of the monthly premium cost of that plan. The maximum monthly amount paid by SacRT will not exceed 90% of the monthly benchmarked premium. Employees electing coverage in a plan which is more costly than the benchmark plan, will pay the difference in the amount paid by SacRT and the cost of the selected plan. Employees may change their insurance coverage, add or drop dependents, or make other benefit adjustments subject to the terms of the policies between SacRT and CalPERS Medical.
- b) Services may not be changed from CalPERS without meeting and conferring with AFSCME.
- c) Cash in Lieu of Medical Coverage

The voluntary Cash in Lieu of Medical Coverage Program is available to all full-time employees who provide proof of minimal essential coverage. An employee electing to participate will forego medical insurance coverage and will receive one-half of the cash value of the Kaiser Sacramento Area

“Employee Only” premium. This additional income is taxable and the employee must have medical insurance through another source (e.g. spouse or a previous employer).

1) New Hire/Annual Enrollment Period – A newly hired employee must enroll within 60 days of the hire date. Thereafter an employee electing to participate may enroll during the annual CalPERS open enrollment period. Retroactive enrollment is not permissible. An employee already enrolled in the program, who promotes into a covered classification, will have no interruptions in benefits.

2) Once an employee is enrolled in the program, participation may continue year to year unless the employee elects to discontinue participation during the open enrollment period; the employee has an allowable family status change as defined by IRS regulations; or the employee is found to be disqualified for benefits under this coverage. SacRT may request verification from the employee of continuing participation in a medical insurance plan through another source. The employee must provide satisfactory documentation of such participation within 15 calendar days of the request.

3) If an employee’s alternate medical coverage is discontinued after the open enrollment period, the employee may re-enroll in SacRT medical insurance if the employee:

- i. Completes and submits an enrollment application within 30 days after losing coverage; and
- ii. Meets the requirements for family status changes.

4) The Benefits Unit in Human Resources may be contacted for enrollment and additional information regarding this coverage.

33.02 Dental Insurance – During the term of this Agreement, SacRT will provide dental insurance at no cost to each covered full-time employee and eligible dependents. Insurance coverage is currently provided through Delta Dental Insurance and the benefits are subject to the terms of the policy between SacRT and the insurance company. No plan benefits may be changed without meeting and conferring with AFSCME.

33.03 Vision Care Insurance – During the term of this Agreement, SacRT will provide vision care insurance at no cost to each covered full-time employee and their eligible dependents. Insurance coverage is currently provided through Vision Service Plan (VSP) and the benefits are subject to the terms of the policy between SacRT and the insurance company. No plan benefits may be changed without meeting and conferring with AFSCME.



- 33.04 Life Insurance – During the term of this Agreement, SacRT will provide Life and Accidental Death and Dismemberment Insurance at no cost to each covered full-time employee, the employee’s spouse, and eligible dependents. Coverage for each employee is for \$100,000, \$20,000 for spouse and \$10,000 for eligible dependents. The provision of all benefits is subject to the terms of the policy between SacRT and the insurance company. Those benefits and the provider of said benefits may be changed by SacRT should the policy premium or level of service be more competitive, provided the plan benefits would be substantially identical to those currently afforded. No plan benefits will be changed without meeting and conferring with AFSCME. The imputed income of employer paid insurance benefits above the IRS threshold will result in a variable amount of federal taxes to the employee.
- 33.05 Long-Term Disability Insurance – During the term of this Agreement, SacRT will provide Long-Term Disability (LTD) Insurance at no cost to each covered full-time employee. The provision of the benefit is subject to the terms of the policy between SacRT and the insurance company. No plan benefits may be changed without meeting and conferring with AFSCME.
- 33.06 Supplemental Life Insurance – During the term of this Agreement, SacRT will provide optional Supplemental Life Insurance coverage for each covered full-time employee, the employee’s spouse and child(ren). Participation in the insurance coverage is at the election of the employee and premium cost for the coverage is paid by the employee through monthly payroll deduction. Spousal coverage is limited to 50% of the coverage amount selected by the employee (not to exceed \$50,000). The provision of the benefits is subject to the terms of the policy between SacRT and the insurance company. No plan benefits may be changed without meeting and conferring with AFSCME.
- 33.07 Qualification for Benefits – For purposes of qualifying for the foregoing insurance benefits, a full-time employee is defined as an employee in the “active service” of SacRT 88 or more hours each month. “Active service” is defined as time spent at work in a regular paid status as well as paid vacation, paid holidays, CTO and/or paid sick leave. “Active service” does not include any other hours paid for accrued benefits except those specifically listed.
- 33.08 Benefit Continuation During Extended Illness or Injury – During the term of this Agreement, any covered full time employee not in “active service” of SacRT due to illness or injury will have insurance benefits continued for a period not to exceed 6 months from the beginning of the month following the commencement of the extended absence. The employee’s medical insurance co-payment amount and the cost of optional supplemental life insurance, if applicable, will be payroll deducted each month during the absence. In the event the employee’s monthly compensation is less than the premium amount owed, the employee will be billed each month for the amount of the deficiency. An employee not paying the delinquent premium will be dropped from coverage. In the event an employee is

not in “active service” due to an industrial illness or injury, the benefit continuation time period will be extended from 6 months to 24 months under the same terms and conditions. At the conclusion of the 6 or 24 month benefit continuation period, employees not having returned to work may be eligible for extended coverage, at their own expense, by way of state or federal law.

- 33.09 Dependent Definition – Dependent eligibility is limited to those individuals deemed “dependents” as defined by CalPERS Health Benefits Division, or a controlling state or federal regulation.
- 33.10 Benefit Information – Specific information about insurance plan coverage’s, enrollment, co-payment amounts, etc., can be obtained by contacting the Benefits Unit of the Human Resources Department.
- 33.11 Domestic Partners – All registered domestic partners, as defined in the Domestic Partner Rights and Responsibilities Act of 2003, will have the same rights, protections and benefits as other employees.
- 33.12 Death Benefit Continuation – An employee employed by SacRT that becomes deceased may have their medical coverage for dependent(s) extended for the 2 calendar months immediately following the end of the month in which the employee’s death occurred. Dependent coverage will be limited to the dependents on the employee’s medical coverage at the time of death. The terms of the medical insurance premium obligations under the provision will remain the same as if the employee was still an active employee.

### 33.13 Flexible Spending Account

#### A. Definition

A Flexible Spending Account (FSA) is an employer-sponsored benefit that allows the employee to pay for certain eligible expenses on a pre-tax basis. An employee contribution to the plan will not be subject to Federal, State, FICA or SDI taxes.

#### B. Employee Eligibility

All employees of SacRT may participate in this program. Employees will be eligible to participate in the plan on the first of the month following the completion of 30 days of employment.

## ARTICLE 34 – RETIRED EMPLOYEE AND DEPENDENT INSURANCE BENEFITS

### 34.01 Superintendents

- a) Employees in the classifications represented by AFSCME who leave employment and take a service retirement are eligible for a SacRT payment toward retiree medical coverage equal to the PHEMCA minimum contribution at the time of retirement. Superintendents represented by AFSCME are also covered by the PPM, and should any additional retiree benefits be added to the PPM those benefits would accrue to AFSCME Superintendents.

#### ARTICLE 35 – EMPLOYEE ASSISTANCE PROGRAM

SacRT provides confidential counseling services to employees and members of their families, at no cost, through an Employee Assistance Program (EAP). The service is provided through an independent organization with a full staff of professionals who are trained in helping people resolve problems in daily living. The number of EAP visits is limited pursuant to the terms of SacRT's contract with the EAP provider. Further information is available from the Human Resources Department.

#### ARTICLE 36 – DEPENDENT CARE ASSISTANCE REIMBURSEMENT PROGRAM

- 36.01 The Dependent Care Assistance Reimbursement Program (DCAR) is a benefit that allows an employee to pay for their eligible dependent care expenses on a pretax, salary-reduction basis. No federal or state taxes will be taken out. The employee can use this benefit to pay for dependent care that enables the employee to be gainfully employed. Any amount withheld from the employee's earnings for the DCAR is not allowed to be taken on the income tax credit for child and dependent care expenses. Use of the DCAR may affect eligibility for the Dependent Care Tax Credit. Employees may wish to consult a qualified tax adviser for the individualized advice on this issue.
- 36.02 For purposes of applying the DCAR, eligible dependents of covered employees include:
  - a) A child under age 13 who is in the employee's custody and whom the employee claims as a dependent on their tax return.
  - b) A disabled spouse.
  - c) A dependent relative (such as parent, sibling, in-law) who is incapable of self-care, and whom the employee claims as a dependent on their tax return (or could claim except for dependent's income).
- 36.03 It is the employee's responsibility to ensure that expenses submitted for reimbursement from the DCAR are eligible according to IRS rules. The employee will be held responsible for taxes and penalties associated with ineligible expenses if an IRS audit occurs.

- 36.04 An employee may contribute up to their total earned income or their spouse's total earned income, whichever is less, to a maximum of \$5,000 or the maximum allowable by IRS, whichever is higher. (\$2,500 or the maximum allowable by the IRS, whichever is higher, if married and filing a separate return). If the spouse is a student or incapable of self-care, the employee may be eligible for a higher withholding and should consult a professional tax advisor.

## ARTICLE 37 – RETIREMENT PLAN

- 37.01 Attached hereto for reference is the Salaried Employee Retirement Plan, hereinafter Retirement Plan. All employees covered by this Agreement are members of the Retirement Plan and eligible for retirement benefits pursuant to the terms and conditions set forth therein. The cost of funding the Retirement Plan to provide the applicable retirement benefits, on an actuarially sound basis, will be paid by SacRT and each employee pursuant to the plan.

- 37.02 Should either party desire to amend or change any portion of the Retirement Plan, written notice will be provided to the other with an opportunity to meet and confer.

### 37.03 Compensation for Retirement Board Members

An employee serving as a member of the AFSCME 146 Retirement Board will be compensated at their regular hourly rate of pay for the amount of time during their regularly scheduled work hours that they actually and necessarily spend: 1) serving as a Board Member during a noticed Retirement Board Meeting, 2) participating as a Board Member in other business sanctioned by the Retirement Board, and 3) traveling between the place the employee regularly reports for work at SacRT and the site of either the noticed Retirement Board Meeting or sanctioned business matter. SacRT will not compensate such employee for time the employee spends outside of regularly scheduled work hours, performing any of the foregoing activities.

- 37.04 An employee serving as a member of the SacRT— AFSCME 146 Retirement Board will be permitted to "flex" schedule or "trade" their shift with another qualified employee when a Retirement Board Meeting is scheduled to occur on one of the employee's regularly scheduled days off. Such "flex scheduling" or "shift trading" is subject to supervisory approval, based upon the business needs of SacRT.

### 37.05 457/401a Matching

- a) Effective the first full pay period following adoption of the CBA by the Board or July 1, 2024, whichever is later, employees that begin or are contributing up to three percent into their 457(b) account, SacRT will match a corresponding amount up to three percent (3%) into the employees 401 (a) defined contribution retirement plan.

## ARTICLE 38 – EDUCATION ASSISTANCE AND REIMBURSEMENT PROGRAM

38.01 SacRT provides financial assistance for formal education of all employees. Education assistance is limited to funds in the budget. Therefore, reimbursement is made on a “first-come, first served” basis.

38.02 Eligibility

- a) The Training and Workforce Development Department will be responsible for determining eligibility for reimbursement. Eligibility for education reimbursement includes, but is not limited to, the following:
  - 1) Must be a full-time employee who has been employed for one full year;
  - 2) Coursework must be general courses that are requisite for an approved degree or certification.
- b) Expenses incurred for general education courses that are a requisite for an approved degree or certification, are eligible for reimbursement.
- c) All requests for education reimbursement must be submitted to the Training and Workforce Development Department. The final approval of educational reimbursement lies within the training budget maintained by the Training and Workforce Development Department.

38.03 Tuition Reimbursement

- a) Reimbursement of expenses for approved courses(s) are conditioned upon the following:
  - 1) Submittal of receipts for expenses of books, tuition, and/or lab fees; and
  - 2) An official grade report (official transcript) of a grade of “C” or better or the equivalent for certifications;
  - 3) The maximum amount that will be reimbursed per employee for expenses is \$1,750 per fiscal year (SacRT’s fiscal year is for the period of July 1<sup>st</sup> through June 30<sup>th</sup>). Please note that available funds for Education Reimbursement are limited to the budgeted amount each fiscal year.
- b) Tuition assistance is not available to employees on a leave of absence unless the leave was approved specifically to attend school or training.

38.04 Submission of Request for Reimbursement

In order to enroll in the Education Assistance Reimbursement Program, an employee must obtain a Request for Education Reimbursement form from Human Resources. This form must be completed, approved by Management, and

submitted prior to the course beginning. The employee will be required to submit the following along with the request form:

- a) Course Information – School attending, course title, start date, description of how course(s) relates to the job or career goal objective.
- b) Education Goal – Indicate which type of degree you are obtaining (e.g. AA, BA, BS, etc.).
- c) Fees – Estimated tuition, course/lab fees, and books (SacRT does not reimburse parking fees).
- d) Timely Submission – All requests for education reimbursement must be made in advance of taking the course(s). Requests are normally submitted before the Fall, Spring, and Summer semesters. As funds are available on a “first-come, first-served” basis, requests submitted after the semester has begun may be denied.
- e) Course Evaluation – An evaluation of the course after its completion may be required.

#### ARTICLE 39 – TRANSIT PASS

39.01 Transit passes will be provided pursuant to the PPM Article 9, Section 9.05.

#### ARTICLE 40 – DRUG AND ALCOHOL TESTING AND REHABILITATION PROGRAM

40.01 All employees covered by this Agreement and defined as “safety sensitive” pursuant to the DOT FTA Drug and Alcohol Testing Regulations (49 CFR Parts 40 and 655) are required to comply with all applicable provisions of the SacRT’s adopted Drug and Alcohol Testing and Rehabilitation Policy, as revised. The Policy, as may be amended from time to time to maintain compliance with DOT FTA Drug and Alcohol Testing Regulations, will be distributed to all employees following adoption of mandatory changes. Aspects of the Policy not required by the regulations are subject to negotiations by the parties.

40.02 Nothing in this Article will be interpreted to limit SacRT’s right to assess disciplinary action, including termination for misconduct associated with a decision to direct a prohibited substance test under the terms of this Policy, or for being under the influence in the workplace. Issues related to the administration of the program may be made the subject of a grievance as outlined in the Collective Bargaining Agreement.

40.03 An employee directed to undergo a drug and/or alcohol test pursuant to the Policy will be afforded an opportunity to confer with an AFSCME representative if one is reasonably available, when reporting to the urine collection/breath alcohol testing site.

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

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

40.06 Positive Drug or Alcohol Test Result

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. Nothing in the procedure listed below limits the ability of SacRT to discipline or discharge an employee who tests positive.

- a) The employee receives word of a verified positive test result.
- b) The employee is notified of a scheduled appointment with the SAP. Attendance and participation are mandatory.
- c) If SacRT is notified that the employee failed to complete the program as specified by the SAP, then:
  - d) The employee is discharged from employment.
  - e) If the employee completes the treatment program but has a positive Return-To-Duty Test, the employee is discharged from employment.

- f) If 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:
- g) The employee is subject to unannounced drug and/or alcohol testing as determined by the SAP. The testing is in addition to the other program testing and will be a minimum of 6 unannounced tests during the first year.
- h) If after returning to work, an employee receives notice of a verified positive drug or alcohol test during the follow-up testing period for any reason, then the employee is discharged from employment.
- i) If 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.
- j) A verified positive drug or alcohol test for any other reason that is outside the follow-up testing period will result in termination from employment.

#### 40.07 Voluntary Request For Substance Abuse Treatment

SacRT provides a drug and alcohol rehabilitation program for employees needing treatment for drug and alcohol abuse. Employees may voluntarily request a referral to the treatment program by contacting the Labor Relations Department. An employee voluntarily seeking treatment will be placed on a leave of absence and may utilize their accrued paid sick leave, CTO and/or vacation during the absence. An employee voluntarily seeking and entering a treatment program must successfully complete the program requirements or be subject to termination from employment. An employee notified to undergo a drug or alcohol test may not seek treatment under this voluntary treatment procedure. An employee may undergo voluntary treatment a maximum of 1 time during their length of employment with SacRT.

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

- a) The employee voluntarily requests rehabilitation for a drug/alcohol problem.
- b) The employee is scheduled for an appointment with the SAP. The employee begins a designed treatment program.
- c) If SacRT is notified that the employee has been dismissed for cause from the rehabilitation program, then
- d) The employee is discharged from employment.
- e) If the employee completed rehabilitation and tests negative on a Return-To-Duty Test then



- f) The employee is returned to work and is subject to unannounced follow-up testing, as determined by the SAP. The testing is conducted under the authority of SacRT and is in addition to other DOT FTA program testing.
- g) If 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:
  - h) The employee is discharged from employment.
  - i) At the conclusion of the follow-up testing period, the follow-up testing is ended.
  - j) A verified positive test, for any reason that is outside of the follow-up testing period, is handled pursuant to the procedure as set forth in Section 43.07 above, provided that the employee has used no more than 2 voluntary treatments.

#### ARTICLE 41 – PERSONNEL RECORDS

41.01 SacRT will maintain all employee Personnel Records in a secure and confidential manner in compliance with all applicable state or federal regulations. Employees may view their Personnel Records by contacting the Human Resources Department and scheduling a mutually convenient date and time.

41.02 SacRT will provide an employee with copies of complimentary letters and reports received from any source regarding the employee, except those pertaining to employment references.

41.03 AFSCME will be granted access to an employee's personnel file upon obtaining written approval from the employee.

#### ARTICLE 42 – SAFETY AND SANITATION

No employee will be disciplined or discharged for refusing to work under hazardous, dangerous or unhealthful conditions not normally associated with their position.

#### ARTICLE 43 – NEW CONTRACT

43.01 The Agreement will be posted on the SacRT intranet (Headways), the SacRT website, and will be provided electronically to all members.

#### ARTICLE 44 – CALIFORNIA DRIVER'S LICENSE FEES AND RELATED PHYSICAL EXAMS

- 44.01 Upon employment in a job classification requiring at least a permit for obtaining a California Class A or B Driver's License, driver's training will be provided by SacRT to obtain the required license and Passenger, Air Brake and VTT certificates/endorsements. SacRT will also pay for the required Penal Code 832 training, if required by the job. The cost associated with obtaining the initial CDL learner's permit is the responsibility of the employee.
- 44.02 SacRT will reimburse an employee for the renewal cost of the license, including applicable endorsements that are required in the performance of the job. An employee that allows their license and/or required certificates/endorsements lapse must pay the full cost of their restoration to permit their return to regular job duties.
- 44.03 Medical examinations required to maintain the required driver's license that is performed by SacRT's designated physician will be paid for by SacRT. An employee that elects to have their own physician perform the necessary medical examination will bear the associated costs.

#### ARTICLE 45 – NEW AND EXISTING JOB CLASSIFICATIONS

##### 45.01 New Job Classifications

- a) If SacRT creates a new job classification that is covered under this Agreement, SacRT will submit the job description to AFSCME for review and offer to meet and confer with AFSCME regarding the appropriate wage rate. The parties will meet within 30 days to address any issues raised by AFSCME. At the end of that time, any unresolved difference regarding the proposed wage rate may be made the subject of a grievance or arbitration.
- b) A grievance initiated under this Section will be filed at Step 3. If the grievance is referred to arbitration, the decision of the Arbitrator will be limited to the appropriate rate of pay.
- c) After submitting a new or revised job description and proposed wage rate to arbitration, SacRT may proceed to fill the job vacancy, at SacRT's proposed rate of pay. If the Arbitrator changes the rate of pay, the decision will be binding on the parties and the appropriate adjustment made to the incumbent's pay, including back pay, if so directed in the award.

##### 45.02 Existing Job Classifications

SacRT recognizes its duty to negotiate any change to existing job classifications that affects hours, wages and/or working conditions of AFSCME members.

#### ARTICLE 46 – ASSIGNABILITY

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

#### ARTICLE 47 – SEVERABILITY CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement will remain in full force and effect for the duration of this Agreement and the parties will meet as soon as possible to negotiate over a substitute provision.

#### ARTICLE 48 – QUALIFICATIONS

- 48.01 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 48.02 Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.
- 48.03 The individuals signing this Agreement in their official capacity hereby warrant their authority to act for the respective parties.
- 48.04 This Agreement contains all of the agreements, stipulations, and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and neither party will be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution of this contract or during these contract negotiations, and not set forth herein.
- 48.05 Any new conditions pertaining to mandatory subjects of bargaining which may arise during the term of this Agreement, and which are not covered or provided for

by the terms of this Agreement, will be subject to negotiation within 10 business days upon written request of AFSCME or SacRT.

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

48.07 This Agreement may only be opened during its term by the parties' mutual agreement in writing.

ARTICLE 49 – TERM OF AGREEMENT

49.01 This Agreement will be effective July 1, 2024, and will remain in full force and effect through midnight, December 31, 2026.

49.02 Negotiations for a successor agreement will begin as soon as mutually acceptable, but no later than 60 days prior to expiration of the existing agreement.

IN WITNESS HEREOF, the parties execute this Collective Bargaining Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024

For SacRT:

For AFSCME:

\_\_\_\_\_  
Henry Li  
General Manager/CEO

\_\_\_\_\_  
Wendy Pelletier  
AFSCME Business Agent

\_\_\_\_\_  
David Topaz  
VP, Employee Development & Engagement

\_\_\_\_\_  
Clarrissa Van Waggoner  
AFSCME President

\_\_\_\_\_  
Mark Salvo  
Senior Manager, Labor Relations

\_\_\_\_\_  
George Kirbyson  
AFSCME Vice President

\_\_\_\_\_  
Vince Beatty  
Director, Light Rail Operations

\_\_\_\_\_  
Connie Dumas  
AFSCME Secretary

\_\_\_\_\_  
Blanca Salcedo  
Director, Bus Operations

\_\_\_\_\_  
David Phillips  
AFSCME Local Vice President

---

Richard Mitchell  
Director, CBS

---