

COLLECTIVE BARGAINING AGREEMENT

Between

SACRAMENTO REGIONAL TRANSIT DISTRICT



and

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION 1245, AFL-CIO**

EFFECTIVE

November 1, 2007 thru October 31, 2009

COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1: GENERAL/PREAMBLE.....	1
SECTION 1.1 - DISTRICT/UNION RELATIONS.....	1
SECTION 1.2 - DISTRICT AGREES TO.....	1
SECTION 1.3 - UNION AGREES TO.....	2
SECTION 1.4 - AFFIRMATIVE ACTION/NON-DISCRIMINATION	2
SECTION 1.5 - SECTION TITLES.....	3
SECTION 1.6 - COMPENSATION ADJUSTMENTS.....	3
Overpayments.....	3
Shortages.....	3
ARTICLE 2: UNION RECOGNITION.....	4
SECTION 2.1 - RECOGNITION.....	4
SECTION 2.2 - APPLICABILITY.....	4
SECTION 2.3 - UNION SHOP.....	4
SECTION 2.4 - PAYMENT OF UNION DUES.....	4
SECTION 2.5 - CHECKOFF DUES.....	4
SECTION 2.6 - TERMINATION FOR NONPAYMENT OF DUES.....	4
SECTION 2.7 - GRIEVANCES.....	5
SECTION 2.8 - HOLD HARMLESS.....	5
ARTICLE 3: UNION ACTIVITIES	6
SECTION 3.1 - NEW EMPLOYEE ORIENTATION.....	6
SECTION 3.2 - UNION ACTIVITY DURING WORK TIME.....	6
SECTION 3.3 - NEGOTIATING TIME.....	6
SECTION 3.4 - BULLETIN BOARDS.....	6
SECTION 3.5 - NON-DISCRIMINATION	6
ARTICLE 4: MANAGEMENT PREROGATIVES.....	7
SECTION 4.1 - GENERAL.....	7
SECTION 4.2 - SUBCONTRACTING.....	7
SECTION 4.3 - PUBLICITY.....	7
SECTION 4.4 - RIGHT TO DISCIPLINE.....	7
SECTION 4.5 - BARGAINING UNIT WORK BY SUPERVISORS	7
SECTION 4.6 - WORK DETAIL	7
ARTICLE 5: HOURS AND OVERTIME	8
SECTION 5.1 - DEFINITION.....	8
SECTION 5.2 - BASIC SHIFTS.....	8
Bus Maintenance Department.....	8
Light Rail Department.....	8
All Other Departments.....	8

COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS (cont'd)

	<u>Page</u>
ARTICLE 5 (cont'd):	
SECTION 5.3 - SHIFT VARIANCE/CHANGE	8
District Request	8
Employee Request	9
SECTION 5.4 - LUNCH BREAKS	10
SECTION 5.5 - EXTENDED WORK MEAL PERIODS.....	10
SECTION 5.6 - ALTERNATIVE WORK SCHEDULE	11
ARTICLE 6: OVERTIME.....	12
SECTION 6.1 - OVERTIME DEFINITIONS.....	12
SECTION 6.2 - COMPENSATION	12
SECTION 6.3 - CALL-IN	12
SECTION 6.4 - OVERTIME CANCELLATION	13
SECTION 6.5 - OVERTIME LISTS/PLACEMENT ON LIST.....	13
General.....	13
Overtime Assignment.....	13
New Entrants.....	13
Entrants to Overtime List.....	13
Shift Change in Lieu of Overtime Work.....	14
SECTION 6.6 - ROTATION/ASSIGNMENT	14
SECTION 6.7 - MANDATORY ASSIGNMENT.....	15
SECTION 6.8 - "SENIOR" CLASSIFICATION DESIGNATION.....	15
SECTION 6.9 - CONTINUATION WORK/WORK IN PROGRESS.....	15
SECTION 6.10 - DISTRIBUTION.....	15
SECTION 6.11 - TRAINING TIME.....	16
ARTICLE 7: SENIORITY	17
SECTION 7.1 - EMPLOYMENT DATE.....	17
SECTION 7.2 - DISTRICT.....	17
SECTION 7.3 - DISTRICT SENIORITY	17
SECTION 7.4 - NEWLY HIRED PROBATIONARY EMPLOYEES.....	18
SECTION 7.5 - SENIORITY DATE	18
SECTION 7.6 - POSTING SENIORITY LIST	18
SECTION 7.7 - NEW DIVISION	18
SECTION 7.8 - NEW OPERATIONS	19
ARTICLE 8: PROMOTION AND TRANSFER.....	20
SECTION 8.1 - PURPOSE.....	20
SECTION 8.2 - SCOPE.....	20

COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS (cont'd)

	<u>Page</u>
ARTICLE 8 (cont'd):	
SECTION 8.3 - FILLING A VACANT POSITION.....	20
Existing Positions	20
New Positions.....	20
Award of Positions.....	21
Award of Promotions	21
SECTION 8.4 - PREFERENCE.....	21
SECTION 8.5 - WORK FORCE REALLOCATION.....	21
SECTION 8.6 - CERTIFICATION TRAINING.....	22
SECTION 8.7 - TEMPORARY VACANCIES.....	22
SECTION 8.8 - EMPLOYEE PROBATIONARY PERIOD	23
SECTION 8.9 - INTERDEPARTMENTAL MOVEMENT.....	23
SECTION 8.10 - RIGHT TO RETURN TO THE BARGAINING UNIT	23
ARTICLE 9: DISPLACEMENT, DEMOTION AND LAYOFF PROCEDURE	25
SECTION 9.1 - GENERAL RULES	25
SECTION 9.2 - PREVAILING SENIORITY	25
SECTION 9.3 - NOTICE OF LAYOFF.....	25
SECTION 9.4 - SEVERANCE PAY	25
SECTION 9.5 - RECALL	25
SECTION 9.6 - REINSTATEMENT.....	26
ARTICLE 10: WAGE RATES AND CLASSIFICATIONS	27
SECTION 10.1 - WAGE RATES	27
SECTION 10.2 - JOB CLASSIFICATION RATES OF PAY.....	27
New-Hire Wage Progression Schedule	27
Hourly Wage Table	28
SECTION 10.3 - TEMPORARY UPGRADE.....	30
SECTION 10.4 - LEAD PREMIUM	30
SECTION 10.5 - TRAINING PREMIUM.....	30
SECTION 10.6 - MILEAGE/MEAL ALLOWANCE.....	30
Mileage Allowance	30
Meal Allowance	30
SECTION 10.7 - WEEKEND SHIFT PREMIUM.....	31
SECTION 10.8 - NEW CLASSIFICATIONS AND WAGE RATES	31
ARTICLE 11: HOLIDAYS	32
SECTION 11.1 - HOLIDAYS	32
SECTION 11.2 - FLOATING HOLIDAYS	32
SECTION 11.3 - SUNDAY HOLIDAYS	33
SECTION 11.4 - HOLIDAY PAY	33
SECTION 11.5 - HOLIDAY WORK ROTATION LIST	33
SECTION 11.6 - AFFECTING OTHER BENEFITS.....	35

COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS (cont'd)

	<u>Page</u>
ARTICLE 16 (cont'd):	
SECTION 16.9 - SICK LEAVE TO DEFERRED COMPENSATION.....	47
SECTION 16.10 - WAITING PERIOD	48
SECTION 16.11 - PROOF OF ILLNESS.....	48
SECTION 16.12 - LOSS OF BENEFITS	48
SECTION 16.13 - NOTIFICATION	48
SECTION 16.14 - AWOL	48
SECTION 16.15 - SUPPLEMENTAL SICK LEAVE ACCOUNT	49
Purpose	49
Eligibility	49
Participation.....	49
Definitions.....	49
Donor.....	49
Immediate Family Members	49
Paid Leave.....	49
Recipient.....	49
Benefit Disbursement Conditions	49
Establishment of Supplemental Sick Leave Account	50
ARTICLE 17: BEREAVEMENT LEAVE	51
SECTION 17.1 - LEAVE PROVISIONS	51
ARTICLE 18: EMERGENCY LEAVE	52
SECTION 18.1 - LEAVE PROVISIONS	52
ARTICLE 19: FAMILY AND MEDICAL LEAVE.....	53
SECTION 19.1 - ELIGIBILITY	53
SECTION 19.2 - COMPENSATION WHILE ON LEAVE.....	53
SECTION 19.3 - LIMITATIONS.....	53
SECTION 19.4 - REINSTATEMENT	54
SECTION 19.5 - CONSTRUCTION	54
ARTICLE 20: LEAVE OF ABSENCE.....	55
SECTION 20.1 - PERIODS OF LEAVE.....	55
SECTION 20.2 - WORKING WHILE ON LEAVE	55
SECTION 20.3 - STATUS	55
SECTION 20.4 - COMMENCE AND END.....	55
SECTION 20.5 - REINSTATEMENT	55
SECTION 20.6 - TERMINATION OF SERVICE.....	55
SECTION 20.7 - UNION "LEAVE OF ABSENCE"	56

COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS (cont'd)

	<u>Page</u>
ARTICLE 21: MILITARY LEAVE/RE-EMPLOYMENT	57
SECTION 21.1 - LEAVE OF ABSENCE FOR DUTY IN THE UNIFORMED SERVICES.....	57
SECTION 21.2 - MILITARY RESERVE AND NATIONAL GUARD SERVICE.....	57
SECTION 21.3 - LEAVE REQUEST	57
SECTION 21.4 - PAID LEAVE	57
ARTICLE 22: JURY DUTY.....	58
SECTION 22.1 - JURY DUTY LEAVE PROVISIONS	58
ARTICLE 23: SUBPOENAED WITNESS	59
ARTICLE 24: HEALTH/SAFETY	60
SECTION 24.1 - SAFETY COMMITTEE.....	60
SECTION 24.2 - PREVENTION OF ACCIDENTS	60
ARTICLE 25: PHYSICAL EXAMINATIONS.....	61
SECTION 25.1 - EXAMS AS A CONDITION OF ONGOING EMPLOYMENT	61
SECTION 25.2 - EXAMS FOR LICENSES	61
ARTICLE 26: LIGHT DUTY	62
SECTION 26.1 - TEMPORARY LIGHT DUTY	62
SECTION 26.2 - PERMANENT LIGHT DUTY	62
SECTION 26.3 - OVERTIME ELIGIBILITY	62
ARTICLE 27: SEASONAL EMPLOYEES	63
SECTION 27.1 - INTRODUCTION.....	63
SECTION 27.2 - UNION MEMBERSHIP.....	63
SECTION 27.3 - RATE OF PAY.....	63
SECTION 27.4 - FRINGE BENEFITS	63
SECTION 27.5 - NUMBER AND TERM OF EMPLOYMENT	63
SECTION 27.6 - SENIORITY	63
SECTION 27.7 - SCOPE.....	63
ARTICLE 28: PERSONNEL RECORDS.....	64
SECTION 28.1 - REVIEW OF RECORDS	64
SECTION 28.2 - DISCIPLINARY DOCUMENTS	64

COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS (cont'd)

	<u>Page</u>
ARTICLE 29: GRIEVANCE PROCEDURE.....	65
SECTION 29.1 - STATEMENT OF INTENT - NOTICE.....	65
SECTION 29.2 - GRIEVANCE AND SUBJECTS.....	65
SECTION 29.3 - FORMAL DISCIPLINE.....	66
SECTION 29.4 - TIME LIMITS.....	66
SECTION 29.5 - GRIEVANCE PROCEDURAL STEPS.....	66
SECTION 29.6 - EXPEDITED ARBITRATION.....	68
SECTION 29.7 - BINDING ARBITRATION.....	69
SECTION 29.8 - FINALITY.....	69
ARTICLE 30: MISCELLANEOUS.....	70
SECTION 30.1 - TRANSIT PASSES.....	70
SECTION 30.2 - TOOL REQUIREMENT/INSURANCE.....	70
SECTION 30.3 - TOOL ALLOWANCE.....	70
SECTION 30.4 - COMMERCIAL DRIVER'S LICENSE ALLOWANCE.....	71
SECTION 30.5 - DE MINIMUS DUTIES.....	71
ARTICLE 31: WORK CLOTHING.....	72
SECTION 31.1 - UNIFORM ALLOWANCE.....	72
SECTION 31.2 - DISTRICT-PROVIDED UNIFORM AND COVERALLS.....	72
SECTION 31.3 - SAFETY SHOES.....	72
ARTICLE 32: ANTI-ABROGATION.....	74
ARTICLE 33: SUCCESSORSHIP.....	75
ARTICLE 34 - DRUG AND ALCOHOL TESTING POLICY.....	76
SECTION 34.1 - POLICY COMPLIANCE.....	76
SECTION 34.2 - GRIEVANCE AND ARBITRATION RIGHTS.....	76
SECTION 34.3 - TESTING AND WAITING TIME.....	76
SECTION 34.4 - UNION REPRESENTATION.....	76
SECTION 34.5 - TESTING DOCUMENTATION.....	76
SECTION 34.6 - CONFIDENTIALITY OF RECORDS AND TESTING INFORMATION.....	77
SECTION 34.7 - POSITIVE DRUG OR ALCOHOL TEST RESULT.....	77
SECTION 34.8 - VOLUNTARY REQUEST FOR SUBSTANCE ABUSE TREATMENT.....	78
ARTICLE 35: ENTIRE AGREEMENT.....	79
ARTICLE 36: TERM.....	80

- ATTACHMENT 1 - ALTERNATIVE WORK SCHEDULE
- ATTACHMENT 2 - FILLING FULL JOURNEY - LEVEL AND JOURNEY - LEVEL
TRAINEE POSITION VACANCIES
- ATTACHMENT 3 - MOA - SUBCONTRACTING, LUNCH BREAKS, MISASSIGNMENT
OF OVERTIME, FLOATING HOLIDAY SELECTION FOR
TRAINEES, BODY/FENDER AND PAINTER DUTIES AND
CERTIFICATION TRAINING.
- APPENDIX A - RETIREMENT PLAN
- APPENDIX B - POSITIVE DISCIPLINE GUIDELINES

AGREEMENT

This Agreement made and entered into this first day of November 2007 by and between the SACRAMENTO REGIONAL TRANSIT DISTRICT, hereinafter referred to as "District," and LOCAL UNION 1245 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (affiliated with the American Federation of Labor-Congress of Industrial Organizations), hereinafter referred to as "Union."

WITNESSETH THAT:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that District, Union and the general public may benefit therefrom, and to establish wages, hours and working conditions, for certain hereinafter designated employees of the District.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1: GENERAL/PREAMBLE

SECTION 1.1 - DISTRICT/UNION RELATIONS:

This Agreement is intended to promote, and shall be so construed and interpreted as to carry out the following general purposes: promote harmonious relations between the parties and other employee groups; establish and maintain an orderly collective bargaining procedure; work to provide the best possible transit service for the investing general public and patrons of the system; prompt and fair disposition of all grievances and disputes; and adhere to this Agreement.

The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties utilizing the interest-based negotiations process of cooperatively seeking mutually acceptable solutions to issues and concerns. To further the labor-management relationship, the parties have committed to continuing the use of the interest-based principles in the administration of this agreement.

Labor-Management Meetings - Joint labor-management meetings shall be scheduled monthly at a mutually convenient time and place for the purpose of improving communications and promoting harmony and cooperation between District and Union through informal discussions of matters of policy and operation which are of general concern. Should the Union elect, they may include up to five (5) IBEW-represented employees in the meetings, one from each of the departments of Bus Maintenance, Light Rail Maintenance, Wayside, Procurement, and Facilities, with said employees being compensated at straight time for such meeting time.

SECTION 1.2 - DISTRICT AGREES TO:

- a. Meet in good faith with the duly elected representatives of the Union and attempt to resolve all questions arising between them; and

- b. Pay competitive wages and provide fair and competitive working conditions, as agreed to with the Union, for all employees covered by this Agreement; and
- c. Insure that there will be no lockout during the term of this Agreement. A layoff, shutdown or curtailment of services solely for economic or business considerations shall not be construed or bound to be a lockout.
- d. Lists - The District shall provide:
 - 1. On or before January 31st of each year, within its ability, the District shall furnish the Union with a list, showing the name, Social Security number, home address, home telephone number, employment date and the classification of each employee. It is the responsibility of each employee to provide the District with their current address and telephone number, and notify the District of changes in such information as they occur.
 - 2. Following each payroll period after a new employee is hired, District shall provide the Union the following information: name of individual, Social Security number, employment date, classification, date vacancy filled.

SECTION 1.3 - UNION AGREES TO:

- a. Meet in good faith with representatives of the District to attempt to resolve all questions arising between them.
- b. Within its ability, cooperate with the District to promote the most efficient and satisfactory operations of the transit system and recognize that the business success of the transit system is a mutual concern of employer and employee.
- c. There will be no cessation of work through strikes or lockouts during the existence of this Agreement. Employees who are members of Union shall have the right to respect sanctioned picket lines recognized by the Union. Employees respecting lines shall not receive credit for any benefits during the time employees are respecting such picket lines.

SECTION 1.4 - AFFIRMATIVE ACTION/NON-DISCRIMINATION

- a. It is the policy of the District and Union, not to discriminate against any employee covered by this Agreement in a manner, which would violate any applicable laws because of race, creed, color, religion, ancestry, sex, age, marital status, sexual orientation, national origin, political affiliation, Vietnam-era veteran status, disability, or otherwise included in a disadvantaged group. The Union further recognizes the District's commitment to principles of both equal employment opportunity and affirmative action.
- b. All references in the Collective Bargaining Agreement, or associated documents that refers specifically to the male or female gender, shall be construed to apply equally to the opposite.

SECTION 1.5 - SECTION TITLES

Section titles in this Agreement are for identification purposes only, and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any Section.

SECTION 1.6 - COMPENSATION ADJUSTMENTS

a. **Overpayments**

1. An employee who has been notified of a verified overpayment in his or her compensation shall repay the amount to the District by payroll deduction, in accordance with the following schedule:

<u>Overpaid Amount</u>	<u>Repayment Schedule</u>
\$1 - 50	Deducted from next paycheck.
\$51 and over	Deducted from successive paychecks at the rate of no less than \$50 until the balance is cleared.

2. Should the employee wish to clear the overpayment at an accelerated rate, he or she should contact payroll to make such arrangements.

b. **Shortages**

An employee who notifies the District or has been notified of a verified shortage in his or her compensation shall be paid the entire amount as follows:

1. \$1 to \$100; amount will be included in the employee's next regular paycheck.
2. Over \$100; repaid by "special check." Checks will normally be issued within three (3) business days following verification by the Accounting Department of the amount.

ARTICLE 2: UNION RECOGNITION

SECTION 2.1 - RECOGNITION

For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, District recognizes Union as the sole and exclusive representative of all mechanical and shop employees who may be employed by the District and identified in Article 10 Section 10.2 of this Agreement and any other job classification(s) created during the term of this agreement, which is determined to be appropriate for recognition.

SECTION 2.2 - APPLICABILITY

The provisions of this Agreement shall be limited in their applications to employees of District in the bargaining unit. Wherever the words "employee" and "employees" are used in this Agreement, they shall, unless otherwise noted, be construed to refer only to the employees described in Section 2.1, for whom Union is the exclusive collective bargaining representative. The respective obligations of the parties herein shall be operative only insofar as Union acts in the capacity of exclusive collective bargaining representative of said employees.

SECTION 2.3 - UNION SHOP

All employees of the District, on or before thirty (30) days from the date of coming within the collective bargaining unit covered hereunder, shall as a condition of employment, become and remain members of the Local Union 1245, IBEW in good standing, in accordance with its constitution and by-laws for the duration of the Agreement.

SECTION 2.4 - PAYMENT OF UNION DUES

Any employee who is or who becomes a member of Union shall, as a condition of employment, tender to the Union periodic dues uniformly required by Union as a condition of acquiring or retaining membership as provided for in Section 2.3 above.

SECTION 2.5 - CHECKOFF DUES

The District will make monthly payroll deductions of Union dues from the earnings of each individual employee, who has in writing, authorized the District to make deductions in his or her behalf.

The form of checkoff authorization shall be approved by District and Union. The Union agrees to notify District of any membership status changes.

SECTION 2.6 - TERMINATION FOR NONPAYMENT OF DUES

Upon written notice from the Union that an employee has been given notice of compliance with this Section and has not by the next pay period complied with the provisions of this Section, the District shall give notice in writing to the employee that he will have ten (10) days to satisfy the Union Shop Agreement, or be terminated.

SECTION 2.7 - GRIEVANCES

Disputes arising under this Article shall be referred directly to Step Two (2) under the grievance procedure (Section 29.5.c. - Step 2) provided for in this Agreement.

SECTION 2.8 - HOLD HARMLESS

The Union agrees to indemnify and hold the District harmless against any and all liability, including but not limited to such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason or the result of the operation of this Article.

ARTICLE 3: UNION ACTIVITIES

SECTION 3.1 - NEW EMPLOYEE ORIENTATION

- a. The District agrees to advise new employees, identified in Article 2, of the existence of the Union Shop Agreement, upon employment.
- b. It is recognized that orientation to the Union is a part of familiarizing a new employee with the District. Therefore, a Union Steward shall be allowed a reasonable time to perform this function on the employee's first day during normal working hours. Both employees shall be compensated by the District at their regular rate of pay.

SECTION 3.2 - UNION ACTIVITY DURING WORK TIME

- a. The Union's Business Representative shall be permitted by the District to transact Union business on the premises of the District during working hours.
- b. Union Shop Stewards shall only transact Union business on the premises of the District with the approval of the appropriate supervisor, whose permission shall not be unreasonably denied.
- c. A Shop Steward shall not abuse his or her position or be unreasonably disruptive of other employees' work in carrying out their Union activities.

SECTION 3.3 - NEGOTIATING TIME

- a. The District agrees to pay at the straight time rate of pay for time spent at the bargaining table by three (3) Union members, not to exceed eight (8) hours per session.
- b. This Section shall become operative when it is necessary to renegotiate this Collective Bargaining Agreement. The District shall pay directly all employees engaged in the negotiations of this Agreement, with the Local Union being billed directly for the wages and fringe benefit costs associated with the payment of employees involved in this Bargaining Agreement. Should, in the future, the Union's committee exceed three (3) bargaining unit members, this provision shall be applied to those bargaining unit employees in excess of three (3), as set forth in 'a.' above.

SECTION 3.4 - BULLETIN BOARDS

The District will provide regular bulletin boards of sufficient size and the District shall designate by lettering thereon, which shall be reserved for use by the Union. The bulletin boards shall only be used for Union business and nothing shall be posted thereon, which is derogatory to the District. The District shall erect additional bulletin boards in any location where it may be found that existing bulletin boards are not adequate. The District shall not arbitrarily reject a Union request for a change of location and/or a request for an additional bulletin board.

SECTION 3.5 - NON-DISCRIMINATION

The District will not interfere with, intimidate, or discriminate against any employee because of membership in Union or activity on behalf of Union.

ARTICLE 4: MANAGEMENT PREROGATIVES

SECTION 4.1 - GENERAL

All matters pertaining to the management of operation, including the type and kind of service to be rendered to the public, the equipment used and maintenance of discipline and efficiency, the hire, promotion, and transfer of employees, assignment of their duties, their discharge or discipline for proper cause are the prerogatives of the District subject to such limitations thereon as are set forth elsewhere in this Agreement, arbitration awards, grievance settlements, letters of agreement, or other mutually agreed to means established to clarify or interpret this Agreement.

SECTION 4.2 - SUBCONTRACTING

- a. It is recognized that the District has the right to have work done by outside contractors. In the exercise of such right, the District will not make a contract with any other firm or individual for the purpose of dispensing with the services of bargaining-unit employees.
- b. The District shall not contract any work normally performed by IBEW bargaining-unit employees, if such contracting results in reducing the total regular work force by attrition, demotion, displacement or layoff.

SECTION 4.3 - PUBLICITY

When the District needs people to do publicity work under an overtime situation, such people shall be selected by the District, provided the employee has the right to refuse.

SECTION 4.4 - RIGHT TO DISCIPLINE

The right to discipline is vested in the District. Reasonable standards and procedures, not inconsistent with provisions of this Agreement and applicable law, may be promulgated by the District during the term of this Agreement.

SECTION 4.5 - BARGAINING UNIT WORK BY SUPERVISORS

- a. No supervisor shall perform work, which has been historically or naturally assigned to or is a legitimate right of bargaining unit classifications, except as follows:
 1. Supervisors may respond to an employee's request for assistance or instruction and perform normal training functions;
 2. Supervisors may perform adjustments to District vehicles or equipment in emergency situations such as blocking traffic or when creating a safety hazard.
- b. Disputes arising under this section shall be referred to Step Two (2) of the grievance procedure (Section 29.5.c.).

SECTION 4.6 - WORK DETAIL

Sheriff work detail is limited to weed abatement, landscape maintenance and light rail clean up.

2. Shift Change

- (a) Should the need develop for any other shifts outside the variances as described above, the District shall justify the need for such shifts with the Union and the Union shall not arbitrarily withhold agreement.
- 3. A shift variance/change shall remain in effect for a period of not less than thirty (30) calendar days. When a variance/change is expected to be in effect for more than twelve (12) months, notice of the variance/change will be posted in the eleventh (11) month of such variance/change and shall be reposted every twelve (12) months thereafter while such variances/shift remains in effect. The purpose of such posting is to permit an employee to bid for the shift variance/change in the manner described in Section 8.7. Said period may be modified with agreement by the District and the Union, and the Union shall not unreasonably deny a request of the District.
- 4. An employee involved in a shift variance/change shall be notified in writing by the District at least seven (7) calendar days before the change takes place. This seven (7) calendar day period may be waived by the employee so affected or extended by mutual agreement between the District and Union.

b. Employee Request

1. Shift Variance

- (a) An employee who has a genuine need to vary his or her regular work shift must submit a written request to the District with as much advance notice as possible. However, if the need is unforeseeable, the employee shall contact the District as soon as possible but not less than thirty (30) minutes prior to the start of his or her shift and shall provide the documentation for said request as soon as practicable upon his or her return to work. The District may grant an employee's request for shift variance, provided the request does not adversely affect the productivity of the department.
- (b) An employee normally working an eight and one-half (8 ½) hour day who is granted a shift variance shall work an eight and one-half (8 ½) hour day regardless of the "varied" start time.

2. Temporary Shift Change

- (a) An employee who has a need to request a temporary shift change may make such request in writing, including the expected duration, to his or her supervisor. The employee's request may be granted provided it does not adversely affect the productivity of the department.
- (b) An employee normally working an eight and one-half (8 ½) hour day who is granted a shift change shall work an eight and one-half (8 ½) hour workday regardless of the change in start time.

3. Shift Change in Lieu of Overtime Work

An employee eligible for an overtime assignment may, at his or her discretion, request a shift change in lieu of working the overtime. The shift change will be granted if approved by the employee's supervisor and the hours worked will be charged to the employee's placement on the overtime list as established in Section 6.5.

SECTION 5.4 - LUNCH BREAKS

- a. The day shift shall include a thirty (30) minute, non-paid lunch period, regularly occurring between the third (3rd) and fifth (5th) hour.
- b. The workday of an employee who reports for work between 12:00 noon and 6:59 a.m. shall consist of eight (8) consecutive hours which includes a thirty (30) minute paid lunch period regularly occurring between the third (3rd) and fifth (5th) hour. Said lunch shall not be applicable to an employee who requests a shift change pursuant to Section 5.3.b.2.
- c. Lunch Interruptions/Delay - In the event an employee has his or her lunch interrupted by work, he or she will be afforded an amount of time corresponding to the length of the interruption in which to complete the meal. Such time shall be paid.
- d. Scheduling - The District shall have the right to schedule such lunch breaks in order to provide service and coverage.

SECTION 5.5 - EXTENDED WORK MEAL PERIODS

- a. An employee who has worked his or her shift shall receive a one-half ($\frac{1}{2}$) hour paid lunch period after working an additional four (4) hours or more. The employee shall receive the paid lunch period at the conclusion of each additional four (4) hour period worked thereafter until relieved from duty. An employee who has worked his or her shift shall receive a one-half ($\frac{1}{2}$) hour paid lunch at the overtime rate, after working a total of twelve hours during the day.
- b. An employee called back to work after having worked his or her shift shall receive a one-half ($\frac{1}{2}$) hour paid lunch period after having worked an additional four (4) hours or more. The employee shall receive the paid lunch period at the conclusion of each additional four (4) hour period worked thereafter until relieved from duty.
- c. An employee called in to work four (4) or more hours prior to the beginning of his or her regular shift shall receive a one-half ($\frac{1}{2}$) hour paid lunch period at the conclusion of the fourth (4th) hour of work. Where the fourth (4th) hour is contiguous to the beginning of his or her regular shift, said lunch period shall be taken prior to the beginning of his or her regular shift.
- d. An employee called in to work on a regularly scheduled day-off on which he or she was not previously scheduled to work shall receive a one-half ($\frac{1}{2}$) hour paid lunch period after having worked four (4) hours or more. The employee shall receive the paid lunch period at the conclusion of each additional four (4) hour period worked thereafter until relieved from duty.

SECTION 5.6 - ALTERNATIVE WORK SCHEDULE

Employees may request alternative work schedules outside the basic workweek and basic shifts as specified in Sections 5.1 and 5.2. The District will review the feasibility of implementing alternative work schedules in those work units for which employees indicate there is an interest.

The District and Union have agreed upon procedures for reviewing requests and administering terms and conditions of employment for employees working alternative work schedules. They are incorporated herein as Attachment 1.

Nothing in this section shall infringe upon, interfere with or diminish in any way the District's right to ensure adequate staffing and coverage to meet operational needs in an efficient and orderly manner.

ARTICLE 6: OVERTIME

SECTION 6.1 - OVERTIME DEFINITIONS

- a. Unless modified elsewhere in this Agreement, overtime shall be defined, and paid in accordance with the following:
 1. time worked in excess of forty (40) hours in a workweek;
 2. time worked in excess of eight (8) hours on a workday;
 3. time worked on a non-workday;
 4. time worked on a contractual holiday;
 5. time worked during an employee's regular lunch period.

SECTION 6.2 - COMPENSATION

- a. Overtime compensation is one and one-half ($1 \frac{1}{2}$) times the regular rate of pay. Overtime shall be computed to the nearest one-fourth ($\frac{1}{4}$) hour.
- b. Should an employee be required by the District to work seven (7) consecutive days, in that employee's basic workweek, the employee shall be compensated at two (2) times his or her base wage rate for all hours worked on said seventh (7th) day. An employee having worked seven (7) consecutive days shall receive double-time pay for hours worked by mandatory assignment (Section 6.6) on successive non-workdays without a day off. An employee volunteering to work successive non-workdays shall do so at the time-and-one-half ($1 \frac{1}{2}$) rate of pay.
- c. An employee scheduled to work prearranged planned overtime by the District shall receive no less than three (3) workdays notice of such scheduled, planned overtime or he or she shall be compensated at two (2) times his or her regular rate of pay for all overtime work assigned with less than said three (3) days notice.
- d. Time off in lieu of overtime is prohibited in that the District shall not require an employee to take equivalent time off during a workday in lieu of overtime compensation.
- e. Should an employee work less than eight (8) hours during a normal workday and then be called back to work, the employee shall be treated as any other call back. If an employee should work less than eight (8) hours during the regular shift and is required by the District to continue working beyond the end of the normal shift, such continuation of work shall be at the time and one-half ($1 \frac{1}{2}$) overtime rate.

SECTION 6.3 - CALL-IN

Employees who are called from their homes for overtime work on their non-workdays, on holidays which they are entitled to have off, or outside their regular work hours on workdays shall be paid overtime compensation for the actual work time and travel time in connection

therewith, not to exceed one-half (½) hour. The minimum time charge for which overtime compensation shall be paid for overtime work under the provisions of this Section shall be two (2) hours.

SECTION 6.4 - OVERTIME CANCELLATION

An employee shall be entitled to four (4) hours of straight-time pay if the employee is instructed to work: (a) on a non-workday for that employee, or (b) on a holiday which that employee is entitled to have off, or (c) outside that employee's regular work hours and if the District cancels the work and does not provide the employee with advance notice of the cancellation by the end of his or her last regularly scheduled workday prior to the beginning of the scheduled prearranged overtime. However, an employee shall not be entitled to any compensation if the District cancels the work due to safety concerns or the employee has not kept the District informed of a telephone number where he or she can be reached or where a message can be left.

SECTION 6.5 - OVERTIME LISTS/PLACEMENT ON LIST

- a. General - The District shall post lists of employees eligible for overtime as follows:
1. The Overtime List shall be made up from employees on each separate shift, by job classification. Placement on the "Shift Overtime List" shall be determined by the total number of overtime hours worked plus overtime hours refused by each employee on the shift. Time worked on Holidays, pursuant to Article 11, Section 11.5, is not counted toward ones positioning on the Overtime List
 2. The list shall be updated Tuesday of each week. Effective January 10th of each year, the accumulation of hours will be "zeroed out" to reflect seniority by classification, for each shift.
- b. Overtime Assignment - Employees eligible for assignment of overtime based on previous overtime hours worked and refused, shall be responsible for working mandatory overtime for the week.
- c. New Entrants - A new employee, or a person not previously on the Shift Overtime List, will initially be credited with one (1) hour more than the maximum accrued in his or her classification and shift. That employee's name would go to the bottom of the list.
1. A person bidding into another job classification will initially be credited with the average number of hours accumulated for his or her shift. That employee's name would go to the middle of the list.
- d. Entrants to Overtime List - If an employee is off for 22 working days or longer for reasons other than vacation, upon his or her return to work, he or she shall be credited with one (1) hour more than the maximum accrued in his or her classification and shift. That employee's name would go to the bottom of the list.

If an employee returns in less than 22 working days, he or she shall remain on the rotational list with no adjustment.

For clarification purposes, the 22-work-day time frame referenced above is used because it is a rounded approximation of the number of workdays in a month.

- e. Shift Change in Lieu of Overtime Work - An employee granted a shift change under Article 5, Section 5.3.b.3. shall have all the hours worked credited to his or her overtime list totals.

SECTION 6.6 - ROTATION/ASSIGNMENT

- a. Rotation assignment of overtime, whether voluntary or mandatory, shall be determined by the employees' placement on the Shift Overtime List in their job classification, on their shift, at their assigned work location by the following process:
 - 1. Determine the proper job classification of the employee needed for the overtime work and the shift during which the work will be performed.
 - 2. Refer to the Shift Overtime List for that job classification, by shift.
 - 3. Determine that the employee is qualified to do the work.
 - 4. Offer the overtime to the qualified employee low on the appropriate Shift Overtime List, on the shift selected to perform the overtime work.

- b. Open Overtime Solicitation
 - 1. Pre-arranged planned overtime, as defined in Section 6.2.c, shall be solicited (scheduled) on a voluntary basis in accordance with Section 6.6.a.
 - 2. An employee who refuses to work overtime on a voluntary basis will have the overtime hours credited to his or her Overtime List totals.
 - 3. An employee off sick on the day overtime work is solicited, will not be solicited for or credited with the overtime hours for such work.
 - 4. An employee who leaves work for an authorized scheduled appointment on the day the overtime work is solicited will be considered as "available for overtime work," and such employee will have the hours solicited or credited to his or her overtime list totals.
 - 5. Except as provided in '4' above, an employee off on an authorized leave (i.e., vacation, jury duty, military leave, etc.) on the day overtime work is solicited will not be called or credited with equivalent overtime hours until he or she returns to work. For purposes of administering this procedure, the authorized leave will begin when an employee leaves his or her work on the last workday before such authorized leave and will end when the employee reports back to work, after such authorized leave.
 - 6. If no employee accepts the offer of voluntary overtime, the District may assign that work in accordance with Section 6.7 below.

7. The District will attempt to contact employees by telephone who are not at work when the District assigns overtime work in the following situations: (1) Call In, Section 6.3; (2) Mandatory Assignment, Section 6.7; and (3) During periods of emergency.

SECTION 6.7 - MANDATORY ASSIGNMENT

In the event no qualified employee accepts the overtime work, the qualified employee with the least amount of overtime hours worked shall work the overtime. Mandatory assignments of overtime shall be made to the employee(s) in the classification(s), on the selected shift(s), where the overtime is needed.

SECTION 6.8 – “SENIOR” CLASSIFICATION DESIGNATION

For purpose of this Section, classifications designated as “Senior” shall be included on the list of classifications in the job progression from which the incumbent was promoted.

SECTION 6.9 - CONTINUATION WORK/WORK IN PROGRESS

- a. Work in Progress shall be defined as: Work started on one shift, which runs into the next shift no more than sixty (60) minutes. Such work shall be offered first to the employee(s) performing the job, regardless of his or her position on the Shift Overtime List.
- b. Continuation Work shall be defined as: Repair work to revenue vehicles which begins on a shift and continues into another shift longer than thirty (30) minutes, but is expected to be completed before the end of four (4) hours into the next shift.
 1. Overtime necessary for the completion of continuation work will be assigned as follows:
 - (a) Offered first on a volunteer basis, according to the Shift Overtime List, to employees in the affected job classification(s).
 - (b) If no employee(s) volunteer, mandatory assignment will be made to the lowest employee(s) on the Shift Overtime List for the shift in the affected job classification.
 - (c) Employees working overtime on continuous work, whether voluntarily or by mandatory assignment, will not be required to work longer than four (4) hours. However, in instances where the continuation work will exceed four (4) hours, the affected employee(s), if asked by the supervisor, may volunteer to work until the job is completed or the end of the shift, whichever occurs first.

SECTION 6.10 - DISTRIBUTION

- a. The District shall endeavor to distribute overtime among all shifts based upon the proportion of employees on the three shifts in the job classifications needed to perform the overtime as follows:

1. EXAMPLE: The District employs twenty (20) "A" Mechanics in the Maintenance Department; of the twenty (20) "A" Mechanics, five (5), or twenty-five (25) percent are employed on the Swing Shift. Therefore, the District will attempt to assign twenty-five (25) percent of all overtime available for "A" Mechanics to the Swing Shift.
 - b. The proportionate overtime distribution shall be based on a calendar year. However, audits of overtime distribution by shift shall be performed quarterly and adjustments made if necessary.
 - c. It is understood that an exact percentage distribution of overtime may not be achievable in any one year. However, the District will attempt to equalize distribution to the extent practicable in accordance with the above example.

SECTION 6.11 - TRAINING TIME

The District may assign any employee to training at his or her straight-time hourly rate, as the District deems necessary. Employees assigned training of less than eight (8) hours may be required to work all of their shift which does not conflict with the training time. Training time shall be considered as time worked for purposes of calculating overtime.

ARTICLE 7: SENIORITY

SECTION 7.1 - EMPLOYMENT DATE

As used in this Agreement, "employment date" means the latest date on which an employee began a period of service with the District.

SECTION 7.2 - DISTRICT

As used in this title, the term "District" shall include:

Pacific Gas & Electric Company
Sacramento Northern Railroad
Central California Traction Company
Sacramento City Lines
Gibson Lines
Suburban Transit Lines
Transit Authority of the City of Sacramento
Sacramento Transit Authority
Sacramento Regional Transit District

SECTION 7.3 - DISTRICT SENIORITY

- a. District seniority as used herein is defined as the length of an employee's continuous employment since his or her Employment Date with the District as an IBEW employee, a predecessor Company, any of the named listed predecessors in Section 7.2 above.
- b. A Seniority date will be established for each employee, which will be the employee's recognized employment date. The continuity of an employee's service shall be deemed to be broken by termination of employment for any reason or layoffs which extend for two (2) continuous years or more. The following periods of absence shall count as service for the purposes of this Agreement, and shall not constitute a break in service:
 1. Absence of less than two (2) continuous years caused by layoff.
 2. All time spent on leave pursuant to the terms and conditions of the leave as set forth below:

ARTICLE 8	
Sec 8.10,	Right to Return to the Bargaining Unit
ARTICLE 16,	Sick Leave
ARTICLE 17,	Bereavement Leave
ARTICLE 18,	Emergency Leave
ARTICLE 19,	Family and Medical Leave
ARTICLE 20	Leave of Absence (Personal)
Sec 20.7,	Union Business
ARTICLE 21,	Military Leave/Re-Employment
ARTICLE 22,	Jury Duty

SECTION 7.4 - NEWLY HIRED PROBATIONARY EMPLOYEES

- a. All newly hired employees shall be on probation for a period of six (6) months from their date of hire. Such probationary period shall constitute a trial period during which the District is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. All rights, benefits, and privileges, including the application of the grievance and arbitration procedures, shall be applicable to probationary employees. However, the judgment of the District regarding a probationary employee's suitability shall not be subject to the grievance and arbitration procedure. Probationary employee records shall be available to the employee and/or Union representatives (Shop Stewards), upon request, for inspection and discussion.
- b. The term "suitability" as used in 'a.' above shall mean, but not be limited to, the following: performance, attendance, promptness, ability, competency, fitness, and other skills which are necessary for an employee to fulfill the requirements for which he or she is employed.
- c. In order to assure an adequate probationary period, the District may extend said six (6) month period by the amount of any interruptions in work exceeding ten (10) consecutive workdays, but this will in no way affect the employee's hire date.
- d. Notwithstanding the above, employees shall receive at regular intervals, but not less than four (4) written evaluations regarding their suitability. Such evaluations shall be signed by the receiving employee and the issuing supervisor. Nothing contained herein shall be construed as a guarantee of a full six (6) months probationary period if, in the judgment of the District, earlier termination of employment is warranted.
- e. An employee may not move into a new permanent job while working in his or her new-hire probationary period. (Refer to Article 10, Section 10.2.d)

SECTION 7.5 - SENIORITY DATE

Seniority date will be the determining factor in all matters such as, but not limited to: sick leave allowance, vacation allowance, vacation scheduling, promotion and transfer, demotion and layoff, retirement, rehire, temporary upgrades, etc.

SECTION 7.6 - POSTING SENIORITY LIST

The District shall make up and post a seniority list each January 1st, which shall be posted in the glass enclosed District Bulletin Board. The annually adjusted list shall reflect actual District seniority and include all bargaining unit employees on list.

SECTION 7.7 - NEW DIVISION

- a. New division shall be defined as the use of a facility for the first time during the term of this Collective Bargaining Agreement which requires the initial transfer of employees to that facility. New division shall not mean the relocation of an existing facility whereby the entire work force is relocated with no change in staffing.
- b. Upon the initial opening of a new division, employees shall be assigned to a District-wide seniority list. All employees shall have the opportunity to bid into the allotted opening

within their classification based upon their District seniority. Any additional positions created shall be subject to the normal bidding procedure. New employees shall be assigned to the division by the District.

- c. District seniority shall prevail within the given division for the selection of shifts, vacations, and floating holidays.
- d. Shifts, hours, or days of work changes shall be subject to the bid procedure utilizing District seniority within the given division.

SECTION 7.8 - NEW OPERATIONS

- a. New operations shall mean transportation by other than a bus or rail vehicle. Selection for work in new operations shall be on the basis of Section 8.1 of this Agreement, provided, however:
 - 1. A screening test shall be developed by the District after referral with the Union on the scope of the material to be contained therein.
 - 2. Upon development of the test, it shall be reviewed with the Business Representative and/or counsel of the Local Union prior to administration.
 - 3. Only those District employees passing the selection criteria shall be eligible for assignment to the new operations program. Test scores and other selection criteria may, at the Union option, be reviewed before assignment takes place.
 - 4. District employees passing the selection criteria shall be assigned to the new operations program before any new hires.
 - 5. Any employee electing to enter the program who is unsuccessful in completing any aspect of the program shall be returned to their previous classification and position without loss of seniority or benefits. Any employee dropping out of the program shall have said same option. Six months after dropping out or being dropped out of the program, an employee may bid for any vacancy within the program without prejudice provided, however, the reason or deficiency resulted in their leaving the program has been corrected.
- b. Once selection and training of new operation personnel is complete, the provisions of Article 8 shall apply in total.

ARTICLE 8: PROMOTION AND TRANSFER

SECTION 8.1 - PURPOSE

The purpose and intent of this Article is to provide a procedure wherein the District may accomplish job awards in an expedient manner.

SECTION 8.2 - SCOPE

In filling vacancies within the District, the following provision shall apply: When employees are qualified by knowledge, skill and abilities, as determined by the District, in accordance with requirements of the applicable position, and are physically able to perform the duties of the job in question, the employee with the greatest seniority shall receive preference in accordance with the sequence of consideration outlined in this Section. (See Attachment 2 of this Agreement.)

SECTION 8.3 - FILLING A VACANT POSITION

a. Existing Positions

1. On or before January 31st of each year, a list of all positions that existed in the bargaining unit as of December 31st will be posted in each department.
2. A vacated position that is going to be filled shall be posted for a minimum of seven (7) calendar days. Postings shall be at locations customarily set aside for such announcements at Bus and Light Rail for IBEW bargaining unit members. Each job posting will include the hours, days off, and location of the vacancy.
3. The District shall make proxy forms available upon request to employees leaving on vacation if a vacancy occurs during his or her absence. The employee shall indicate his or her interest in a different shift, days off, and/or reporting location(s) where the work is to be performed. It is the employee's responsibility to submit a completed proxy form to his or her supervisor. The beginning and ending dates for the proxy to be valid must be clearly written on the form.
4. At the conclusion of the posting period, the award of the posted vacancy shall be made pursuant to Section 8.4 below.

b. New Positions

1. The District will post all new positions for fifteen (15) calendar days. A new position is any vacancy the District wants to fill which is not listed on the "existing positions list" posted in January (i.e., new classifications, positions, hours, shifts, reporting location(s) and days off).
2. New position postings shall contain the classification, shift hours, and days off and be posted at Bus and Light Rail Maintenance locations customarily set aside for such announcements.
3. At the conclusion of the posting period, the award of the posted vacancy shall be made pursuant to Section 8.4 below.

c. Award of Positions

1. Upon completion of the posting procedure, the qualified employee(s) with the most seniority who applied for the vacant position will be notified in writing that he or she has been awarded the position, including the reporting date, time and location.
2. If an employee is: 1) required to report to work at a location different from the reporting location that he or she last reported; and 2) required to use large or heavy tools at the employee's work location; and 3) required by the District to transport such tools to such work location, then the District will provide the employee with the time and means necessary, prior to or during the employee's work day, to transport the required tools to that location. All such time will be considered work time and compensated accordingly.
3. It is the prerogative of the District to establish reporting locations for employees that may be different than the location of the main department office. In such circumstances and for the purpose of applying provisions of the CBA pertaining to employee bidding or selection based on seniority, each assigned reporting location shall operate as if it is a "separate department". As such, employees shall select their vacation, floating holidays, be assigned overtime, holiday work, etc., separately from employees in the same classification assigned to a different reporting location.

d. Award of Promotions

1. After awarding a promotion, the District will expedite the move of the employee into the new classification. If the District is unable to make the move within ten (10) calendar days, the employee's pay shall be adjusted to the hourly rate of the new classification.

SECTION 8.4 - PREFERENCE

- a. Preferential consideration based upon District seniority shall be given in the following order:
 1. Bids made by employees entitled to preferential consideration due to demotion as a result of layoffs or reduction in work.
 2. Bids made by senior, qualified employees.

SECTION 8.5 -WORK FORCE REALLOCATION

- a. Whenever the District changes the manpower requirements at a division and/or department, such movement shall be subject to the following "bid" procedure. When there is a work-force reallocation, the newly created shifts, days off and/or hours, if any, shall not be considered a position vacancy as specified under Section 8.3.
 1. The shift, days off and hours within the affected classifications will be posted for fifteen (15) calendar days. Individuals working in the affected classification may bid for the slots, and the senior employee bidding for the slot will be selected. The District shall provide a list of all allocated positions within the affected classification prior to the initiation of this process.

SECTION 8.6 - CERTIFICATION TRAINING

- a. The District will establish certification training programs, which provide the opportunity for District employees to become qualified for the following positions: Mechanic A, Mechanic A (Body/Fender), Painter, Facilities Maintenance Mechanic, Facilities Electronic Technician, Electronic Mechanic, Mechanic A (Gas/Propane), Light Rail Vehicle Technician, Lineworker II, and Rail Maintenance Worker.
- b. The District and Union will jointly establish Bus and Rail training committees to oversee the certification training programs. These committees shall consist of equal representation by both the District and the Union and are authorized to evaluate and establish the training needs, performance, and pay levels of new and current employees working their way through the established training program.
- c. The District and Union will jointly establish a steering committee of six members, which will meet as needed to oversee the progress of the training committees. The steering committee shall consist of equal representation by both the District and the Union.
- d. The District will endeavor to provide annual funding for certification training. The training committees will provide general direction concerning the expenditure of these funds.
- e. An employee actively enrolled in a certification program who has completed the "take-home" portion of a module will be given preferential consideration for assignment to "hands-on" training work over an employee who may be otherwise eligible for the work but is not actively involved in the certification program. Incorporated into this Agreement as Attachment 2, are the agreed upon procedures and a flow chart, which details the filling of journey-level classification vacancies.
- f. After an employee has been signed off as having completed a "hands-on" section of his or her training program, should he or she subsequently be used to perform such work, he or she shall be upgraded and paid the applicable rate of pay pursuant to Article 10, Section 10.3.

SECTION 8.7 - TEMPORARY VACANCIES

- a. When a temporary vacancy occurs in any job classification the District may, at its discretion, temporarily fill it. For the purpose of this article a temporary vacancy is defined as: any temporary vacancy lasting for a period of more than fourteen (14) calendar days. Temporary vacancies will be filled as follows:
 1. Offered in order of seniority to the employee(s) in the classification on the shift where the vacancy occurs.
 2. Offered in order of seniority to the employee(s) in the classification regardless of shift.
 3. Assign to the lowest senior employee within the classification regardless of shift.

When the temporary assignment has concluded the employee(s) shall be returned to their shift days off and rate of pay in effect immediately preceding the assignment.

- b. If a temporary vacancy is anticipated to last longer than twelve (12) months, then the District will post the temporary vacancy during the eleventh (11) month of such vacancy and shall repost the notice every twelve (12) months thereafter while the vacancy is being temporarily filled. The purpose of the posting is to fill the temporary vacancy in the manner described in 'a.', above.

SECTION 8.8 - EMPLOYEE PROBATIONARY PERIOD

- a. Within the bargaining unit: A promoted employee will be on probation for a period of ninety (90) calendar days from the day the employee begins working in the position to which he or she was promoted. During that period, District will determine the employee's ability and qualifications for the position to which the employee was promoted. The District's determination is subject to the grievance procedure.
- b. If the District determines that the employee does not have the ability and/or qualifications for the position, the employee shall be separated from employment unless the employee elects to return to the job classification and shift held just prior to the promotion. If that job classification and/or shift no longer exists, the employee shall be separated from employment unless he or she elects to be placed in the classification, days off and shift that he or she would have occupied had the employee exercised his or her seniority bidding rights when his or her prior job classification and/or shift was eliminated. If another employee is bumped out of a job classification and/or shift by reason of the foregoing, he or she may exercise his or her seniority bidding rights, in the same manner as provided above, and so may each employee who is displaced as the result of the exercise of such bidding rights.
- c. If an employee who is working in the "hands-on" phase of his or her training program is promoted to another job, then the probationary period for the other job shall be extended by 1/3 the length of time of the training program or 90 calendar days, whichever is longer.

SECTION 8.9 - INTERDEPARTMENTAL MOVEMENT

- a. Employees awarded a "lateral" change in job duties, from one department into another (Bus to Rail or Rail to Bus), may not bid out of that job for at least twelve (12) months. For purposes of applying this language, a "lateral" job change is movement from a job in one department into a job within a different department, both of which have the same top hourly rate of pay.

SECTION 8.10 - RIGHT TO RETURN TO THE BARGAINING UNIT

- a. If an employee accepts a District position that is not covered by this Agreement, the employee shall have the right, within the probationary period established for that position, to elect to return to his or her prior job classification, days off and shift. An employee who returns in the manner described above will not suffer loss of seniority under this Agreement.
- b. If the employee's prior job classification and/or shift no longer exists, the employee shall be separated from employment unless he or she elects to be placed in the job classification, days off and shift that the employee would have occupied had the employee exercised his or her seniority bidding rights when his or her prior job

classification and/or shift was eliminated. If another employee is bumped out of a job classification and/or shift by reason of the foregoing, the bumped employee may exercise his or her seniority bidding rights, in the same manner as provided above, and so may each employee who is displaced as the result of the exercise of such bidding rights.

ARTICLE 9: DISPLACEMENT, DEMOTION AND LAYOFF PROCEDURE

SECTION 9.1 - GENERAL RULES

The provisions of this Article, which are applicable to employees in cases of displacement, demotion or layoff, shall be applied in such manner as to give effect to the following.

SECTION 9.2 - PREVAILING SENIORITY

When it is necessary for the District to lay off employees in a given classification, the employee in such classification who has the least seniority shall be laid off first. Such employee may, in lieu of layoff, elect a demotion or transfer, provided he is able to effectively perform the remaining work in which event he shall be demoted or transferred to the next lower classification in the normal line of progression, and he shall be entitled to displace the employee in such other classification who has the least seniority, provided, however, that he shall not be entitled to displace the employee whose seniority is greater than his or her own. Successive demotion or transfers shall be in the reverse order of normal progression.

SECTION 9.3 - NOTICE OF LAYOFF

The District shall give employees concerned as much notice as possible, but in no event shall an employee receive less than thirty (30) working days notice of layoff.

SECTION 9.4 - SEVERANCE PAY

- a. When an employee is laid off in excess of the time limits set forth in Article 7, Section 7.3, such employee shall receive a severance payment equal to one hundred (100) dollars for each completed year.
- b. Employees closed out of service by reason of a permanent physical disability shall have the option of collecting a severance payment pursuant to 'a.' above, or payment for accumulated sick leave as specified in Article 16, Section 16.8, of this Agreement. In addition to the foregoing, employees will receive payment for any accrued but unused vacation (Article 12).
- c. An employee may elect to waive his or her recall rights. Such waiver shall be in writing and irrevocable. Upon submission of the waiver the employee shall be eligible to receive a severance payment at the time of leaving employment, pursuant to 'a.' above.

SECTION 9.5 - RECALL

- a. When recalling a laid-off employee, the District shall transmit the notice of recall, via certified U.S. mail, restricted delivery, to the employee's current address of record. Should the employee fail to respond within fifteen (15) calendar days of receipt of the notice or the recall notice is returned to the District undeliverable, the employee's right of recall shall be forfeited unless such failure to respond is due to an incapacitating illness or injury preventing the employee from notifying the District, either personally or through someone else, of his or her inability to return as scheduled.

- b. In recalling laid-off employee's, the District shall give preference to the employee who was laid off in the classification in which the vacancy occurs or any higher classification within the same line of progression with the greatest seniority, provided such employee can effectively perform the work. An employee, who is reinstated to a position after layoff or demotion in lieu of layoff, shall receive the prevailing wage for the position.
- c. Notwithstanding the above, it is the responsibility of each employee to provide the District, via certified U.S. Mail, their current status and address changes occurring within the two (2) year recall period. However, in any event, the recall period will not extend beyond two (2) years.

SECTION 9.6 - REINSTATEMENT

- a. Notwithstanding other provisions of this Article, an employee terminated from employment who is subsequently reinstated, shall return to his or her prior position or to the position he or she would have held had the termination not have occurred.
- b. An employee, who is displaced due to the return of an employee pursuant to 'a.' above, shall be moved to the position he or she would have held had the termination not have occurred.
- c. Nothing in this Section shall be construed so as to limit the authority of an arbitrator, or the parties to mutually fashion a reinstatement remedy, which may be inconsistent with 'a.' above.

ARTICLE 10: WAGE RATES AND CLASSIFICATIONS

SECTION 10.1 - WAGE RATES

a. Effective May 1, 2008:

1. Effective May 1, 2008, the classification hourly wage rates in effect April 30, 2008, for each classification, shall be increased by two (2) percent.

b. Effective September 1, 2009:

1. Effective September 1, 2009, the classification hourly wage rates in effect August 31, 2009, for each classification, shall be increased by one (1) percent.

SECTION 10.2 - JOB CLASSIFICATION RATES OF PAY

a. New-Hire Wage Progression Schedule

1. An employee hired into one of the below listed job classifications shall begin the new-hire wage progression at 80% of the top hourly rate of pay for the employee's job classification. Thereafter, the employee shall progress to the top hourly rate of pay for the job classification based upon demonstration of his or her job proficiency. Evaluation of proficiency and ability shall be made by the District and/or Joint Labor-Management Training Committee. The total duration of the wage progression shall not exceed six (6) months for a full journey-level employee or a maximum of three (3) years for a journey-level trainee (see Attachment 2).

Job Classifications:

Lineworker II	Electronic Mechanic
LR Vehicle Technician	Senior Mechanic
Painter	Facilities Maintenance Mechanic
Mechanic A	Facilities Electronic Technician
Mechanic A (Gas/Propane)	Rail Maintenance Worker
Mechanic A (Body/Fender)	

2. All Other Classifications:

Effective January 1, 2004, an employee employed in a job classification covered by this Agreement not listed above, shall be paid a percentage of the top hourly rate of pay for the job classification, based upon his or her length of employment from his or her most recent date of hire, as follows:

<u>Length of Employment</u>	<u>Percentage of Job Classification Top Hourly Rate</u>
First 12 months	80%
Second 12 months	90%
Thereafter	100%

- b. Should an employee be awarded a new job before completing the full progression schedule, the percentage level attained at the time of the job change shall be carried forward and applied to the top hourly rate of his or her new job classification.

c. Hourly Wage Table

	Effective 11/01/06	2.0% Effective 05/01/08	1.0% Effective 09/01/09
Bus Maintenance			
Bus Service Worker			
1 st 6 (*)	\$17.63	\$17.98	\$18.16
Thereafter	\$18.84	\$19.22	\$19.41
Electronic Mechanic	\$26.77	\$27.31	\$27.58
Mechanic A	\$26.00	\$26.52	\$26.79
Mechanic A (Body/Fender)	\$26.00	\$26.52	\$26.79
Mechanic A (Gasoline/Propane)	\$26.00	\$26.52	\$26.79
Mechanic B			
1 st 6 (*)	\$22.08	\$22.52	\$22.75
Thereafter	\$23.39	\$23.86	\$24.10
Mechanic C			
1 st 6 (*)	\$19.49	\$19.88	\$20.08
Thereafter	\$20.78	\$21.20	\$21.41
Painter	\$26.00	\$26.52	\$26.79
Senior Mechanic	\$27.28	\$27.83	\$28.11
Upholsterer	\$20.78	\$21.20	\$21.41
Facilities Maintenance			
Facilities and Grounds Worker I			
1st 6 (*)	\$17.63	\$17.98	\$18.16
Thereafter	\$18.84	\$19.22	\$19.41
Facilities and Grounds Worker II			
1st 6 (*)	\$20.78	\$21.20	\$21.41
Thereafter	\$22.08	\$22.52	\$22.75
Facilities Electronic Technician	\$26.77	\$27.31	\$27.58
Facilities Maintenance Mechanic	\$26.00	\$26.52	\$26.79
Facilities Service Worker			
1st 6 (*)	\$15.39	\$15.70	\$15.86
Thereafter	\$16.45	\$16.78	\$16.95

	Effective 11/01/06	2.0% Effective 05/01/08	1.0% Effective 09/01/09
--	-----------------------	-------------------------------	-------------------------------

Light Rail Maintenance

Light Rail Assistant Mechanic	\$20.78	\$21.20	\$21.41
Light Rail Service Worker	\$17.63	\$17.98	\$18.16
1 st 6 (*)	\$18.84	\$19.22	\$19.41
Thereafter			
Light Rail Vehicle Technician	\$26.77	\$27.31	\$27.58

Procurement

Storekeeper	\$22.08	\$22.52	\$22.75
1st 6 (*)	\$23.39	\$23.86	\$24.10
Thereafter			

Wayside

Lineworker I	\$25.39	\$25.90	\$26.16
Lineworker II	\$29.87	\$30.47	\$30.77
Lineworker III	\$34.35	\$35.04	\$35.39
Rail Laborer	\$18.69	\$19.06	\$19.25
1 st 6 (*)	\$20.78	\$21.20	\$21.41
Thereafter			
Rail Maintenance Worker	\$24.70	\$25.19	\$25.44
Senior Rail Maintenance Worker	\$25.93	\$26.45	\$26.71

(*) Applies to an employee who has completed his or her wage progression (Paragraph a., above) and is moving into this classification.

d. After completing ones new-hire pay progression, an employee awarded a new job in a classification with an equal or lower pay rate will be paid the top rate for the new classification. An employee awarded a new job in a classification with a lower top hourly rate of pay shall be compensated at the lower top rate of pay. An employee not having completed his or her new-hire progression shall be compensated pursuant to Section 10.2b.

An employee may not move into a new permanent job while working in his or her new-hire probationary period. (Refer to Article 7, Section 7.4e)

SECTION 10.3 - TEMPORARY UPGRADE

When an employee is assigned another job temporarily, he or she shall receive the highest rate of pay for the classification, or the next higher rate of the new job, whichever is greater. Such employee shall be given credit for all time previously worked in the higher classification. If such assignment is made, it shall be offered to the senior most-qualified employee available at the time.

SECTION 10.4 - LEAD PREMIUM

A premium shall be paid to an employee who has been assigned to perform lead duties. Such duties may include assigning work, answering telephones, doing routine paperwork or directing the work force in the performance of normal duties. If such assignment is made, the District shall determine the appropriate classification needed for the lead duty. The assignment shall be made to the senior-most employee in that classification on the shift.

The lead premium shall be five (5) percent of the employee's regular hourly rate and shall be paid for a minimum of two hours or the duration of the assignment, whichever is longer.

SECTION 10.5 - TRAINING PREMIUM

Employees assigned by their supervisor to the training of any employee other than an apprentice classified employee shall be paid five (5) percent per hour in addition to their regular rate of pay for all hours they performed such training functions.

SECTION 10.6 - MILEAGE/MEAL ALLOWANCE

Mileage Allowance:

- a. An employee required to attend training or who travels on District business in excess of twenty-five (25) miles from his or her normal reporting location shall be reimbursed the current allowable Internal Revenue Service rate per mile for use of his or her personal vehicle with prior District approval. If two (2) or more employees go to the same location, only the senior employee will be reimbursed for personal vehicle mileage.
- b. Other reasonable expenses may be reimbursed as determined by the District, when receipts show expenses actually incurred and are submitted.

Meal Allowance:

An employee's business related meals shall be reimbursed when it is necessary for such an employee to travel on RT business in accordance with the following guidelines:

- a. An employee must be away from the service area for at least four (4) hours to receive one (1) appropriate meal reimbursement; six (6) hours to receive two (2) appropriate meal reimbursements; and eight (8) hours to receive three (3) meal reimbursements.

- b. Employees are required to submit receipts for the cost of meals consumed during out of area trips, as defined above. Employees will be reimbursed up to the business related meal level established by the Internal Revenue Service for the meal (breakfast, lunch or dinner), in the city or geographic location where purchased as defined by the Governmental Accounting Office (GAO).
- c. If receipts are not available, meals will be reimbursed for business-related meals, at the level established by the Internal Revenue Service as part of the tax-free allowable per diem rates as follows:
 - 1) Breakfast shall be paid at 20% of the per diem rate.
 - 2) Lunch shall be paid at 30% of the per diem rate.
 - 3) Dinner shall be paid at 50% of the per diem rate.
- d. Employees are not entitled to per diem meals which are supplied by common carriers or are included in conference fees or prepaid banquet or complimentary services.

SECTION 10.7 - WEEKEND SHIFT PREMIUM

A shift differential for all Saturday and/or Sunday work shall be paid at the rate of five (5) percent of the employee's hourly wage rate for all hours worked on a Saturday and Sunday.

SECTION 10.8 - NEW CLASSIFICATIONS AND WAGE RATES

When necessary, the District will write new job specifications, evaluate and set rates, and install new or modified classifications. Copies of the new job specification and rates of pay shall be furnished the Union as soon as possible. The Union shall have fifteen (15) calendar days from receipt of the new job specification and rates to indicate agreement or disagreement with the new job specification and rates of pay as installed by the District. Failure to notify the District of this agreement as set forth above shall signify acceptance of the specification and rates. In the event of timely disagreement by the Union, the parties shall meet to negotiate the specification and rates. Should the parties fail to reach agreement within thirty (30) calendar days, the matter shall be referred directly to arbitration. Unless the District's operational needs require otherwise, the foregoing process shall be completed before any new or modified classifications are implemented.

ARTICLE 11: HOLIDAYS

SECTION 11.1 - HOLIDAYS

Employees covered by this Agreement shall be entitled to have the following holidays off with pay when they fall on a workday in the basic workweek:

- | | |
|-----------------------------------|-----------------------|
| New Year's Day | Thanksgiving Day |
| Martin Luther King Jr.'s Birthday | Christmas Day |
| Memorial Day | Floating Holidays (5) |
| Independence Day | |
| Labor Day | |

SECTION 11.2 - FLOATING HOLIDAYS

a. Sign-Up - At each vacation sign-up in December, the employee may choose, in seniority order, three (3) floating holidays, the remaining two (2) floating holidays may be selected thirty (30) days prior to the requested date should the date occur in the final six month of the calendar year. The employee shall make such requests in writing and it will be granted, if a slot is available and it is taken during the calendar year. Two (2) or more requests submitted on the same day shall be processed in seniority order. If the employee has not used the two (2) floating holidays by the end of June, the employee must select a date for one (1) of the floaters on a July sign-up for holidays. The remaining unfix holiday may be selected as above.

b. Slots - The District shall make available to employees two (2) slots per day, per shift, for the purpose of selecting floating holidays, except as modified below for the Bus Maintenance Department.

The Bus Maintenance Department shall have two (2) slots per day for each designated group as follows: Senior Mechanic; Mechanic A, B, C; Painter; Body/Fender Mechanic; and Bus Service Worker.

c. The following table sets forth the number of floating holidays that will be made available to an employee after he or she completes his or her 6-month new-hire probationary period, depending upon the month in which the probationary period is completed. An employee may use an available floating holiday after he or she completes his or her new-hire probationary period and before the end of the calendar year in which the new-hire probationary period is completed, on any day selected by the employee that is approved in advance by his or her supervisor.

<u>Probationary Period Ends During</u>	<u>Available Floating Holidays</u>
January or February	five
March or April	four
May or June	three
July or August	two
September or October	one
November or December	none

In December of the calendar year in which an employee completes his or her new-hire probationary period, he or she shall be eligible to bid all five (5) floating holidays for use during the following calendar year, pursuant to paragraphs a and b, above. Floating holidays not used for any reason during the year in which they are available may not be carried into subsequent years for later use.

- d. When an employee moves into a new position or shift, he or she may be required to reschedule previously scheduled floating holiday(s) if the employee's floating holiday(s) on any day, plus the existing employee's previously scheduled floating holiday for the same day, exceed the total number of floating holidays authorized under Section 11.2.(b).

SECTION 11.3 - SUNDAY HOLIDAYS

When any of the above holidays fall on a Sunday, except the floating holidays, the following Monday shall be observed as the holiday.

SECTION 11.4 - HOLIDAY PAY

- a. Employees shall receive eight (8) hours holiday pay at their straight-time, hourly rate, subject to the following:
 - 1. Newly hired employees must have been employed by District for thirty (30) calendar days before being eligible for holiday payment.
 - 2. Employees absent without a bona fide reason on their scheduled workday, either immediately preceding or following any of the above holidays, shall not receive holiday pay. However, holiday pay shall not be withheld if a non-workday intervenes between the holiday and the day they were absent.
- b. Employees off work due to District approved leaves of absence shall receive holiday pay for all holidays occurring within the first thirty (30) calendar days of absence.
- c. An employee absent due to industrial illness/injury shall be paid for all holidays occurring within the first 90 calendar days after the date the absence begins.

SECTION 11.5 - HOLIDAY WORK ROTATION LIST

- a. Employees may be scheduled to work on holidays, on a rotational basis, pursuant to the following:
 - 1. Whenever an employee begins work (new hire, promotion, shift change) on a new shift and/or classification, he or she will be put at the bottom of the Holiday Work Rotation List as it stands on the date he or she begins work.
 - 2. Prior to a holiday, the District shall determine how many individuals it needs on each shift and classification to work on the holiday.

3. The District shall refer to the Holiday Work Rotation List and select the individual(s), in established rotating order, to fill the required staffing levels.
4. The District shall attempt to post the list of individuals required to work the holiday at least eighteen (18) calendar days in advance of the holidays.
5. An employee scheduled to work a holiday which falls on a regularly scheduled day off shall have the option of working the holiday or not, provided the employee is working in a classification on a shift, where there is more than one (1) person available for work. Employees electing not to work shall remain at the top of the Holiday Work Rotation List for the next holiday. Such election must be made within three (3) workdays of the date of the posting.
6. An employee scheduled to work the holiday who does not receive the fifteen (15) calendar days notice shall receive double time pay for all hours worked in addition to his or her eight (8) hours holiday pay, except as follows:
 - (a) When an employee scheduled to work a holiday becomes unavailable to work and the District is informed of the employee's unavailability fifteen (15) calendar days or less prior to the holiday assignment, the District may solicit a volunteer to work said holiday assignment. The District will attempt to contact all employees on the Holiday Rotation List, in sequential order, to solicit a volunteer. A volunteer shall be compensated at the rate of time and one-half (1 ½), in addition to receiving his or her eight (8) hours holiday pay.
 - (b) An employee accepting the voluntary holiday work assignment shall have the option of: 1) retaining his or her place on the Holiday Rotation List; or 2) moving to the bottom of the Holiday Rotation List.
7. Employees scheduled to work the holiday who receive the fifteen (15) calendar days notice shall receive time and one half (1 ½) pay for all hours worked in addition to their eight (8) hours holiday pay.
8. Employees on the Rotation List will not be required to work the holiday when their turn comes up in a week where they have bid the remaining entire week with vacation or four (4) floating holidays.
9. An employee scheduled to work a holiday and is unavailable for the holiday assignment, except pursuant to '10.' below, shall be placed at the top of the Holiday Work Rotation List for the next holiday.
10. Any employee scheduled to work a holiday shall have the option of exchanging his or her assignment with any other qualified employee. The substitute employee shall be paid for all hours worked as though having received fifteen (15) calendar days notice. If, for whatever reason, the substitute employee decides not to work the holiday or does not show up for work as scheduled on the holiday, the originally scheduled employee shall be required to work the holiday at the time and one-half (1 ½) rate of pay. In the event an employee does not receive fifteen (15) calendar days notice, his or her substitute shall be paid in accordance with Section 11.5.a., above. The employee that exercised the option and exchanged his or her holiday

work assignment will rotate on the Holiday Work Rotation List as if he or she had worked. The substitute employee will retain his or her position on the Holiday Work Rotation List as if he or she did not work.

11. Newly hired employees on the payroll less than thirty (30) calendar days who are scheduled to work on a holiday shall be paid at their straight-time rate of pay for all hours worked.

SECTION 11.6 - AFFECTING OTHER BENEFITS

Payment of holiday pay shall not be charged against an employee's sick/emergency leave or vacation accruals.

ARTICLE 12: VACATIONS

SECTION 12.1 - VACATION ELIGIBILITY

- a. All employees hired prior to 3/1/86 shall have the calendar year in which they were hired, (year from which seniority is counted) counted as a full year of service for purpose of counting completed years of service for future vacation eligibility determination.
- b. All individuals hired on or after March 1, 1986, shall have their entitlement to future vacation benefits determined as follows:
 - 1. Such employees shall accumulate prorated vacation time based upon the amount of time worked during the calendar year in which they were hired, pursuant to the schedule set forth below:

EMPLOYMENT DATE:

<u>FROM</u>	<u>THROUGH</u>	<u>DAYS OF VACATION</u>
January 1	March 9	5
March 10	May 14	4
May 15	July 19	3
July 20	September 23	2
September 24	November 28	1
November 29	December 31	0

Prorated first-year vacation accumulation shall be bid in December of the initial calendar year of employment, to be taken during the following calendar year. Thereafter, vacation accruals shall be pursuant to the provisions as set forth in Paragraph c. below.

- 2. An employee hired on any date before July 1st of any year shall have the calendar year which they were hired count as a completed year of service for future vacation benefit determination.
 - 3. An employee hired on or after July 1st of any year shall not have the calendar year in which they were hired count as a completed year of service for purposes of determining future vacation benefit eligibility.
- c. In the subsequent calendar years, an employee shall be entitled to vacation in accordance with the following table:

<u>Completed Years of Continuous Service</u>	<u>Days of Paid Vacation</u>
1 and 2 Year	5 Days
3 and 4 Years.....	10 Days
5-9 Years	15 Days
10-16 Years	20 Days
17-29 Years	25 Days
30 Years + Over.....	30 Days

d. Vacation Sellback to Deferred Compensation Account

An employee with 10 through 16 years of continuous service may annually sell back 1 week (40 hours) of accrued, available vacation at his or her straight time hourly rate. An employee with 17 or more years of continuous service may annually sell back up to 3 weeks (120 hours) of accrued, available vacation at his or her straight time hourly rate.

In order to take advantage of this program, an employee must be enrolled in the 457 Deferred Compensation Plan prior to the end of March of the year in which he or she desires to participate. Enrollment forms are available at the Human Resources Department.

SECTION 12.2 - HOLIDAY DURING VACATION

- a. If a paid holiday occurs during an employee's scheduled vacation, the employee shall have the option to either: 1) take an additional day of vacation; or 2) receive eight (8) hours vacation pay as follows:
1. When an employee elects to take an additional day of vacation, the provisions under Section 12.7.b. shall apply.
 2. When an employee elects to receive pay in lieu of time off for vacation, the time worked in lieu of time off for vacation shall not be considered overtime and shall be compensated at the employee's straight time rate of pay.

SECTION 12.3 - TERMINATION

Employees who resign after giving notice, or who are laid off, shall be paid for any vacation credits which they have at the time of resignation or lay-off. Employees dismissed for cause shall receive similar vacation payments.

SECTION 12.4 - RATE OF PAY

Vacation pay shall be computed at the rate of pay applicable to an employee's regular classification, as of the date his or her vacation shall be taken.

SECTION 12.5 - SELECTION

- a. The District shall schedule vacations between January 1st and December 31st. Prior to January 1st of each year, there shall be a sign-up in each unit of classifications wherein employees may designate their choice of vacation periods, and the District shall prepare the annual vacation schedule on the basis of such a sign-up, giving effect where possible to the selections of employees in the order of their seniority within their respective classifications.
- b. Two (2) employees in any one classification, per shift, shall be allowed off on vacation simultaneously, except where there is a group of three (3) or less employees on the same shift, only (1) employee shall be allowed off from that group. If there are twelve (12) or more in a classification per shift and there are no floating holidays during that week, one (1) additional slot shall be provided. There shall be three (3) picks: first, second, and third shift.

- c. A proxy bid shall be accepted if a person is not available for sign-up.
- d. Employees who have a need for vacation that exceeds their annual accrual must submit a written request to the District by the selection period one year preceding the year in which the carryover is needed. Approval is at the discretion of the District. Carryover vacation is selected as all other vacation, as specified above.

SECTION 12.6 - INVENTORY EXCEPTION

- a. The District shall establish a seven (7) consecutive day period during which they shall take inventory. During said seven (7) day period no parts room personnel shall schedule vacation time or other compensatory time off.
- b. The District shall make the dates of the inventory known prior to the vacation sign-up date.
- c. During the inventory period, the District shall not work graveyard Parts personnel more than twelve (12) consecutive hours.

SECTION 12.7 - VACATION PERIOD

- a. Vacation period shall normally commence on Monday, except that for employees whose workweeks start on days of the week other than Monday, the vacation period shall commence with the starting day of their respective workweeks. The District shall post the vacation schedule on bulletin boards.
- b. An employee is eligible to bid up to two (2) weeks of accrued vacation in increments of one day, as follows: 1) the employee has at least three (3) weeks of accrued vacation to bid at the December sign up (Section 12.1.c); or 2) the employee scheduled a vacation week during a week in which a holiday occurred as specified in Section 12.2 above. The aggregate total eligibility of incremental daily vacation picks shall not exceed ten (10) days in any calendar year. The employee may only select such vacation after all employees have selected their vacation and floating holidays. Such selection shall be in seniority order and within available slots (includes both vacation and floating holiday slots). It is understood that a week of vacation bid during a week in which a fixed holiday occurs shall not be considered as the "daily increment week" provided for herein.
- c. An employee may elect to sell any vacation accrued in excess of ten (10) days (80 hours). Such election must be made at the December vacation sign-up. Following the completion of the sign-up, all employee requests to sell accrued vacation shall be processed and payment shall be made by separate check as soon as practicable, but not later than the second payday in February.
- d. No employee shall be compelled to sell his or her vacation in lieu of taking time off. Time worked in lieu of taking time off because of selling vacation shall not be considered as overtime as such, but shall be compensated at the rate of pay applicable to the work performed.

SECTION 12.8 - UNPAID STATUS

- a. An employee must be in the active service of the District for forty (40) hours or more in any one (1) calendar month to receive a vacation credit for that month.
- b. For purposes of applying this language, active employment is defined as time spent at work in a regular paid status, as well as spent in paid vacation, paid holidays, paid sick leave, jury duty or military leave. Active employment does not include any other hours paid for accrued benefits, except those mentioned above.”

SECTION 12.9 - RETIREMENT

Employees who are approaching retirement shall be allowed to carry over earned vacation credits not to exceed three (3) years total accumulation at time of retirement. For purposes of applying this provision, the term “approaching retirement” shall be defined as an employee who has attained a minimum age of 52 years. An employee accruing vacation under this provision who has not retired after accumulating three years worth of vacation is required to use all accrued vacation hours in excess of the three year amount.

SECTION 12.10 - VACATION FOLLOWING REINSTATEMENT

- a. An employee terminated from employment shall be paid for all accrued but unused vacation time at the time of separation. Should the employee subsequently be reinstated, he or she shall receive vacation subject to the following:
 1. When an employee is terminated from employment, his or her previously bid vacation time in the year in which reinstatement occurred shall not be subject to selection by other employees until the department has been notified by the Employee Relations Department that the termination is final and no longer subject to appeal.
 2. A reinstated employee will be informed by the District that he or she may elect to take accrued vacation time off, if any. Such employee who had previously bid vacation which would occur sometime between the date of return and the end of the calendar year, shall have seven (7) calendar days following notification in which to inform his or her Department Manager/Director, in writing, whether or not he or she wishes to take the time off. Should no written election be made, the employee shall work the time.
 3. A reinstated employee who was paid for accrued vacation that was to be taken the following calendar year, shall have the option to take the time off without pay or work the time. Such option shall be exercised at the annual vacation bid period.
 4. Should an employee elect to take the time off, such time shall be unpaid.
 5. Should an employee elect to work the time, compensation shall be based on the employee’s regular rate of pay, including overtime, if applicable.

6. A reinstated employee who accrues vacation time between reinstatement and the end of that calendar year, shall bid and take such time off as paid vacation in accordance with the normal procedures.
 7. Once notification has been received that a termination is final or an employee has elected not to take his or her previously scheduled vacation time off, said vacation time may be made available to other employees in accordance with the existing practice.
 8. An employee who has been reinstated and has an available vacation balance in excess of that which he or she would normally have had that year given his or her length of service (Section 12.1), will be paid for the extra time. The remaining normal amount of vacation time may be bid and taken off with pay during available time or, the employee may elect to be paid for the time.
- b. Nothing in this Section shall be construed so as to limit the authority of an arbitrator or the parties to mutually fashion a reinstatement remedy which may be inconsistent with 'a' above.

SECTION 12.11 - VACATION ELIGIBILITY UPON CHANGE IN CLASSIFICATION OR SHIFT

When an employee moves into a new position or shift, he or she may be required to reschedule previously scheduled vacation if the employee's vacation schedule on any day, plus the existing employee's previously scheduled vacation for the same day, exceed the total number of vacation days authorized on any given day pursuant to Section 12.5.b.

ARTICLE 13: HEALTH & WELFARE INSURANCE BENEFITS

SECTION 13.1 - GENERAL

There shall be provided for each covered employee and eligible dependent(s) medical, dental, vision, life-AD&D and supplemental life insurance coverages, subject to the terms and conditions set forth herein. All registered domestic partners, as defined in the Domestic Partner Rights and Responsibilities Act of 2003, shall have the same rights, protections and benefits as other employees. Specific information about current insurance providers, insurance plan coverages, enrollment, co-payment amounts, etc., can be obtained by contacting the Benefits Unit of the Human Resources Department.

SECTION 13.2 - CORE INSURANCE BENEFIT

- a. Medical Insurance – The District shall maintain a group medical, major medical and hospital insurance policy for all employees covered by this Agreement and their eligible dependents. The premiums for the insurance coverage shall be shared on a monthly basis with the District paying 92% and the employee paying 8% of the employees' applicable monthly rate. The employee's portion of the premium co-payment amount will be pre-tax payroll deducted each month. The medical insurance benefits are currently provided through group insurance policies issued by Kaiser Permanente and Health Net. Employees may change their insurance coverage, add or drop dependents, or make other benefit adjustments subject to the terms of the policies between the District and the respective insurance companies.
- b. Dental Insurance – During the term of this Agreement, the District will provide dental insurance at no cost to each covered employee and his or her eligible dependents. Insurance coverage is currently provided through Delta Dental Service (DDS) and the benefits are subject to the terms of the policy between the District and the insurance company. There is an annual deductible of \$50.00 per person, per year, with a maximum deductible of \$150.00 per family, per year.
- c. Vision Care Insurance – During the term of this Agreement, the District will provide vision care insurance at no cost to each covered employee and his or her eligible dependents. Insurance coverage is currently provided through Vision Service Plan (VSP) and the benefits are subject to the terms of the policy between the District and the insurance company.
- d. Life Insurance – During the term of this Agreement, the District will provide Life and Accidental Death and Dismemberment Insurance at no cost to each covered employee and his or her eligible dependents. Insurance coverage is currently provided through United of Omaha Life Insurance Company. Coverage for each employee is for \$50,000 and \$1,000 for spouse and eligible dependents over the age of 6 months. Dependents under 6 months of age have coverage in the amount of \$100.00. The provision of all benefits is subject to the terms of the policy between the District and the insurance company.
- e. Supplemental Life – During the term of this Agreement, the District will provide optional Supplemental Life Insurance coverage for each covered employee and his or her spouse. Insurance coverage is currently provided through United of Omaha Life

Insurance Company. 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. The provision of the benefits is subject to the terms of the policy between the District and the insurance company.

SECTION 13.3 - BENEFIT CONTINUATION

Employees off work on a medical leave of absence for an illness or an injury, who are expected to return to active employment with the District as determined by a physician, will have their health and welfare benefits, as described in Section 13.2 above, continued for a period of six (6) months (twenty-four (24) months if an industrial illness or injury) from the date of the injury or illness. The amount of payment as provided for in Section 13.2 or 13.3 and as amended from time to time, for such benefit continuation will be paid by the District. At the conclusion of six (6) months (or twenty-four (24) months) employees may elect to continue benefit coverage under COBRA. Employees electing continuation will be billed by the District on a monthly basis for the amount of the premium cost pursuant to COBRA. Employees not making their premium payment(s) will be dropped from coverage.

SECTION 13.4 - CASH FOR MEDICAL COVERAGE PROGRAM

Employees may elect to receive a monthly cash payment in lieu of District provided medical insurance coverage, subject to the following conditions.

- a. A new employee desiring to enroll in the Cash for Medical Insurance Program may do so as follows:
 1. Annually, during open enrollment in October, a new employee submitting suitable documentation showing that he or she is covered by medical insurance from a source other than Regional Transit must sign a form declining District medical insurance and withdrawing from said coverage. After verification of the alternative medical insurance coverage by the Human Resources Department, the employee will be enrolled in the Cash for Medical Insurance Program. Beginning with the first of the month following the open enrollment period, the employee will be paid an amount equal to fifty percent (50%) of the Kaiser Foundation Health Plan, "employee only" premium rate that is in effect at that time. The payment will be included in paycheck issued on the 25th of the month. Current employees who make changes in their status or elect to enter the Cash for Medical Insurance Program after January 1, 2004, shall have the same fifty percent (50%) rate.
 2. Employees in the program need not re-enroll annually, but are required to maintain their alternative insurance. In the event of a request by RT, within 15 days, the employee must provide satisfactory documentation of the employee's continuing participation in a medical insurance plan in order to remain enrolled in the program.
- b. An employee desiring to terminate his or her participation in the Cash for Medical Insurance Program and re-enroll in a District provided medical insurance plan may do so in one of two ways.
 1. An employee may voluntarily discontinue participation in the Cash for Medical Insurance Program during any annual open enrollment period in October. Upon

submitting the necessary medical insurance plan enrollment forms to the Human Resources Department Benefits Unit, medical coverage will commence the following November 1. The cash payments will be discontinued the same month insurance coverage begins. Effective November 1, 2004, all employees will be at the fifty percent (50%) rate.

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

ARTICLE 14: RETIREMENT PLAN

SECTION 14.1 – AMENDMENT AND DURATION

With respect to the Retirement Plan executed between the International Brotherhood of Electrical Workers, Local Union 1245, and the Sacramento Regional Transit District, on September 16, 1976; and amended and restated through October 31, 2009:

- a. Except by mutual agreement between the International Brotherhood of Electrical Workers, Local Union 1245, and the District, this Plan shall not be subject to reopening for amendments or changes to become effective prior to November 1, 2009.
- b. Should either party desire to amend or change said Retirement Plan, or any portion thereof, such party shall notify the other party in writing not later than August 1, 2009 or by August 1st of any following year.
- c. If such notice is given by one or both parties, a meeting shall be arranged between the parties and a representative of the firm of actuaries retained by the Retirement Board for the purpose of instructing said actuaries to report in writing by September 1st on the feasibility and approximate costs (without extensive actuarial studies) of any amendments or changes that might later be requested by the parties.
- d. Attached hereto and made part of this Agreement is Appendix A, RT/IBEW 1245, Retirement Plan.

SECTION 14.2 – COMPENSATION FOR RETIREMENT BOARD MEMBERS

An employee serving as a member of the IBEW 1245 Retirement Board will be compensated at his or her regular hourly rate of pay for the amount of time during his or her regularly scheduled work hours that he or she actually and necessarily spends: 1) serving as a board member during a noticed Retirement Board Meeting, 2) participating as a board member in other business sanctioned by the Retirement Board, and 3) traveling between the place he or she regularly reports to work at the District and the site of either the noticed Retirement Board Meeting or sanctioned business matter. The District will not compensate such employee for time he or she spends outside of his or her regularly scheduled work hours performing any of the foregoing activities.

ARTICLE 15: LONG TERM DISABILITY INSURANCE

SECTION 15.1 - LTD BENEFITS

- a. Employees covered by the terms of this Collective Bargaining Agreement are provided at no cost to themselves, Long Term Disability (LTD) benefits pursuant to the terms and conditions specified in the Group Long-Term Disability Benefits Policy, GLTD-813G, in effect on January 1, 2007.
- b. The insurance policy referenced above is only to be used as a document to define the conditions and limits of the benefits payable and not an obligation of the District to contract with Mutual of Omaha or any specific provider. This summary of coverage provides a brief description of some of the terms and conditions of the policy.

c. **SUMMARY OF COVERAGE**

Elimination Period	60 Calendar Days
Monthly Benefit	If totally disabled and earning less than 20% of your pre-indexed disability earnings, the benefit is the lesser of: <ul style="list-style-type: none">▪ 60% of your basic monthly earnings to a maximum of \$3,333, less other earnings; or▪ \$2,000, less any other earnings.
Minimum Monthly Benefit	Never less than \$50.
Maximum Benefit Period	Age 61 or Less: to Age 65 or Social Security Normal Retirement Age or 3 years, 6 months, whichever is longer. Age 62 and Up: Consult the Certificate.
Survivor Benefit	Three times your monthly benefit for the month prior to your death.
When Insurance Starts	The first day of the Policy month, which coincides with or follows the day the employee becomes eligible, provided the employee is actively working on that day.
When Insurance Ends	The day before you enter the Armed Forces on active duty (except for temporary active duty of 2 weeks or less. You are no longer actively employed by Regional Transit.

For a complete description of the terms, conditions, exclusions, and limitations of the Policy, refer to the appropriate section of the Certificate, which is available at the Human Resources Department. In the event of a discrepancy between this summary and the Certificate, the Certificate will control.

ARTICLE 16: SICK LEAVE

SECTION 16.1 - ELIGIBILITY

Employees shall accrue one (1) day of sick leave with pay for each month of continuous service except as provided in Section 16.12. No sick leave with pay may be taken until an employee has completed six (6) months of continuous service.

SECTION 16.2 - SICK LEAVE ALLOWANCE

a. Sick leave shall be allowed for absence due to:

1. The inability of an employee to be present or perform his or her duties because of personal illness, off-duty injury, or confinement for medical treatment;
2. Personal medical or dental appointment, which are impracticable to schedule outside of regular working hours.

SECTION 16.3 - THREE-YEAR INCENTIVE PLAN

a. At the completion of any three (3) consecutive years of employment, an employee who has not missed more than eighteen (18) days (144 hours) of work during that time, as defined below, shall receive a sick leave "incentive payment" of forty (40) hours pay at his or her straight time rate in effect at the time payment is made. Receipt of the incentive payment is subject to the following:

1. An employee's three (3) year period begins on January 1st following commencement of employment.
2. Any year used as one of three (3) to receive payment cannot also be counted as one of another group of three (3).
3. Time off work due to vacation, holiday, jury duty, funeral leave, military leave, Workers' Compensation, FMLA/CFRA, or incidental time off granted by a supervisor, which is made up later shall not be counted toward the eighteen (18) days (144 hours).
4. At the conclusion of the third calendar year in which an employee qualifies, the incentive payment will be included in his or her January 25th paycheck.

SECTION 16.4 - ACCUMULATION

Employees who do not take the full amount of sick leave accrued in any year may accumulate the unused portion up to a maximum of 2200 hours (275 days).

SECTION 16.5 - LEAVE OF ABSENCE

a. Employees unable to return to work on the expiration of their paid sick leave, if any, shall be placed on sick leave without pay, not to exceed two (2) additional years.

- b. Individuals receiving compensation from the District and using this leave for purposes other than for what it was granted shall be subject to disciplinary action.

SECTION 16.6 - MINIMUM

A quarter of an hour (15 minutes) is the minimum amount of time which shall be charged to an employee's sick leave.

SECTION 16.7 - ADVANCES

Advanced sick leave will not be granted.

SECTION 16.8 - SICK LEAVE SELLBACK AT RETIREMENT

- a. Effective November 1, 2007, an employee leaving employment and retiring (early, normal, or disability) pursuant to the terms of the RT – IBEW 1245 Retirement Plan, with a retirement date on or after November 1, 2007, may sell back 100% of his or her accrued sick leave balance at the time of leaving active employment.
- b. An employee who leaves employment for any reason except termination for cause or retirement, as set forth above, is eligible to sell back one-third of his or her accumulated sick leave hours on record at the time of leaving active employment.

SECTION 16.9 - SICK LEAVE TO DEFERRED COMPENSATION

- a. Each year, employees who have accumulated a sick leave balance in excess of 480 hours by November 30th shall be notified in December that they are eligible to convert up to 100% of the hours over 480 to money for the express purpose of depositing into their Deferred Compensation Account.
- b. Upon receiving a notice, the employee will have until the end of the following February in which to notify Payroll in writing of how many hours (up to the limit expressed above) he or she desires to convert.
- c. On or around March 1st, the conversion authorization forms will be processed and the dollar equivalent of the hours will be deposited in the employee's deferred compensation account. The deposit will affect the tax year of the calendar year in which it was deposited.
- d. It is the responsibility of the employee to establish an account with the District's provider and monitor the affairs with respect to account balances, taxability and annual deposit limitations.
- e. Sick leave hours are converted to money based upon the employee's hourly rate in effect on November 30th of the year in which notice was received.

SECTION 16.10 - WAITING PERIOD

Newly hired employees may not use accrued paid sick leave benefits while working during their 6 months new hire probationary period (Section 7.4). In the event any employee is hospitalized, or is off due to a service connected injury, sick leave with pay shall begin on the first day of absence. Effective November 1, 2007, and applicable to an employee completing his or her new hire probationary period on or after that date, accrued sick leave benefits may be used as provided herein.

SECTION 16.11 - PROOF OF ILLNESS

- a. The District may require satisfactory evidence of an employee's sickness, medical condition and/or injury before sick leave pay will be granted.
- b. An employee obtaining a leave by making a misrepresentation shall be denied compensation for all time spent on leave and shall be subject to disciplinary action, up to and including termination of employment.

SECTION 16.12 - LOSS OF BENEFITS

- a. An employee must be in the active service of the District at least forty (40) hours in any one (1) calendar month to receive eight (8) hours of sick leave credit for that month.
- b. For purposes of applying this language, active employment is defined as time spent at work in a regular paid status as well as spent in paid vacation, paid holidays, paid sick leave, jury duty or military leave. Active employment does not include any other hours paid for accrued benefits, except those mentioned above.

SECTION 16.13 - NOTIFICATION

- a. When an employee has knowledge that he will not be able to report to work as scheduled, he shall notify a supervisor within his or her department, not later than thirty (30) minutes prior to the start of the scheduled work shift.
- b. Unless hospitalized or verifiably unavailable for other compelling reasons, employees are expected to notify a supervisor within their department personally, on the recorded shop line, of their impending absence from work.
- c. Employees are required to notify a supervisor within their department each day they will be absent, pursuant to the above, unless another reporting schedule has been agreed to between the employee and supervisor.

SECTION 16.14 - AWOL

Employees off without a bona fide reason and not reporting within four (4) hours after the start of their shift shall be considered AWOL (Absent Without Leave) and may be subject to discipline; provided, however, should an employee be involved in the Positive Discipline Program, the District may require a shorter call-in time until the employee is released from the Program. The employee so involved must be notified of the shortened AWOL period for this Section to be operative. Should disciplinary action be taken, the Union or the employee may grieve and take the grievance to the Expedited Grievance Procedure.

SECTION 16.15 - SUPPLEMENTAL SICK LEAVE ACCOUNT

a. Purpose

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

b. Eligibility

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

c. Participation

Participation in this program, as either a recipient or a donor, shall be strictly voluntary and shall not affect the donor's sick leave incentive eligibility.

d. Definitions

1. Donor: Donor means an eligible employee who transfers his or her paid leave to an account maintained for the benefit of an eligible recipient. A donor may transfer up to a maximum of two (2) days (16 hours) of paid leave to each Supplemental Sick Leave Account.
2. Immediate Family Members: An immediate family member means a person who is eligible for dependent coverage under the employee's hospital insurance carrier.
3. Paid Leave: Paid leave means an employee's accrued sick leave, accrued vacation, and accrued floating holidays.
4. Recipient: Recipient means an employee who meets the eligibility conditions precedent to the establishment of a Supplemental Sick Leave Account for the benefit of that employee.

e. Benefit Disbursement Conditions

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

1. An employee or family member of the employee is terminally ill, as diagnosed by a licensed physician and the prognosis is for a continued life span of six (6) months or less; or
2. An employee or family member of the employee has been involved in a life threatening or other catastrophic occurrence which requires immediate care by the recipient; and

3. A Supplemental Sick Leave Account has not been established and/or maintained for the recipient in the preceding twelve (12) consecutive month period; and
4. A Supplemental Sick Leave Account may not fund more than twenty-one (21) days of paid sick leave based upon the recipient employee's current hourly wage; and
5. A Supplemental Sick Leave Account may not be disbursed to an employee unless the employee has ten (10) days (80 hours) or less of accrued vacation and sick leave combined.

f. Establishment of Supplemental Sick Leave Account

1. An employee desiring to establish a Supplemental Sick Leave Account must contact his or her department office and obtain a request form. The form must be completed in detail and submitted to the Department Manager/Director for review and approval. All requests must be approved by the division director in addition to the Department Manager/Director.
2. Once a request has been approved, the department where the request was initiated will notify other departments that a request has been approved and that a notice to employees is to be posted. The notice shall alert employees who wish to donate accrued time that they must fill out a donation form and turn it in to the department's office.
3. Once all hours donated have been verified, each employee's accrual balance will be reduced, and all hours donated will be credited toward the account. Hours may only be donated in blocks of eight (8).
4. If the total donations exceed the amount used by the recipient or the twenty-one (21) day maximum, the balance shall be kept on record to be used for the next request. A subsequent request for donations will not be solicited until the account balance drops below twenty-one (21) days (168 hours).

ARTICLE 17: BEREAVEMENT LEAVE

SECTION 17.1 - LEAVE PROVISIONS

- a. Funeral leave shall be allowed for absences due to the below with said leave being charged against the employee's sick leave accumulation:
 1. Attendance at the funeral of employee's spouse, parents of employee and spouse, children and grandchildren of employee and spouse, brothers and sisters of employee and spouse, natural grandparents of employee and spouse, and son-in-law and daughter-in-law, up to a maximum of three (3) workdays per occasion.
 2. Employees who have not obtained regular status shall be allowed time off without pay as provided for in 'a' above.
 3. Funeral leave may be extended two (2) additional days, by mutual agreement between the employee and department head, for up to five (5) consecutive days. Employees may be required to submit evidence of funeral attendance.
 4. Individuals receiving compensation from the District and using this leave for purposes other than for which it was granted shall be subject to disciplinary action.

ARTICLE 18: EMERGENCY LEAVE

SECTION 18.1 - LEAVE PROVISIONS

- a. An employee may be granted emergency leave if the employee has an emergency due to circumstances beyond his or her control, including but not limited to, funerals for other than family members listed under Section 17.a.1., doctor or dental appointments for the employee and family members or other personal reasons. If granted, said leave shall be charged against the employee's accumulated sick leave.
- b. Emergency leave may also be allowed for childbirth up to a maximum of five working days per occasion with a maximum of two (2) occurrences per year.
- c. An employee obtaining a leave by making a misrepresentation shall be denied compensation for all time spent on leave and shall be subject to disciplinary action, up to and including termination of employment.

ARTICLE 19: FAMILY AND MEDICAL LEAVE

SECTION 19.1 - ELIGIBILITY

Following the California Family Rights Act (CFRA) and the Federal Medical Leave Act (FMLA), leave taken under this section (except for Pregnancy Disability Leave [PDL]) shall not exceed twelve (12) workweeks in a twelve (12) month period.

An employee with at least 1,250 hours of service during the previous twelve (12) month period may be eligible for an unpaid leave for up to twelve (12) workweeks in a twelve (12) month period. Family and Medical Leave may be granted for:

- a. 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 (leave for these reasons must be taken within the twelve (12) month period following the child's birth or placement with the employee); or
- b. To care for an immediate family member, child, parent or a spouse who has a serious health condition; or
- c. To care for employee's own serious health condition that makes him or her unable to work at all or unable to perform any one or more of the essential functions of his or her position, except for disability caused by pregnancy, childbirth or related medical condition.

Pregnancy disability continues to be governed by California Government Code which grants a woman up to four (4) months, depending on her actual period of disability. In addition, the employee may be entitled to Family and Medical Leave up to twelve (12) weeks.

SECTION 19.2 - COMPENSATION WHILE ON LEAVE

An employee off on Family and Medical Leave, except in the case of an employee's own serious health condition, may elect to be compensated by use of accrued vacation and/or floating holidays. Should these accruals be exhausted, by mutual agreement, employees may use their accumulated sick leave.

An employee off on leave for his or her own serious health condition may be compensated by use of accrued sick leave. Should the sick leave accrual be exhausted, then employee may be compensated by use of accrued vacation and/or floating holidays.

An employee may be allowed to take Family and Medical Leave intermittently at a minimum increment of a quarter hour for recurring medical treatment certified by a health care provider.

SECTION 19.3 - LIMITATIONS

- a. Family and Medical Leave shall be limited to twelve (12) workweeks in a twelve-month period if both parents are employed by the District. Said twelve (12) workweek period may be divided between both parents.

SECTION 19.4 - REINSTATEMENT

Upon an employee's return to work after a leave of absence, he or she will be reinstated to his or her former position and working conditions, except when there has been a reduction of forces or his or her position has been eliminated during the leave, he or she will be returned to the position they would have been in had they not been on a leave of absence.

SECTION 19.5 - CONSTRUCTION

It is the intent of the District to comply with all applicable laws and regulations. An employee interested in further information regarding eligibility for Family and Medical Leave may contact the Human Resources Department.

ARTICLE 20: LEAVE OF ABSENCE

SECTION 20.1 - PERIODS OF LEAVE

- a. The General Manager/CEO or his or her duly authorized representative may grant a "Leave of Absence" without pay to a regular employee, for an urgent and substantial reason, for a period not in excess of twelve (12) consecutive months. Such leave shall be further contingent on the District's ability to make satisfactory arrangements to have the employee's duties performed without undue interference with the normal routine of work. Said leaves may, at the District's discretion, be extended for an additional twelve (12) months for substantial reason.
- b. Requests for personal leaves of absence must be submitted in writing to the District at least fifteen (15) working days prior to the anticipated date of leave unless an emergency situation or other personal compelling reason would dictate otherwise.

SECTION 20.2 - WORKING WHILE ON LEAVE

An employee, who accepts gainful employment while on leave of absence, terminates their employment as of such acceptance, unless such employment is approved by the District.

SECTION 20.3 - STATUS

An employee's status as regular employee will not be impaired by such leave of absence and their seniority shall continue to accrue through the first twelve (12) months of such leave. Upon return from leave in excess of twelve (12) months, their date of hire shall be adjusted by such excess. During the period of leave of absence, an employee's position and tour of duty will only be filled on a temporary basis.

SECTION 20.4 - COMMENCE AND END

A leave of absence will commence on and include the first workday on which the employee is absent and terminate with, and includes the workday preceding the day the employee returns to work. The conditions under which an employee will be restored to employment or the termination of leave of absence shall be clearly stated by the District, on the form on which application for the leave is made.

SECTION 20.5 - REINSTATEMENT

Upon an employee's return to work after a leave of absence they will be reinstated to their former position and working conditions, except when there has been a reduction of forces or their position has been eliminated during the leave, they will be returned to the position they would have been in had they not been on a leave of absence.

SECTION 20.6 - TERMINATION OF SERVICE

If an employee fails to report to work after the expiration of their leave of absence, they will thereby forfeit the leave of absence and terminate their employment with the District, unless such failure to report was due to an incapacitating illness or injury preventing the employee from notifying the District, either personally or through someone else, of his or her inability to return as scheduled.

SECTION 20.7 - UNION "LEAVE OF ABSENCE"

- a. An employee's election or appointment to a paid, full-time, position within the International Brotherhood of Electrical Workers, Local 1245 Union, shall, upon presenting the District with evidence of such alternative employment, be granted a leave of absence for a period not to exceed ten (10) years from the effective date of such employment.
- b. During the period of such leave of absence, the employee shall continue to accrue seniority. Should the employee elect to return to the District within the ten (10) year period, he shall be returned to his or her former employment at the wage rate and benefits in effect.
- c. During the leave of absence, the employee shall not be entitled to continued coverage under any of the District health and welfare benefits. However, service credits shall continue to accrue toward retirement.
- d. Should, at the time of return to District employment, the former position of the employee not exist, he or she is no longer able to perform the job, or his or her seniority will not permit him or her to retain the position; he or she may bump into another position where his or her qualifications and seniority will allow him or her to hold a position.
- e. There shall be no more than one (1) District employee on this leave of absence at any one time.

ARTICLE 21: MILITARY LEAVE/RE-EMPLOYMENT

SECTION 21.1 – LEAVE OF ABSENCE FOR DUTY IN THE UNIFORMED SERVICES

An employee providing the District notice that he or she is voluntarily or involuntarily leaving employment to undertake uniformed services or other services deemed to be in the uniformed services (e.g., services as a disaster-response appointee upon activation of the National Disaster Medical System) is entitled to a leave of absence (for a cumulative period not to exceed 5 years, with specified exceptions), reemployment, employment benefits, and protection against discrimination and/or retaliation on account of such uniformed service as provided under the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) (49 U.S.C. Sections 4301 – 4334), in addition to any other rights afforded under applicable federal or state law.

SECTION 21.2 – MILITARY RESERVE AND NATIONAL GUARD SERVICE

An employee providing the District notice that he or she has been ordered to active or inactive duty, including for purposes of training, under authority of the State of California, shall be provided a leave of absence pursuant to such rights afforded under applicable state law.

SECTION 21.3 – LEAVE REQUEST

Employees called into service must provide the District with 30 days written advance notice of impending service or as much notice as is reasonable under the circumstances. Exceptions will be made where such notice is impossible, unreasonable or precluded by military necessity.

SECTION 21.4 – 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.

ARTICLE 22: JURY DUTY

SECTION 22.1 - JURY DUTY LEAVE PROVISIONS

- a. Employees called for jury duty, grand jury trial, or inquest shall be granted the necessary time off for this purpose under the following conditions:
 1. Supervisor Notification: Upon receiving summons of the jury duty report date, the employee must notify his or her supervisor the workday following receipt of the notification.
 2. A regular employee called for jury, grand jury trial, or inquest shall be compensated by the District for the difference between his or her regular wages and any compensation received as a juror. Expenses and travel allowances which are not taxable and payment for jury duty on non-workdays will not be included in computing the remuneration received from the court.
 3. Any compensation by the court shall be kept by the employee, providing jury duty does not conflict with their shift.
 4. Employees required to report for duty as defined in 'a.' above, are required to present to the District, official evidence from the court, of attendance on all days claimed to be at jury duty.
 5. Individuals receiving compensation from the District and using this leave for purposes other than for which it was granted shall be subject to disciplinary action.
- b. If an employee is required to report for jury duty on both of his or her regularly scheduled days off in one workweek, the employee shall be given one workday with pay off during that workweek in which he or she is not required to report for jury duty.
- c. An employee who is required to report to jury duty shall not be required to report to work on that same day if the employee is scheduled to work on that same day.

ARTICLE 23: SUBPOENAED 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 this state, a sister state, or the United States, shall be entitled to leave with pay.
- b. All time off work shall 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.

ARTICLE 24: HEALTH/SAFETY

SECTION 24.1 - SAFETY COMMITTEE

- a. District and Union agree to establish and maintain a Joint Health and Safety Committee consisting of not more than eight (8) members, three (3) of whom shall be appointed by the District and five (5) of whom shall be appointed by the Union, one from each of the departments of Bus Maintenance, Light Rail Maintenance, Wayside, Procurement and Facilities.
- b. The purpose of the Committee will be to promote safe working conditions and safety awareness on the part of both supervisors and other employees, make recommendations with respect to safety rules, discuss industrial accidents and conditions which create health and/or safety hazards, develop safety programs for employees and such other related matters which may develop from time to time. The District shall furnish all lost-time industrial injury reports to the Committee. The parties agree to continue this Committee on a permanent basis.
- c. Union members of the Health and Safety Committee shall serve as employee representatives in safety-related assessments which could affect the bargaining unit.
- d. Time spent in connection with the work of this Committee by Union's Committee members, who are employees of the District while on company time, shall be paid by the District.

SECTION 24.2 - PREVENTION OF ACCIDENTS

- a. District shall make reasonable provisions for the safety of employees in the performance of their work. It shall provide each new employee with a safety indoctrination during the first five (5) days of employment, which shall include giving such employee a copy of the Accident Prevention Rules.
- b. District and Union shall cooperate in promoting the realization of the responsibility of the individual employee and supervisor with regard to the prevention of accidents. The safety rules of the state having jurisdiction shall be observed by the parties hereto. It is recognized that the employer has the exclusive responsibility for providing a safe and healthful workplace and it is the responsibility of all employees to comply with all safety rules and regulations promulgated for maintaining a safe and healthful workplace.

ARTICLE 25: PHYSICAL EXAMINATIONS

SECTION 25.1 - EXAMS AS A CONDITION OF ONGOING EMPLOYMENT

- a. The District 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 shall be borne by the District. The physician scheduled to conduct the examination shall 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.
- b. As a condition of continued employment with the District, any physical examination above provided for must reveal the physical and/or mental fitness of the employee involved to perform his or her duties.

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

1. The employee involved may continue working while undergoing medical treatment if the examining physician shall certify to his or her ability to safely do so, or
2. The employee involved shall be given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to his or her physical and mental fitness to perform again the duties for which he or she was employed. The seniority of the employee involved shall be subject to the provisions of Article 20. Disputes between medical practitioners as to an employee's physical or mental ability shall be subject to a medical arbitration.

SECTION 25.2 - EXAMS FOR LICENSES

- a. The District will provide for a free physical examination by the District physician, as required by law, for the renewal of a driver's license. If it is impracticable for the employee to obtain either a driver's or a physical examination, as required by the District, during his or her off-duty hours, the District will allow the employee time off with pay to do so.
- b. If the examination or test cannot be completed during normal working hours, the employee will be given an allowance for that portion which cannot be completed during working hours, up to a maximum of one (1) hour at the straight time rate, one (1) time only, for each examination or test.
- c. If the employee takes no time off from work in order to complete the examination or test, he or she will receive one (1) hour's pay, at his or her straight time hourly rate.

ARTICLE 26: LIGHT DUTY

SECTION 26.1 - TEMPORARY LIGHT DUTY

- a. The District will make light duty work available to employees who have become temporarily unable to perform the full functions of their regular job, subject to the following provisions:
1. The employee has been medically restricted from performing the full functions of his or her regular, full-time job.
 2. The employee's and/or District's physician has reviewed and certified that the light duty tasks are within his or her physical limitations and will not aggravate the employee's condition. In the event of a dispute due to differing medical opinions (non-industrial illness/injury), the matter shall be resolved by submitting it to another physician mutually agreed upon by the District and Union. This physician's determination shall be final. Resolution of disputes pertaining to industrial illnesses or injuries shall be resolved pursuant to the guidelines mandated by state law under the provisions of the California Labor Code.
 3. The employee shall be paid his or her regular hourly rate of pay for all light duty work performed.
 4. An employee offered light duty work which meets the provisions of 1, 2, and 3 above may not refuse such work.
 5. Light duty work may be made up of duties within a single classification or a combination of duties from an assortment of classifications put together to make the job. Such work, in whole or in part, may be made up of non-bargaining unit work.
 6. Nothing herein is to be construed as a guarantee as to the duration of an individual's light duty or that light duty work will be available in all instances.
 7. All time worked on light duty will be counted as regular paid time for purposes of determining benefit eligibility, accruals, and overtime pay.

SECTION 26.2 - PERMANENT LIGHT DUTY

Employees whose earning capacity is or becomes limited because of age, physical or mental handicap or other infirmities, may be retained at wage rates below those set forth in this Agreement. The wages of such permanently handicapped or super-annuated employees are to be mutually agreed upon between the District, the Union, and the employee, with the work to be performed being the controlling factor.

SECTION 26.3 - OVERTIME ELIGIBILITY

An employee who is accommodated and assigned light-duty work within his or her own classification may perform overtime work provided that the work is within the employee's light-duty work limitations.

ARTICLE 27: SEASONAL EMPLOYEES

SECTION 27.1 - INTRODUCTION

The following provisions shall apply to all seasonal employees in the employ of the District.

SECTION 27.2 - UNION MEMBERSHIP

Seasonal employees shall be covered under the Sections of this Agreement dealing with union membership, union representation, grievance procedure and arbitration.

SECTION 27.3 - RATE OF PAY

The payment for said help shall be the entry level of applicable classifications.

SECTION 27.4 - FRINGE BENEFITS

Seasonal employees shall not be eligible for paid leave or other fringe benefits applicable to full-time employees. However, existing overtime premiums shall apply to all overtime hours worked and seasonal employees who are hired before July 4th shall be entitled to that holiday.

SECTION 27.5 - NUMBER AND TERM OF EMPLOYMENT

- a. Seasonal employees, other than Rail Laborers, shall not be employed for a period greater than four (4) consecutive months during the spring and summer season. The number of such employees shall not exceed ten (10); however, in no event would the total exceed fifty (50) percent within any applicable classification.
- b. Notwithstanding the above, seasonal Rail Laborers shall not be employed for a period greater than four (4) consecutive months in a calendar year. The number of seasonal Rail Laborers shall not exceed four (4) individuals. The compensation for seasonal Rail Laborers shall be at the Light Rail Assistant Mechanic pay schedule.
 1. In order to gain experience, regular Light Rail Department employees shall be given preference in filling such seasonal positions.
 2. Seasonal Rail Laborers will be required to perform semi-skilled, heavy manual labor associated with track and roadbed maintenance and cleaning of Regional Transit right-of-way.

SECTION 27.6 - SENIORITY

Seasonal employees shall not accrue seniority while so employed. A seasonal employee who applies and is received for employment as a full-time employee shall, for all purposes, accrue service or seniority only from the date of his or her hire as a full-time employee.

SECTION 27.7 - SCOPE

The above provisions shall apply only to entry level positions of Facilities Service Worker, Bus and LR Service Worker and Rail Laborer. Duties shall be limited to routine work such as cleaning, sweeping, mopping, and other related semi-skilled assisting duties.

ARTICLE 28: PERSONNEL RECORDS

SECTION 28.1 - REVIEW OF RECORDS

Upon an employee's written request, the District shall provide its employees access to personnel records which are used as the basis for discipline or termination. Such request shall be furnished during normal work hours of the District. Employee's request shall be complied with no later than five (5) days from submission with actual review of the record being during the normal operating times of the District.

SECTION 28.2 - DISCIPLINARY DOCUMENTS

- a. Disciplinary documentation regarding oral reminders shall be forwarded to the supervisor's operating file and remain active for a period of six (6) months. At the conclusion of the six-month period, the documentation shall become inactive pursuant to the procedures of the Positive Discipline Program.
- b. Disciplinary documentation regarding written reminders shall be forwarded to the employee's personnel file and remain active for a period of twelve (12) months. At the conclusion of the one-year period, the documentation shall become inactive pursuant to the procedures of the Positive Discipline Program.
- c. Disciplinary documents concerning a decision-making leave shall remain active in an employee's personnel file for a period of eighteen (18) months. Thereafter, if there has been no further disciplinary action, the decision-making leave shall be considered inactive pursuant to the procedures of the Positive Discipline Program.

ARTICLE 29: GRIEVANCE PROCEDURE

SECTION 29.1 - STATEMENT OF INTENT - NOTICE

- a. The District and Union have implemented a Positive Discipline Program through a separate Memorandum of Agreement dated March 9, 1993, which is incorporated into this Agreement by reference. It is a total performance management system that supports the parties' belief that employees should be recognized for their successes and relies on personal responsibility and decision making to build commitment and self-discipline.

When employees perform their work well, they deserve recognition. When they do not, they should receive counseling and be given an opportunity to improve. Key aspects of the Positive Discipline Program include recognizing and encouraging good performance and correcting that which does not meet expectations. It focuses on communicating an expectation of change and improvement in a personal, adult, non-threatening way, while maintaining a commitment to RT's performance requirements.

- b. It is the intent of the Union and the District that the grievance procedure will support the meaning and content of the Collective Bargaining Agreement and Positive Discipline Program through a concise procedure for resolution of disputes. It is, therefore, the stated purpose of this procedure to:
 1. Avoid grievances and misunderstandings;
 2. Orally handle as many grievances as possible within the framework of this Agreement;
 3. Expeditiously investigate and quickly dispose of such grievances or problems.

SECTION 29.2 - GRIEVANCE AND SUBJECTS

- a. Disputes involving the following subjects shall be determined by the grievance procedure established herein:
 1. Interpretation or application of any of the terms of this Agreement, including exhibits thereto, letters of agreement, informal interpretations and clarifications executed by the Union and the District.
 2. Formal discipline under the Positive Discipline Program of any regular employee, except a newly hired probationary employee as defined in Article 7, Section 7.4.
 3. Disputes as to whether a matter is properly subject for the grievance procedure.
 4. Disputes which may be of a class nature filed on behalf of the IBEW, Local 1245, members.

SECTION 29.3 - FORMAL DISCIPLINE

- a. Under the Positive Discipline Program, formal discipline occurs when an employee receives an oral reminder, written reminder, decision-making leave, or crisis suspension. Coaching and Counseling sessions are not considered formal discipline and, therefore, are generally not subject to the grievance procedure. Following a conversation between the employee and supervisor, the supervisor will consider all information provided during the conversation. Based on the discussion, the supervisor will determine the merits of the issues and, if appropriate, will write a letter to the employee summarizing the formal discipline. This letter will describe the specific problem, the date(s) of previous coaching/counseling and/or formal discipline, the infraction which caused the formal discipline, the employee's commitment and need to change his or her conduct or performance, and the further steps of formal discipline which could follow if the problem is not solved. The letter shall also advise the employee of his or her right to Union representation and his or her right to respond to the formal discipline.
- b. The District shall have fifteen (15) calendar days from the date of the infraction, or date on which such action could have reasonably become known, in which to proceed with formal discipline against an employee.

SECTION 29.4 - TIME LIMITS

- a. It is in the interest of all parties that grievances should be resolved promptly. A grievance shall be considered "timely" when acted upon by the respective parties pursuant to the procedures set forth below.
- b. All grievance time limits may be extended by mutual agreement. A request for a time-limit extension must be in writing and include a specific date a meeting will be held or written response forthcoming. Only in instances of an extreme or unusual nature will agreements for an extension be made for longer than five (5) working days. Such request shall not be unreasonably denied.
- c. Requests for extensions made by the District prior to initiating formal discipline are to be made to the Union Business Representative.
- d. Should the Union fail to file a formal grievance, or the District fail to respond within the prescribed time limits or extension if applicable, the issue shall be deemed to have been resolved pursuant to the last written position of the opposing party. Grievances forfeited on time limits shall not be precedent setting for future issues.

SECTION 29.5 - GRIEVANCE PROCEDURAL STEPS

- a. Pre-Termination Due Process Hearing (Skelly Hearing)

An employee alleged to have engaged in conduct to the degree that management is considering his or her termination from employment, or an employee is alleged to have violated the terms of his or her DML letter where termination from employment is the prescribed punishment, the following process shall be afforded the employee prior to administering a final decision on the proposed disciplinary action.

1. Within 15 calendar days of the date of the infraction or the date on which the infraction could have reasonably become known, the employee and Union will be provided with a "Charge Letter" which explains the infraction, the proposed termination from employment, and copies of any documentation in support of the proposed disciplinary action.
2. The Union and/or the employee will have 7 calendar days in which to submit a written response to the charges or request in writing a meeting to respond orally. The response (written or request for a meeting) shall be directed to the EMT Member (Chief Operating Officer, Chief of Facilities and Business Support Services, or Chief Administrative Officer) who is not in the employee's direct organizational chain of command. If a meeting is requested, it shall be held at the earliest mutual available time and location.
3. Following receipt of the written response or close of the meeting, after taking into consideration the employee/Union's response, the EMT shall issue a written decision within 15 calendar days on whether to uphold or modify the proposed action. Until such time as the decision is issued, the employee will remain employed and not be subject to a loss of normal pay and benefits.
4. If the Union, on behalf of the employee, is in disagreement with the decision of the EMT, it may challenge the decision pursuant to the grievance procedure, as set forth below.

b. Step 1:

1. When notification of formal discipline is received, the employee or Union representative shall have fifteen (15) calendar days in which to file a formal written grievance. The grievance is to be filed with the Manager/Director of the department or a designated representative of the department from which the grievance originated.
2. In non-disciplinary circumstances where a letter of formal discipline is not issued to an employee, the grievant/Union shall have fifteen (15) calendar days from the date of the District action, or date on which such action could have reasonably become known, in which to file the written grievance. The grievance is to be filed with the Department Manager/Director or designated representative where the issue originated.
3. A formal written grievance shall contain the following informational details:
 - (a) a statement of the circumstances and facts upon which the grievance is based;
 - (b) the specific remedy or correction requested;
 - (c) the Article, Section and paragraph number(s) of the Agreement that is alleged to have been violated;
 - (d) the signature of the grievant and/or the Union representative, if applicable; and
 - (e) the date the grievance is filed with the District.

4. Upon receipt of the written grievance, a meeting shall be held with the department Manager/Director or a designated representative, the grievant and/or Union representative. The District's representative shall issue a written decision within fifteen (15) calendar days from the date the grievance was received.

c. Step 2:

1. Should the written response of the District be unacceptable to the Union, the Union may appeal the dispute, in writing, to Step 2. The appeal must be submitted to the Employee Relations Department within fifteen (15) calendar days of receipt of the District's Step 1 response.
2. Upon receipt of the appeal, the Employee Relations Manager or designee shall meet with the Union Business Representative or his or her designee within fifteen (15) calendar days to review the facts of the dispute in an attempt to resolve the matter. Depending upon the circumstances of the dispute, a joint fact-finding investigation may be conducted. A joint statement of the findings and positions of both parties will be issued within thirty (30) calendar days. Should the issue not be resolved, the Union may forward the issue to expedited arbitration or arbitration for a final and binding resolution. If the parties cannot agree on which forum to send the issue, the dispute shall be sent to arbitration. The time limits set forth above may be extended by mutual agreement.

SECTION 29.6 - EXPEDITED ARBITRATION

- a. In the event a grievance is forwarded to expedited arbitration, the following procedures shall be utilized:
 1. The parties will select one (1) arbitrator to serve as the primary neutral in all expedited cases. He or she may be requested to set aside one (1) day a month to hear as many expedited arbitrations as possible. The parties and the arbitrator may also agree on other dates in any month to hear additional cases.
 2. The parties will also select two (2) back-up neutral arbitrators who will hear expedited cases should the primary arbitrator be unavailable.
 3. Either party may permanently strike the primary neutral arbitrator at any time. In that event, the back-up arbitrator will become the primary arbitrator and a new back-up arbitrator will be selected by the parties. If the back-up arbitrator(s) does not wish to become the primary arbitrator, the parties will select a new primary arbitrator.
 4. In the event the parties cannot mutually agree upon the selection of a primary or back-up arbitrator, they shall request a list of five (5) names from the California State Mediation and Conciliation Service. The parties shall flip a coin to decide who will strike first and will then alternately strike names from the list until one (1) person remains who will be the arbitrator. If the arbitrator selected is not willing to serve as arbitrator, the parties will request another list and follow the above procedure until an arbitrator is selected.

5. Two (2) calendar days prior to the hearing, the District and the Union shall each submit a prehearing statement to the arbitrator with a copy to the other party outlining its position and appending whatever exhibits it wishes to present.
6. Neither party may be represented by an attorney unless otherwise mutually agreed.
7. Each party shall have up to one (1) hour to present its case, including whatever time it wishes to reserve for rebuttal. These time limits may be extended by the parties. The presentation may be made by way of statement by the parties' representatives, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall be liberally construed.
8. Following each case, the arbitrator and one member each from the Union and District shall meet in executive session. If the parties cannot agree on a resolution of the issue, the neutral arbitrator shall make a decision on the issue and determine the award. The award shall be announced to the parties, including the employee, and shall be documented in writing at the hearing but shall not include a written opinion. The award shall be final and binding.
9. The fee and expenses of the arbitrator shall be shared equally by the parties. The reimbursement of wages for employees called as witnesses, if applicable, shall be paid by the party wishing to present such witness. Witnesses shall be scheduled so as to minimize disruption of District service and/or Union business.
10. The arbitrator shall have no authority to amend, add to, or alter in any way the expressed terms of the Collective Bargaining Agreement.

SECTION 29.7 - BINDING ARBITRATION

- a. In the event a grievance is submitted to arbitration, the arbitrator shall be selected by mutual agreement or through a mutual selection procedure which shall consist of the alternate striking by both parties from a list of seven (7) arbitrators provided by the California State Mediation and Conciliation Service. Once selected, the arbitrator shall have the authority to bind all parties. It is understood and agreed that proposals to add to, change, or modify this Agreement shall not be arbitrable and that no proposal to amend, modify, or terminate this Agreement, nor any matter or subject arising out of, or in connection with, such proposals may be referred to arbitration under this Section. The arbitrator shall have no authority or power to add to, alter, or amend the terms or provisions of this Agreement. The parties may, by mutual agreement, request the arbitrator to issue a "bench award" within 24 hours of the close of the hearing. In such instances, the arbitrator shall reduce the decision to writing and mail it to each party.
- b. The fees incurred in the payment of the arbitrator shall be divided equally between both parties.

SECTION 29.8 - FINALITY

- a. The resolution of a timely grievance at any time of the steps provided herein shall be final and binding on the District, the Union and the grievant. A resolution at a step below arbitration, while final and binding, is without prejudice to the position of either party unless mutually agreed otherwise.

ARTICLE 30: MISCELLANEOUS

SECTION 30.1 - TRANSIT PASSES

- a. The spouse and dependent children of regular employees shall receive a Transit Pass for free transportation over all lines operated by the District. The pass(es) will be issued within fifteen (15) days following the employee's submission of the required application form(s).
- b. Employees with fifteen (15) or more years of seniority, together with their spouses, leaving by reason of retirement or disability, shall receive a Transit Pass.
- c. The spouse and dependent(s) children of deceased employees with five (5) or more years of seniority at the time of death shall receive a Transit Pass.
- d. For purposes of applying these provisions, the IRS definition of "dependent status" shall be used in determining eligibility for the issuance of a Transit Pass to an employee's dependent(s).

SECTION 30.2 - TOOL REQUIREMENT/INSURANCE

- a. The District will provide theft, fire, and damage insurance for the employee's personal tools stored in the District's garage or District vehicles. Personal tools stored in District vehicles over night must be properly secured. The term "personal tools" shall include tool box or tool boxes. The employee will be responsible for a fifty (50) dollar deductible charge on personal tools.
- b. Each employee required to have tools as a condition of his or her employment shall fill out and sign an appropriate tool list each January 10th. The tool list shall contain each required tool and the brand name.
- c. Attached hereto and made a part hereof is Appendix A, entitled Position Descriptions and Minimum Tool Lists for employees identified in Article 10, Section 10.2.

SECTION 30.3 - TOOL ALLOWANCE

- a. Employees in the classifications defined herein shall receive a tool allowance for the repair, replacement and/or purchase of new tools used in the performance of the job in accordance with the following:

1.	Senior Mechanic	LR Vehicle Technician
	Mechanic A	Facilities Maintenance Mechanic
	Lineworker I, II, III	Facilities Electronic Technician
	Mechanic A (Gasoline/Propane)	Mechanic A (Body/Fender)
	Electronic Mechanic	\$250.00
2.	Mechanic B	Rail Maintenance Worker
	Senior Rail Maintenance Worker	\$200.00

3.	Mechanic C	LR Assistant Mechanic
	Rail Laborer.....	\$150.00

- b. Tool allowance as defined above shall be paid to the applicable employees, by separate check, on the 1st payday in January.
- c. Newly hired employees shall be eligible for receipt of their tool allowance on the 1st payday in January immediately following the completion of their new hire probationary period.
- d. Employees moving from a classification not requiring a tool allowance or from one of a lesser tool allowance shall receive the allowance of the new classification on the 1st payday in January immediately following completion of their probationary period.

SECTION 30.4 - COMMERCIAL DRIVER'S LICENSE ALLOWANCE

- a. Employees submitting proof of payment for the renewal of the commercial driver's license required for the performance of their job will be reimbursed the cost of said license, excluding the cost of the Class C license fee.
- b. Employees hired prior to July 29, 1993, who are no longer required to carry a Class A license in the performance of their jobs may elect to continue said license. Upon submission of proof of payment for renewal of the Class A license, the District will reimburse costs associated with renewal of said license, less the Class C fees.
- c. Reimbursement will not be made for license costs incurred by new hires purchasing a commercial driver's license to begin employment, costs associated with reinstating a license following its being revoked, suspended, or expired, or the purchase or renewal of a Class C driver's license.

SECTION 30.5 - DE MINIMUS DUTIES

- a. All job classifications may be assigned de minimus duties.
- b. De minimus duties shall be defined as tasks which do not require special skills, training, knowledge or ability to complete safely. These tasks will include non-recurring incidental duties which do not affect primary functions but include situations involving interruption in service and cases of public image. It is not the intent of this provision to erode duties from any job classification.

ARTICLE 31: WORK CLOTHING

SECTION 31.1 - UNIFORM ALLOWANCE

- a. The District shall determine the style and make of coveralls and/or uniforms to be worn by the employee. For purposes of interpreting this Article, the term "uniforms" shall mean a shirt and style of pants. The District shall bear the total cost of purchasing, maintaining and laundering such coveralls and/or uniform. Coveralls and/or uniforms will be supplied in sufficient number to maintain the District's standard of appearance. If an employee abuses, misuses or intentionally damages his or her coverall and/or uniform, the District may deduct the cost of replacement for such coverall(s) and/or uniform(s) from the employee's pay.
- b. All employees are required to wear their designated coverall or uniform and report to work clean and neat in appearance.
- c. District shall supply a denim style pant (blue cotton material) to be worn by employees working in the Light Rail, Wayside, Facilities and Procurement Departments.
- d. All other classifications shall wear coveralls.
- e. All coveralls and uniforms will meet safety requirements for the classification according to applicable federal and state laws. Coverall and/or uniform requirements may be changed by the District whenever needed to meet applicable safety requirements.

SECTION 31.2 - DISTRICT-PROVIDED UNIFORM AND COVERALLS

- a. The District shall determine the style and make of coveralls and/or uniforms to be worn by the employee. The District shall bear the total cost of purchasing, maintaining and laundering such coveralls and/or uniform. Coveralls and/or uniforms will be supplied in sufficient number to maintain the District's standard of appearance. However, any abuse, misuse or intentional damaging of said coveralls shall result in replacement costs being borne by the applicable employee.

All employees are required to wear their designated uniform or coverall and report to work with them being clean and neat in appearance.

SECTION 31.3 - SAFETY SHOES

Effective as soon after implementation of this CBA as is practicable, the District will provide safety shoes to all bargaining unit members, pursuant to the following:

Guidelines for implementing a District-paid program for providing footwear meeting federal or state safety standards (ANSI) at no cost to affected employees.

- a. On an annual basis beginning with calendar year 2008, the District will provide all employees one voucher, good for the purchase of one pair of safety shoes/boots. Vouchers may not be accumulated (carried over) from year to year.

- b. The District has determined the appropriate footwear safety standard (ANSI) for each classification in the bargaining unit. At any time during the calendar year, an employee may go to a pre-designated store and procure through the use of the voucher, a new pair of safety shoes.
- c. An employee desiring to purchase a different safety shoe that costs more than the one identified by the District may do so by paying the difference in cost. Any shoe/boot purchased for wear on the job must meet the prescribed safety standard.
- d. An employee promoting on a full-time basis, into a job classification requiring footwear with a higher ANSI standard of protection, will be afforded one voucher to be used for the purchase of the required shoe/boot. Promoting employees are expected to procure the adequate footwear prior to beginning work.
- e. When purchasing a new pair of safety shoes/boots, an employee will be required to show identification to the vendor and disclose the job classification in which he or she is or will be working.
- f. An employee working in a classification where wear and tear on footwear beyond ordinary use might be expected, e.g., Rail Maintenance Worker, Rail Laborer, Lineworkers, LR Service Workers, may request from their Superintendent, a mid-year voucher for the replacement of the damaged shoes/boots. Employees are expected to take reasonable care in the maintenance of their footwear and restrict personal use to work time.

ARTICLE 32: ANTI-ABROGATION

The District shall not by reason of execution of this Agreement reduce the wage rate of any employee covered hereby or change the conditions of employment on the bargaining unit to their disadvantage, or reduce the scope of any present plan or rule beneficial to employees.

ARTICLE 33: SUCCESSORSHIP

In the event there is any change in the ownership of the District either by sale or otherwise, or if the District becomes a part of any Transit District or other Transit Authority during the term of this contract or any extension or renewal thereof, the contract shall, upon sixty (60) days written notice by either party hereto, be opened for renegotiations; provided, however, this provision shall become inoperable in the event the District is acquired by a Transit District or Authority which is required to assume and observe all existing labor contracts of the Sacramento Regional Transit District.

ARTICLE 34: DRUG AND ALCOHOL TESTING POLICY

SECTION 34.1 - POLICY COMPLIANCE

Each employee is required to comply with all applicable provisions of the District's adopted Drug and Alcohol Testing Policy. Nothing herein shall be interpreted to limit the District's right to impose disciplinary action, including termination, for an employee's failure to comply with any aspect of this Program.

SECTION 34.2 - GRIEVANCE AND ARBITRATION RIGHTS

Issues relating to the interpretation and/or administration of the Drug and Alcohol Testing Program including, but not limited to the imposition of discipline not agreed to hereunder, may be made the subject of a grievance and/or arbitration pursuant to the procedures outlined in the Collective Bargaining Agreement.

SECTION 34.3 - TESTING AND WAITING TIME

- a. All time spent on testing, including travel time (if any) and awaiting the test result, shall be considered as paid time under regular pay status, including overtime, if applicable. An employee with a verified positive test result will be taken off regular paid status and placed on a leave of absence after notification of a positive test result as provided herein.
- b. Employees requesting a retest of a positive urine sample may use accrued sick leave and/or vacation. Should the original test result (positive) be different than that of the retest (negative), the employee will be paid for all time lost and his or her accruals will be restored.

SECTION 34.4 - UNION REPRESENTATION

When District directs an employee to undergo a required drug or alcohol test, then upon request by the employee, the employee shall be afforded an opportunity to confer with a union representative in accordance with the principles of Weingarten. The employee shall have the right to be accompanied by a Union Representative to the testing site, if one is reasonably available. Upon receiving a written release signed by the employee, the District will provide the Union with all records upon which the directive was based.

SECTION 34.5 - TESTING DOCUMENTATION

- a. Documentation of a positive drug and/or alcohol test result shall remain in an employee's record for a minimum of 60 months. The time period shall begin from the date of returning to work pursuant to the provisions of this Program.
- b. Access to Records: An employee is entitled, upon written request, to obtain copies of any records pertaining to his or her drug or alcohol test(s). The District shall provide promptly the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records other than those specifically requested.

SECTION 34.6 – CONFIDENTIALITY OF RECORDS AND TESTING INFORMATION

The District shall comply with all applicable DOT and FTA regulations as they apply to confidentiality and privacy of employee records and drug/alcohol testing information. Except as may be authorized or required by law, and as permitted herein, any release of this information is prohibited without the express written permission of the employee tested.

SECTION 34.7 – POSITIVE DRUG OR ALCOHOL TEST RESULT

- a. The following represents the procedural steps in the event of a positive drug screen or breath 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 the employee's length of employment with the District will result in termination from employment.
 1. The employee receives word of a verified positive test result.
 2. The employee is notified of a scheduled appointment with the SAP. Attendance and participation are mandatory.
 3. If the District is notified that the employee failed to complete the program as specified by the SAP, then:
 4. The employee is discharged from employment.
 5. The employee completes the treatment program specified by the SAP and tests negative on a Return-To-Duty Test. He or she is returned to work and:
 6. The employee is subject to unannounced drug and/or alcohol testing, as determined by the SAP. Such testing is in addition to the other program testing and shall be a minimum of 6 unannounced tests during the first year.
 7. The employee has a positive Return-To-Duty test, then:
 8. The employee is discharged from employment.
 9. After returning to work, an employee receives notice of a verified positive drug or alcohol test result during the follow-up testing period for any reason, then:
 10. The employee is discharged from employment.
 11. After returning to work, an employee has no verified positive test during the follow-up testing period, then the unannounced follow-up testing is discontinued.
 12. A verified positive drug or alcohol test for any other reason that is outside the follow-up testing period will result in termination from employment.

SECTION 34.8 – VOLUNTARY REQUEST FOR SUBSTANCE ABUSE TREATMENT

- a. The District 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 Employee Relations Department. An employee voluntarily seeking treatment will be placed on a leave of absence and may utilize his or her accrued paid sick leave and/or vacation during the absence. An employee voluntarily seeking and entering a treatment program must successfully complete the program requirements or be subject to termination from employment. An employee notified to undergo a drug or alcohol test may not seek treatment under this voluntary treatment procedure. An employee may undergo voluntary treatment a maximum of 2 times during his or her length of employment with the District.

The following represents the procedural steps in the event an employee voluntarily requests referral to the substance abuse treatment program:

1. The employee voluntarily requests referral to the District's substance abuse treatment/rehabilitation program.
2. The employee is scheduled for an appointment with the SAP. The employee begins a designated treatment program.
3. The District is notified that the employee has been dismissed from the rehabilitation program for cause.
4. The employee is discharged from employment.
5. The employee completed rehabilitation and tests negative on a Return-To-Duty Test.
6. The employee is returned to work and is subject to unannounced follow-up testing as determined by the SAP. Such testing is conducted under the authority of the District and is in addition to other DOT FTA program testing.
7. The employee has a positive Return-To-Duty Test.
8. The employee is discharged from employment.
9. After returning to work and within the follow-up testing period, if the employee is notified of a verified positive drug or alcohol test result, then:
10. The employee is discharged from employment.
11. At the conclusion of the follow-up testing period, the follow-up testing is ended.
12. A verified positive drug or alcohol test, for any reason, outside the follow-up testing period, is handled pursuant to the procedure established for a positive DOT FTA drug or alcohol test, as set forth in Section 34.7 above, provided that the employee has not utilized more than two (2) voluntary treatments.

ARTICLE 35: ENTIRE AGREEMENT

The parties acknowledge that during the negotiations that resulted in this Agreement, each party had the opportunity to negotiate over wages, hours and working conditions, and that all of the understandings and agreements of the parties with respect to such matters are set forth in this Agreement. This Agreement supersedes and cancels all other understandings and agreements, whether oral or written, between the parties. Any subject or matter not specifically referred to, or covered in this Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE 36: TERM


This Agreement shall take effect on November 1, 2007, and shall continue in full force and effect through October 31, 2009, and thereafter from year to year unless written notice of termination or modification shall be given by either party to the other ninety (90) days prior to the end of the current term.

IN WITNESS HEREOF, the parties execute this Collective Bargaining Agreement this 18th day of June, 2008.


FOR SACRAMENTO REGIONAL
TRANSIT DISTRICT:



MICHAEL R. WILEY
General Manager/CEO

FOR THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNION 1245:



TOM DALZELL
Business Manager


DISTRICT NEGOTIATION COMMITTEE:


DAN BAILEY
Employee Relations Manager
Chief Negotiator



DOUGLAS MILLER
Senior Human Resources Analyst



VERN BARNHART
Director of Maintenance

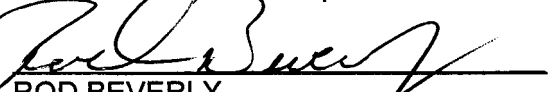

LYNN CAIN
Director of Facilities


ROBERT RUIZ
Maintenance Superintendent

UNION NEGOTIATION COMMITTEE:


DARRYL NORRIS
Business Representative
Chief Negotiator


CONSTANCE BIBBS
LR Service Worker/Shop Steward


ROD BEVERLY
Body/Fender, Mechanic A/Shop Steward


WILLIAM GILLIAM
Storekeeper/Shop Steward


JIM WATT
Light Rail Vehicle Technician/
Negotiations Committeeman