

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**SACRAMENTO REGIONAL TRANSIT DISTRICT**



**and**

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



**EFFECTIVE  
April 1, 2014 thru March 31, 2018**

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## AGREEMENT

This Agreement made and entered into this first day of April 2014 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 31<sup>st</sup> 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.





service.

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 (4<sup>th</sup>) hour of work. Where the fourth (4<sup>th</sup>) 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 ½) times the regular rate of pay. Overtime shall be computed to the nearest one-fourth (¼) 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 (7<sup>th</sup>) 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 ½) 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 ½) 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 the second Sunday of January 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 consecutive working days or longer for reasons other than vacation, upon his or her return to work, he or she shall be credited with the average number of hours accumulated for his or her classification and shift. That employee's name would go to the middle 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 two (2) hours. 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 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 1<sup>st</sup>, 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 31<sup>st</sup> of each year, a list of all positions that existed in the bargaining unit as of December 31<sup>st</sup> 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 and this initial posting may be bid on only by employees currently in the classification.
3. Subsequent postings due to movement within the classification (8.3 a2) will be posted for seven (7) calendar days and be open to all IBEW employees for bidding. Such postings shall be at locations customarily set aside for such announcements at Bus, Light Rail, Facilities and Procurement for IBEW bargaining unit members. Each job posting will include the hours, days off, and location of the vacancy.
4. If a test is required for filling a vacancy, it will not be administered to employees currently in the classification.
5. 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.
6. 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 seven (7) 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. A new position that is going to be filled shall be posted for a minimum of seven (7) calendar days and this initial posting may be bid on only by employees currently in the classification.
3. Subsequent postings due to movement within the classification (8.3 a2) will be posted for seven (7) calendar days and be open to all IBEW employees for bidding. Such postings shall be at locations customarily set aside for such announcements at Bus, Light Rail, Facilities and Procurement for IBEW bargaining unit members. Each job posting will include the hours, days off, and location of the vacancy.
4. If a test is required for filling a vacancy, it will not be administered to employees currently in the classification. Only individuals who successfully pass the test will be allowed to bid.
5. At the conclusion of the posting period, the award of the posted vacancy shall be made pursuant to Section 8.4 below.

c. New Classifications

In the event a new job classification is established, the position(s) will be filled by posting the job for fifteen (15) calendar days for bid by all employees in the bargaining unit. If a test is required for staffing the new position(s) only individuals who successfully pass the test will be permitted to bid.

d. Award of Positions

1. Upon completion of the posting procedure, the qualified employee(s) with the most District 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.

e. Award of Promotions

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. A bid made by an employee entitled to preferential consideration due to demotion as a result of layoffs or reduction in work. An individual refusing a recall shall forfeit his/her eligibility for future preferential consideration under this provision.
  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, Journey Lineworker, 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: An employee promoted or laterally transferred into a job classification with a change in job duties will be on probation for a period of ninety (90) calendar days from the day the employee begins working in the position. During that period, members of the RT – IBEW Training Committee will periodically review the employees performance to determine the employee’s ability and qualifications for the position. If the Training Committee determines that the employee is not performing at the level necessary to pass probation, the employee may be returned to his or her prior job classification pursuant to the procedures set out in paragraph b, below. Should the labor and management Training Committee members split on their assessment of the employees abilities for continuing in the new job, the matter will be submitted to the Steering Committee for review and determination. Should the Steering Committee be unable to resolve the deadlock, District management will make the final decision. 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.

Nothing in this section shall preclude an employee, in the affected classification, to elect a voluntary layoff.

### 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 April 1, 2014:

1. Hourly Wage Increase – Hourly wage rates for all covered job classifications will be increased on the dates and in the amounts as follows:

4/1/14	10/1/14	4/1/15	4/1/16	4/1/17
1.5%	1.5%	3.25%	3.50%	3.75%

2. Lump Sum Payment – Effective as soon as practicable following ratification and Board adoption of the terms of this settlement, all employees on the payroll on April 1, 2014 will be eligible to receive a lump sum payment of \$1000.
3. Journey Level Job Classification Equity Pay Rate Adjustment – Effective April 1, 2014 and occurring on the dates indicated, an equity adjustment increase will be applied to the hourly rates of Journey Level Job Classifications, as follows. These increases will be in addition to the hourly wage increases indicated above. These equity rate increases are applicable to the following job classifications: Electronic Mechanic, Painter, Mechanic–A, Mechanic–A (Body/Fender), Mechanic-A (Gasoline/Propane), Senior Mechanic, Facilities Electronic Technician, Facilities Maintenance Mechanic, Light Rail Vehicle Technician, Journey Lineworker, Lineworker Technician, Rail Maintenance Worker and Senior Rail Maintenance Worker.

10/1/14	4/1/15	4/1/16	4/1/17
2.0%	1.75%	1.5%	1.25%

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:

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

2. All Other Classifications:

Effective April 1, 2014, 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 04/01/14	Effective 10/1/14	Effective 4/1/15	Effective 4/1/16	Effective 4/1/17
<b>Bus Maintenance</b>					
Bus Service Worker					
1 <sup>st</sup> 6 (*)	\$18.43	\$18.71	\$19.32	\$20.00	\$20.75
Thereafter	\$19.70	\$20.00	\$20.65	\$21.37	\$22.17
Electronic Mechanic	\$27.99	\$28.98	\$30.45	\$31.99	\$33.60
Mechanic A	\$27.19	\$28.15	\$29.57	\$31.06	\$32.63
Mechanic A (Body/Fender)	\$27.19	\$28.15	\$29.57	\$31.06	\$32.63
Mechanic A (Gasoline/Propane)	\$27.19	\$28.15	\$29.57	\$31.06	\$32.63
Mechanic B					
1 <sup>st</sup> 6 (*)	\$23.09	\$23.44	\$24.20	\$25.05	\$25.99
Thereafter	\$24.46	\$24.83	\$25.64	\$26.54	\$27.54

Mechanic C					
1 <sup>st</sup> 6 (*)	\$20.38	\$20.69	\$21.36	\$22.11	\$22.94
Thereafter	\$21.73	\$22.06	\$22.78	\$23.58	\$24.46
Painter	\$27.19	\$28.15	\$29.57	\$31.06	\$32.63
Senior Mechanic	\$28.53	\$29.54	\$31.04	\$32.61	\$34.26
Upholsterer	\$21.73	\$22.06	\$22.78	\$23.58	\$24.46

#### Facilities Maintenance

Facilities and Grounds Worker I					
1st 6 (*)	\$18.43	\$18.71	\$19.32	\$20.00	\$20.75
Thereafter	\$19.70	\$20.00	\$20.65	\$21.37	\$22.17
Facilities and Grounds Worker II					
1st 6 (*)	\$21.73	\$22.06	\$22.78	\$23.58	\$24.46
Thereafter	\$23.09	\$23.44	\$24.20	\$25.05	\$25.99
Facilities Electronic Technician	\$27.99	\$28.98	\$30.45	\$31.99	\$33.60
Facilities Maintenance Mechanic	\$27.19	\$28.15	\$29.57	\$31.06	\$32.63
Facilities Service Worker					
1st 6 (*)	\$16.10	\$16.34	\$16.87	\$17.46	\$18.11
Thereafter	\$17.20	\$17.46	\$18.03	\$18.66	\$19.36

Effective 04/01/14      Effective 10/1/14      Effective 4/1/15      Effective 4/1/16      Effective 4/1/17

#### Light Rail Maintenance

Light Rail Assistant Mechanic	\$21.73	\$22.06	\$22.78	\$23.58	\$24.46
Light Rail Service Worker					
1 <sup>st</sup> 6 (*)	\$18.43	\$18.71	\$19.32	\$20.00	\$20.75
Thereafter	\$19.70	\$20.00	\$20.65	\$21.37	\$22.17
Light Rail Vehicle Technician	\$27.99	\$28.98	\$30.45	\$31.99	\$33.60

#### Procurement

Storekeeper					
1st 6 (*)	\$23.09	\$23.44	\$24.20	\$25.05	\$25.99
Thereafter	\$24.46	\$24.83	\$25.64	\$26.54	\$27.54

#### Wayside

Lineworker					
Training Program Progression (**)	\$31.23	\$32.33	\$33.97	\$35.69	\$37.50
Journey Lineworker	\$31.23	\$32.33	\$33.97	\$35.69	\$37.50
Lineworker Technician	\$35.92	\$37.19	\$39.07	\$41.05	\$43.12

Rail Laborer					
1 <sup>st</sup> 6 (*)	\$19.54	\$19.83	\$20.47	\$21.19	\$21.98
Thereafter	\$21.73	\$22.06	\$22.78	\$23.58	\$24.46
Rail Maintenance Worker	\$25.82	\$26.74	\$28.09	\$29.51	\$31.00
Senior Rail Maintenance Worker	\$27.11	\$28.06	\$29.48	\$30.97	\$32.54

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

(\*\*) Lineworker top rate is upon completion of a four year Training Program beginning at 80% of the Journey Lineworker rate. Thereafter the rate is increased to 85%, 90%, and 95% over a maximum of 48 months in the Training Program.

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 ten (10) 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 ten (10) 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 unfixed holiday may be selected as above.
- b. Slots
  1. For all bargaining unit classifications, except those listed in Section 11.b.2. (below), the District shall make available to employees two (2) slots per day, per shift, for the purpose of selecting Floating Holidays, except during the weeks of Thanksgiving, Christmas and New Year's, when one (1) slot will be available.
  2. Employees in Bus Mechanic A, B and C classifications shall have available one (1) slot in each classification per day, per shift.
- 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. An employee absent without a bona fide reason who does not work his or her last regularly scheduled workday preceding and his or her first regularly scheduled workday following a paid holiday 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, e.g. an employee has Saturday / Sunday off and Monday is a paid holiday. He or she must work Friday and Tuesday in order to receive holiday pay.
- 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 1<sup>st</sup> 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 1<sup>st</sup> 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 February 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 1<sup>st</sup> and December 31<sup>st</sup>. Prior to January 1<sup>st</sup> 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 Labor 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. CalPERS Medical Insurance

##### 1. Active Employees

As soon as practicable, on or after April 1, 2011, medical insurance for employee members of IBEW will be changed from the current coverage by Kaiser and Health Net to the medical insurance coverage options provided under the CalPERS program. The employee copayment towards their insurance coverage shall be no less than 10% of the monthly premium rate for the selected plan for the Sacramento Area. Employees may continue to participate in the Cash-In-Lieu of Medical Insurance program with CalPERS coverage under the same terms currently in existence with the monthly amount received being 50% of the Kaiser "Employee Only" premium. The employee copayment for an office visit shall be \$15.00 and emergency room visits shall be \$50.00. Prescription medication supply shall be 30 days.

An employee employed by the District who becomes deceased may have his/her medical insurance coverage for dependent(s) extended for two (2) calendar months immediately following the end of the month in which the employee's death occurred.

Dependent coverage shall be limited to the dependents on his/her medical coverage at the time of death. The terms of the medical insurance premium obligations under the provision shall remain the same as if the employee was still an active employee.

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

Currently, the average of the monthly premium costs (employee only, employee + 1, and family) for the Blue Shield Access Plus plan is higher than the average of the same costs for the Kaiser plan option under the CalPERS program for the Sacramento area. The premium costs for the coverages are reviewed and adjusted on an annual basis by the CalPERS administration. In the future, should the

average of the Kaiser monthly premiums exceed the average of the Blue Shield Access Plus rates, the maximum monthly amount paid by RT will be adjusted to not exceed 90% of the Kaiser Plan rates.

## 2. Retirees

Retirees are eligible to enroll in medical insurance coverage under the CalPERS program. A Retiree will be required to co-pay the difference between RT's minimum monthly contribution amount and the monthly premium cost of the selected insurance plan.

- 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 a one time deductible of \$50.00 per person, per lifetime.
- 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. 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. 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, 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 January of the following year, the employee will be paid an amount equal to fifty percent (50%) of the Kaiser 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.
  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. Upon submitting the necessary medical insurance plan enrollment forms to the Human Resources Department Benefits Unit, medical coverage will commence the following January 1. The cash payments will be discontinued the same month insurance coverage begins.
  2. An employee may withdraw from the Cash for Medical Insurance Program at any time during the year upon losing 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.

## SECTION 13.5 - FLEXIBLE SPENDING ACCOUNT (FSA)

### a. General

A (FSA) is a benefit that allows the employee to pay for certain eligible expenses on a pre-tax basis.

### b. Employee Eligibility

Newly hired employees of RT who enroll within the first thirty (30) days of employment, may participate in the Plan on the 1<sup>st</sup> of the month following thirty (30) days of employment.

Employees enrolled in the program who promote into another classification will experience no interruption in benefits.

### c. Health Care Spending Account

The Health Care Account enables employees to pay for expenses, which are not covered by the employer's health plans or privately held insurance policies using pre-tax dollars. Employees may claim reimbursement of expenses for himself/herself, spouse, and eligible dependents. An employee may set aside an annual amount of \$5,000. Expenses funded through this pre-tax account may not be itemized on the employee's income tax return.

### d. Dependent Care Spending Account

If an employee has dependents that need care in order for the employee to work, the employee may use the Dependent Care Account to pay this cost with pre-tax dollars. Expenses must be for an eligible dependent, as defined by Federal Income Tax Form 2441, "Credit for Child and Dependent Care Expenses." An employee may contribute up to the limits established by the Internal Revenue Code.

### e. Information on Program Details

Contact the Benefits Unit in Human Resources for specifics regarding these plans.

## 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 March 31, 2018:

- 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 April 1, 2018.
- 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 January 1, 2018 or by January 1<sup>st</sup> 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 March 1, 2018 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.
- 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"><li>▪ 60% of your basic monthly earnings to a maximum of \$3,333, less other earnings; or</li><li>▪ \$2,000, less any other earnings.</li></ul>
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 1<sup>st</sup> 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 25<sup>th</sup> 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 30<sup>th</sup> shall be notified in January 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 1<sup>st</sup>, 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 30<sup>th</sup>.

#### 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 all District 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. Catastrophic Illness Or Injury Defined:

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

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

### c. Eligibility

All District 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.

### d. 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. If this donor wishes, his or her name may be released.

### e. 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 forty (40) 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 any of the employee health plans offered by the District.

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

f. 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 immediate family member of the employee is terminally ill, as diagnosed by a licensed physician and the prognosis is for a continued life span of twelve (12) months or less; or
2. An employee or immediate family member of the employee has been involved in a life threatening or other catastrophic occurrence which requires immediate care by the recipient; and
3. A Supplemental Paid Sick Leave Account shall be limited to no more than two (2) accounts during a rolling twelve (12) month period; and
4. A Supplemental Sick Leave Account may not fund more than four hundred eighty (480) hours 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 eighty (80) hours or less of accrued vacation and sick leave combined.

g. Establishment of Supplemental Sick Leave Account:

1. An employee desiring to establish a Supplemental Sick Leave Account (or a Department Manager/Director acting on behalf of the employee) must contact his or her department office or the Human Resources Department and obtain a request form. The form must be completed in detail and submitted to the Human Resources Department for approval or denial by the Director, Human Resources.
2. Once a request has been approved, the Human Resources Department will notify other departments that a request has been approved and that a notice to employees is to be posted. The notice shall alert employees who wish to donate accrued time that they must fill out a donation form and return it to the Human Resources Department within thirty (30) calendar days of the establishment of the Supplemental Sick Leave Account.
3. The donor form used by the Human Resources Department shall contain a declaration by the donor to the effect that the donation is to remain anonymous or the donor grants permission to reveal his or her name to the recipient.

4. The Human Resources Department shall notify the Payroll Department of the recipient's name and the paid leave transfers that have been authorized, and the Payroll Department shall establish an appropriate account and code for this purpose.
5. Once all hours donated have been verified, each employee's accrual balance will be reduced, and all hours will be credited toward the account. Generally, hours may be donated in any amount, except floating holidays may only be donated in blocks of 8 hours.
6. Donations will be credited to the intended recipient's sick leave account on a "first in, first used" basis. If the total donations exceed the amount used by the recipient or the 480 hour maximum, the remaining donations will not be deducted from the donor's account.
7. A donation may only be made one time per donor for each occurrence in which a Supplemental Sick Leave Account has been established.

## 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, domestic partner, parents of employee, spouse or domestic partner, children and grandchildren of employee, spouse or domestic partner, brothers and sisters of employee, spouse or domestic partner, natural grandparents of employee, spouse or domestic partner, 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

- a. 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.
- b. 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:
  1. The birth of a child of the employee, the placement of a child with the employee in connection with the adoption or foster care placement of the child (leave for these reasons must be taken within the twelve (12) month period following the child's birth or placement with the employee); or
  2. An immediate family member, child, parent or a spouse who has a serious health condition; or
  3. An 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.
- c. 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.
- d. The District grants unpaid leave to eligible employees with serious medical conditions in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA) and California Family Rights Act (CFRA). Questions should be directed to the Human Resources Department.

### SECTION 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 **(480 hours)** in a twelve-month period. If both parents are employed by the District, said twelve (12) workweek **(480 hours)** 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. **Upon receipt of a written request**, 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 4<sup>th</sup> 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 Labor Relations Department within fifteen (15) calendar days of receipt of the District's Step 1 response.
2. Upon receipt of the appeal, the Director, Labor Relations 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 10<sup>th</sup>. 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:

#### GROUP 1

Senior Mechanic  
Mechanic A  
Lineworker  
Journey Lineworker  
Lineworker Technician  
Electronic Mechanic

LR Vehicle Technician  
Facilities Maintenance Mechanic  
Facilities Electronic Technician  
Mechanic A (Gasoline/Propane)  
Mechanic A (Body/Fender)

GROUP 2

Mechanic B  
Senior Rail Maintenance Worker

Rail Maintenance Worker

GROUP 3

Mechanic C  
Rail Laborer

LR Assistant Mechanic

<u>Effective:</u>	<u>1/10/15</u>	<u>1/10/16</u>	<u>1/10/17</u>	<u>1/10/18</u>
Group 1	\$350	\$250	\$250	\$250
Group 2	\$275	\$200	\$200	\$200
Group 3	\$200	\$150	\$150	\$150

- b. Tool allowance as defined above shall be paid to the applicable employees, by separate check, on the 1<sup>st</sup> payday in January.
- c. Newly hired employees shall be eligible for receipt of their tool allowance on the 1<sup>st</sup> 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 1<sup>st</sup> 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. Effective upon implementation of this Collective Bargaining Agreement, the annual procurement of required footwear will be increased to \$150.00. On an annual basis 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 Labor Relations Department. An employee voluntarily seeking treatment will be placed on a leave of absence and may utilize his or her accrued paid sick leave and/or vacation during the absence. An employee voluntarily seeking and entering a treatment program must successfully complete the program requirements or be subject to termination from employment. An employee notified to undergo a drug or alcohol test may not seek treatment under this voluntary treatment procedure. An employee may undergo voluntary treatment a maximum of two (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 April 1, 2014, and shall continue in full force and effect through March 31, 2018, 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 31<sup>st</sup> day of March, 2015.

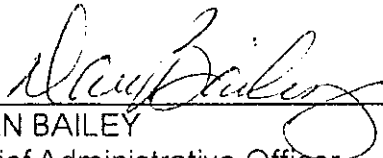
FOR SACRAMENTO REGIONAL  
TRANSIT DISTRICT:

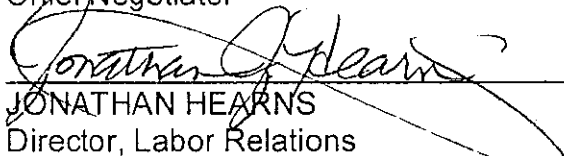
  
MICHAEL R. WILEY  
General Manager/CEO

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

  
TOM DALZELL  
Business Manager

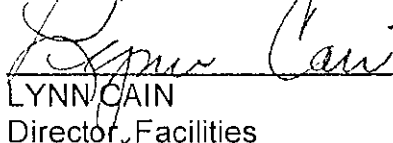
DISTRICT NEGOTIATION COMMITTEE:

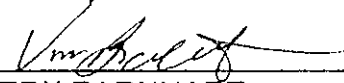
  
DAN BAILEY  
Chief Administrative Officer  
Chief Negotiator

  
JONATHAN HEARN  
Director, Labor Relations

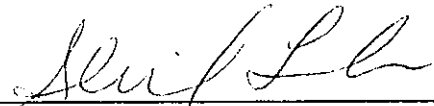
  
DONNA BONNEL  
Director, Human Resources

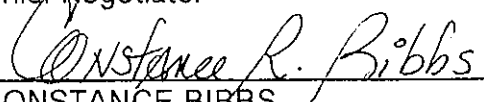
  
DAVID HARBOUR  
Director, Bus Maintenance

  
LYNN CAIN  
Director, Facilities


  
VERN BARNHART  
Director, Light Rail

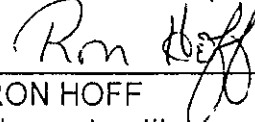
UNION NEGOTIATION COMMITTEE:

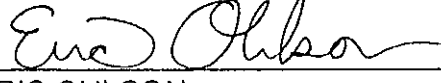
  
SHEILA LAWTON  
Business Representative  
Chief Negotiator

  
CONSTANCE BIBBS  
LR Service Worker/Shop Steward

  
LAUREN BARTLETT  
Storekeeper/Shop Steward

  
JEFF JAMES  
Mechanic A/Shop Steward

  
RON HOFF  
Lineworker III

  
ERIC OHLSON  
Facilities Maintenance Mechanic  
/Shop Steward

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**10/1/2015**  
  
Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.

## RT- IBEW COLLECTIVE BARGAINING AGREEMENT

### SECTION 5.6 ALTERNATIVE WORK SCHEDULE

#### PURPOSE

To clarify the Letter of Agreement entered into between the Sacramento Regional Transit District and International Brotherhood of Electrical Workers, Local 1245, dated February 14, 1996, attached hereto as Exhibit A, establishing a uniform procedure for administering the terms and conditions of employment for employees working an alternative work schedule.

#### INTRODUCTION

The alternative schedules available to the conventional 5/8/40 week are 9/8/80 and 4/10/40.

#### **4/10/40**

The 4/10/40 plan is a work schedule in which employees complete the required 40-hour week by working 10 hours a day, 4 days a week.

#### **9/8/80**

The 9/8/80 plan is a work schedule in which employees alternate weekly between a schedule of four 9-hour days, plus one 8-hour day, and a schedule of four 9-hour days plus one day off. The total hours worked for the 2 weeks is 80.

#### RESPONSIBILITIES FOR THE ALTERNATIVE WORK SCHEDULE

Responsibilities for submitting a requisition for an alternative work schedule are as follows:

1. Employee's Responsibility

The individual group of employees must provide the District with a written justification\* which consists of: 1) names of all employees within the classification on the affected shift; 2) the proposed shifts and days off for each employee; and 3) the work schedule for each employee (4-10-40, 9-8-80, 5-8-40). The employee must complete the Alternative Work Schedule form<sup>1</sup> and submit it to his/her supervisor/manager for review

\* Justification has been defined as meeting the operational needs of the District.

---

<sup>1</sup> The Alternative Work Schedule form is available in the "J" drive as J:\erd\ibewalt.wk4.

*Please note: Employees will continue to receive a paid or unpaid lunch break, pursuant to Section 5.4 of the CBA, based upon their established basic shift hours, not new hours resulting from approval of an alternative workweek schedule.*

2. Department Manager=s Responsibility

Upon receipt of the employee=s request for alternative work schedule, the Department Manager, or designee, shall review the proposed schedule to determine whether the schedule meets the District's justification requirements.

If the proposed schedule does not meet the District's justification requirements, the Department Manager, or designee, shall communicate to the affected employees the reasons why, and no further action will be necessary.

The Department Manager, or designee, will establish the minimum duration for the proposed schedule.

If the proposed schedule meets the District's justification requirements, said work schedule shall be forwarded to the Employee Relations Department and the Business Representative of the IBEW, Local 1245, for further processing.

3. IBEW Business Representative=s Responsibility

Upon receipt of the proposed schedule, the Business Representative shall submit the proposed alternative work schedule to a vote of the affected employees in accordance with the Union's established approval procedures.

### **IMPLEMENTATION AGREEMENT**

Following the vote, the Business Representative shall contact the Employee Relations Department to enter into an agreement regarding the outcome of the alternative work schedule request by the employees.

1. If the vote is not successful, the IBEW Business Representative will send a letter to that effect to the Employee Relations Department and upon execution of the agreement, the Department Manager will be notified and no further action is necessary.
2. If the schedule is approved for implementation, the IBEW Business Representative will send a letter to that effect to the Employee Relations Department and upon execution of the agreement, the originating department will fill the alternative work schedules pursuant to the bid posting, Section 8.5 of the CBA.

3. After the bid posting, to ensure that the pertinent information is properly maintained and recorded for pay purposes, each employee who accepts the alternative work schedule must be provided with an Alternative Work Schedule - Bid Award form<sup>2</sup>

4.

*Please note: In preparing the Bid Award form, to avoid working overtime every other week, the official beginning of the RworkweekQ for 9/8/80 employees will be changed. Employees work 80 hours in 9 days over a two-week period (no more than 40 hours in any given week): 9 hours for 8 days, 8 hours for one day, with the corresponding day in the following week off. Once the 8-hour day is selected, it will be split (4+4) and the workweek will be officially changed to begin at the second 4-hour period. The first 4 hours will be part of week 1, and the second 4 hours will be part of week 2. For example, a typical 9/8/80 schedule is:*

		SUN	MON	TUES	WED	THUR	FRI	SAT	
Week 1	Shift 6 -3	6 -3	6-3	6-3	7-3	off	off		
	Hours	9	+	9	+	9	+	9	+
						4	+	0	+
						4	+	0	+
								0	= 40 hours
									(establishes start of workweek 2)
Week 2	Shift 6 -3	6 -3	6-3	6-3	7-3	off	off		
	Hours	9	+	9	+	9	+	9	+
						ADO	+	0	+
								0	= 40 hours

ADO = Alternative day off

4. Upon completion of the bid process, a copy of each employee's bid posting (indicating shifts, days off and hours) shall be forwarded to Payroll for processing, Risk/Personnel for filing in the employee's personnel file, and the employee.

### **CHANGES/TERMINATION TO ALTERNATIVE WORK SCHEDULES**

Once an alternative work schedule is established for an employee, any changes or termination in the program must be maintained and recorded for pay purposes. *Please note: Alternative work schedule changes or terminations must be effective on the Monday of the first full week of the pay period. Further, documentation of the effective date of change/termination must be forwarded to the Payroll Department for processing.*

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<sup>2</sup> The Alternative Work Schedule Bid Award form is available in the "J" drive as J:\erd\ibewalt.awd.





**Regional  
Transit**

Sacramento Regional  
Transit District  
*A Public Transit Agency  
and Equal Opportunity Employer*

*Mailing Address:*  
P.O. Box 2110  
Sacramento, CA 95812-2110

*Administrative Office:*  
1400 29th Street  
Sacramento, CA 95816  
(916) 321-2800  
(29th St. Light Rail Station/  
Bus 36, 38, 50, 67, 68)

*Light Rail Office:*  
2700 Academy Way  
Sacramento, CA 95815  
(916) 648-8400

February 14, 1996

Dennis Seyfer, Business Representative  
IBEW Local 1245  
P. O. Box 161719  
Sacramento CA 95816-1719

Dear Mr. Seyfer:

This letter of intent represents the agreement between the UNION and DISTRICT concerning the manner in which the DISTRICT will consider and implement alternative work schedules. For the purposes of this agreement, 4-10 and 9-80 work schedules will be the only alternative work schedules considered.

The 4-10 alternative work schedule is based upon four 10 hour days per work week for a total of 40 hours. The 9-80 work schedule is based upon a two week period totaling 80 hours. During the first week, an employee would work four 9 hour days and one 8 hour day for a combination of 44 hours in that week. In the second week, that employee would work four 9 hour days for a weekly total of 36 hours. Over the two week period a total of 80 hours are worked which averages to 40 hours per week.

Employees interested in an alternative work schedule will be required to submit a written justification to the appropriate superintendent or department manager. This justification will contain the proposed work schedule (4-10 or 9-80) which employees would work, the alternative schedule and an indication that all effected employees concur with the work schedule. In order to be considered, the employees justification must be of sufficient detail to demonstrate that RT's operational needs would be met. Approval of alternative work schedules would be at the sole discretion of the applicable department manager. Once approved, alternative work schedules may be revoked by either the District or the Union with 30 calendar day notification. Effected employees will be returned to a 5-8 schedule with hours and days off determined as specified in Article 8 Section 8.5.

All provisions of the Collective Bargaining Agreement shall apply to employees working alternative work schedules except as noted below:

I. Article 3 - Union Activities

A. Section 3.3 - Negotiating Time

Negotiating team members on an alternative work schedule will be moved to an 8 hour five day work week for the term of negotiations.

II. Article 5 - Hours and Overtime

A. Section 5.1 - Definition

For alternative work schedules, the work week is defined to consist of seven consecutive days and the basic work week will be defined by the alternative work schedule. The days in the basic work week will be considered those days regularly scheduled for work as stated in the alternative work week schedule, and non-work days for those days regularly scheduled off.

B. Section 5.2 - Basic Shifts

The alternative work schedule will define an employee's shift while they are working that schedule. Employees on alternative work schedules will be considered a part of the shift which they left when they moved to the alternative schedule. Employees will be allowed 10 minute rest breaks as near the middle of the first half of the shift and second half of the shift as practicable.

C. Section 5.4 - Lunch Breaks

Employees moving from the day shift to an alternative work schedule will not receive a paid lunch regardless of the start or end times of their alternative work schedule. Alternative work schedules developed by employees on the day shift shall include a ½ hour non-paid lunch period regularly occurring between the third and sixth hour of the shift.

D. Section 5.4b - Paid Lunch

Employees moving to an alternative work schedule from the swing or midnight shifts will receive a ½ hour paid lunch break as is the current practice for employees on an 8 hour five day a week work schedule.



III. Article 6 - Overtime

A. Section 6.1 - Overtime Definitions

For alternative work schedules, overtime shall be paid for time worked in excess of the regularly scheduled day (9 hours or 10 hours); or time worked in excess of 40 hours in a work week for a 10-40 work schedule or 80 hours over a two week period for a 9-8-80 work schedule.

B. Section 6.2b - Compensation

Double time will continue to be paid for seventh day work in accordance with the existing contract provision.

C. Section 6.2e - Call-In

The existing call-in language shall apply, however, reference to the normal work day being 8 hours will change to what is normally scheduled for the employee under the alternative work schedule.

D. Section 6.11 - Training Time

The existing training time language shall apply, however, for employees on an alternative work schedule overtime will be paid for training in excess of the employees regularly scheduled work day under the alternative work schedule not to exceed 12 hours.

IV. Article 11 - Holidays

A. Section 11.5 - Holiday Pay

Employees on alternative work schedules will be paid 8 hours at their straight time hourly rate subject to the provisions of Section 11.5 of the Collective Bargaining Agreement. Employees on an alternative work schedule will be allowed to add vacation to the 8 hours of holiday pay in order to receive a full days pay for the holiday based upon the alternative work schedule.

V. Article 12 - Vacation

A. Section 12.1 - Vacation Eligibility

Employees on alternative work schedules will continue to accrue vacation days as specified in these articles. For employees on alternative work schedules, the days of vacation accrued will be converted to hours based

upon 8 hours per day. Employees on alternative work schedules will use vacation on an hourly basis.

VI. Article 16 - Sick Leave

A. Section 16.1 - Eligibility

Employees on alternative work schedules will accrue 8 hours of sick leave with pay for each month of continuous service. Sick leave shall be used on a hourly basis with all other provisions of Article 16 applying.


If you are in agreement with the foregoing please sign and return a copy of this letter of intent as indicated below.

Sincerely,



Dan Bailey  
Employee Relations Manager

Approval:



Dennis Seyfer, Business Representative  
IBEW Local 1245

FILLING FULL JOURNEY-LEVEL AND JOURNEY-LEVEL TRAINEE POSITION  
VACANCIES

A. Introduction

The following illustrates the procedures and steps to follow in filling a position vacancy as outlined in the flow chart contained in Exhibit A, of this document. The Step/Action numbering sequence corresponds to the numbering of the boxes on the flowchart.

B. Steps/Action

1. The District decides to fill a vacancy in a journey-level job classification.
2. A recruitment notice for the vacancy position shall be posted internally for a minimum of seven (7) calendar days. The notice shall state whether the District is seeking a fully qualified journey-level worker or a journey-level/trainee.
- 3a./b. If the District decides that the position must be filled with an individual possessing full journey-level skills,<sup>1</sup> the senior, qualified, internal employee will be offered the vacant position, including the shift, days off and location of the job.
- 4a./b. If the District decides that the position can be filled with either a qualified journey-level employee or a journey-level trainee,<sup>2</sup> the vacancy will be offered to the senior, qualified journey-level employee, including shift, days off and location. If there is none, the vacancy will be offered to the senior, qualified journey-level trainee, as determined by the Joint Labor-Management Training Committee (JLMTC). The shift, days off and location will "float," as deemed necessary by the District, to facilitate completion of hands on training. In all such instances, preference will be given to the fully qualified journey-level employee over a trainee. Training and wage progression will be established pursuant to Step 10, below.
5. If the District is unable to fill the vacant position after completing Steps 3 or 4, as applicable, District may recruit for an external candidate.

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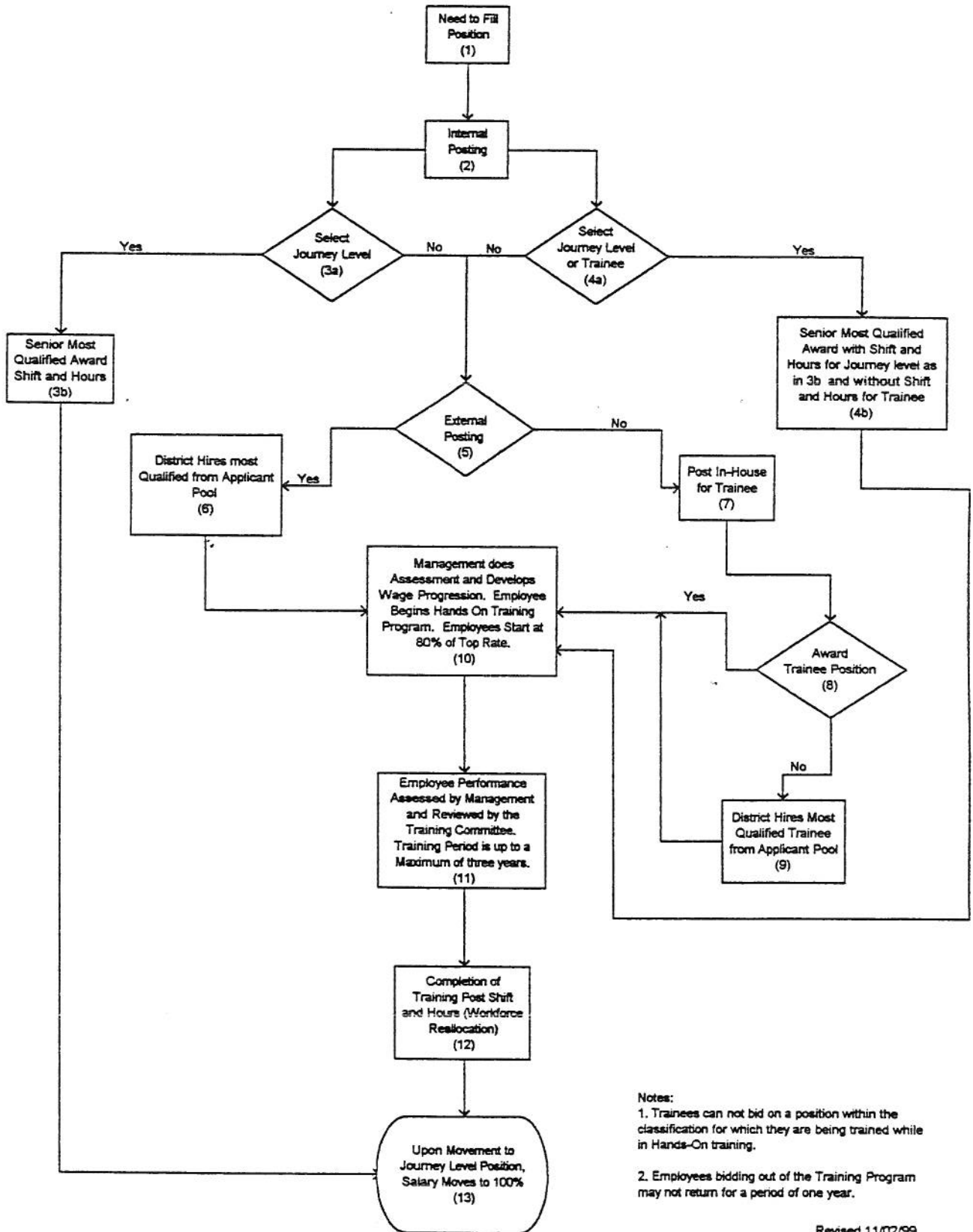
<sup>1</sup> For purposes of this provision, an individual possessing a "journey-level" skill has been defined as one who has completed the District's Certification Training Program or one meeting the qualifications of the position as established for an outside recruitment.

<sup>2</sup> For purposes of this provision, a "journey-level trainee" is defined as one that is actively enrolled in the District's Certification Training Program (CTP), has completed all of the required number of home-study modules and is waiting for an opportunity to move into the "hands-on" training phase.

6. If there is one or more qualified journey-level external candidate(s), the most qualified candidate will be offered the position. Training and wage progression will be established pursuant to Step 10, below.
7. If the District has been unsuccessful in recruiting an individual with full journey-level skills, after an internal (Step 3) or external (Step 5) recruitment, the District may re-post the vacancy internally for a journey-level trainee.
8. If a qualified internal journey-level trainee applies for the posted position, he or she will be offered the position (see Steps 4a and b, above). Training and wage progression will be established pursuant to Step 10, below.
9. If no one applies for the vacancy and/or no applicant is deemed to be a qualified internal journey-level trainee, the District may hire a candidate from the external recruitment applicant pool (Step 5) that most closely meets the needs of the District, for the purpose of placing him or her in the CTP. Training and wage progression will be established pursuant to Step 10, below.
10. Successful candidates, whether internal journey-level trainees or external new-hires will undergo a "needs assessment" by either District management and/or the JLMTC at the time they begin work. Individuals will start work at not less than eighty (80%) percent of the top hourly wage rate for the applicable job classification.
  - (1) An employee will progress to the top hourly wage rate based upon the length of time needed to complete the CTP or new-hire orientation/familiarization with District equipment. Newly hired, fully qualified journey-level employees will have their wage rate increased to the top hourly rate of pay for that job classification on or before the completion of their 6-month probationary period. Journey-level trainees will have their wage rate increased every six (6) months in an amount determined as follows. The amount of time, based upon the "needs assessment," that the employee will take to complete "hands-on" training will be divided into 6-month increments. The difference between 80% and 100% of the top hourly wage rate for the employee's job classification will be divided by the number of 6-month increments. That amount will be added to the trainee's hourly rate at the conclusion of each 6-month period of time. The "hands-on" training/progression period will not exceed 36 months unless the Union and District members of the Training Steering Committee (TSC) agree to extend that time period.

- (2) A journey-level trainee that accepts a position is not eligible to bid on other vacancies within his or her job classification while working in "trainee" status.
  - (3) An employee working on "trainee" status that bids into a different job classification may not return to his or her original trainee job classification for a minimum of 12 months.
  - (4) An employee working on "trainee" status will not be assigned a regular shift and days off. He or she may be assigned any shift, combination of days off and location deemed necessary by the District to facilitate completion of the training program.
11. The employee/trainee will receive performance standards and periodic reviews from his or her supervisor.
  12. At the conclusion of the training period (journey-level trainee), the vacant shift, days off and location will be posted for bid by all employees within the job classification as a "workforce reallocation."
  13. At the time the journey-level trainee starts performing full journey-level work, he or she will be compensated at the top hourly rate of the applicable job classification.

Filling Journey Level and/or Trainee Positions



Notes:  
 1. Trainees can not bid on a position within the classification for which they are being trained while in Hands-On training.  
 2. Employees bidding out of the Training Program may not return for a period of one year.



**RT-IBEW NEGOTIATIONS****MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by and between the International Brotherhood of Electrical Workers, Local 1245, hereinafter referred to as "Union," and the Sacramento Regional Transit District, hereinafter referred to as "District." This MOU shall supercede and replace the RT-IBEW 1995 Negotiations Memorandum of Understanding dated October 17, 1996, and shall memorialize the intent of the parties for interpreting and applying contract provisions of the labor agreement in effect November 1, 1999, through October 31, 2003.

**ARTICLE 4: Subcontracting**

When the parties were discussing the situations where the subcontracting provisions might be used, their "intent" evolved. While the Union recognized that the District at times needs the ability to contract certain bargaining unit work for efficiency and cost, an IBEW-represented employee cannot be displaced or disadvantaged by such action. The District is willing to assure the Union that no member/employee will lose his or her job because of a subcontract. Further, if an employee is on layoff for lack of work and bargaining-unit work is being subcontracted, he or she shall be offered the opportunity to do the work provided he or she possesses the necessary skills.

When a subcontract involving work within the bargaining unit is approved, the number of Union member employees working at that time will be noted, and that number will be the level against which the impact of the subcontracting will be measured. Subcontracting cannot take place if its impact reduces the total regular workforce by attrition, demotion, displacement or layoff.

If the District decides to close out a classification and subcontract those functions, a meeting will be held with the Union to discuss setting up a "closed classification." The details will be worked out so that no bidding into the classification will occur. Current employees will be moved to other vacancies for which they are qualified within the bargaining unit or, at the option of the affected employee, "grandfathered" in the closed classification until there are no members remaining in that classification. During the phase-out of employees within the classification, functions may be subcontracted. Eventually, there would be no employees in the classification and the work performed by subcontractors. In this situation, anyone on a layoff would not be offered the opportunity to enter the closed classification. Should the District decide to once again hire employees to do the work, the Union will retain representation rights to the employees.

## ARTICLE 5: Lunchbreak - Punch In and Out

Section 5.4 - The parties agree to suspend punching time clocks during the lunch period. Employees who work or are interrupted during their lunch period will have their supervisors sign authorization for said time. Employees who have been coached and counseled regarding abuse of their lunch period may be required to punch in and out for their lunch period.

## ARTICLE 6: Overtime

Section 6.6 Misassignment of Overtime/Classification - The parties agree that issues arising from an error in assigning overtime or work to a classification, which has been substantiated, will be remedied by the District compensating the affected individual(s) at the appropriate rate of pay, rather than making overtime hours available to the employee(s).

## ARTICLE 11: Floating Holiday, and ARTICLE 12: Vacation

The procedure to select vacation and floating holiday time off used by an employee (trainee) working in the Certification Training Program (CTP) is not addressed in the Collective Bargaining Agreement (CBA). In that regard, a "trainee" shall select, in seniority order, such time off separately from the other employees working in the job classification. The "trainee" shall be considered a "classification" for purposes of applying the selection language. In the event there is more than one "trainee" in the classification at the same time, All other provisions of the CBA shall be applicable to the CTP "trainees".

## JOB DESCRIPTIONS

- a. Body/Fender and Painter Classifications - It is the understanding of the parties that the current job descriptions of Body/Fender and Painter do not need to be modified in order for the Body/Fender Classification to perform painting duties as part of repair work. It is not the intent to have Body/Fender Mechanics do the full vehicle painting. However, to be consistent with current practice, Body/Fender Mechanics may be utilized to perform painting on the areas which they have fixed.



CERTIFICATION EXAMINATIONS



Employees who must successfully pass an examination required for the full performance of their job will be given no more than three opportunities to pass the test. The examination will be given two times in writing and, if the employee


is unable to pass the test, it will be administered one time orally. The employee may waive a written test and request the second examination be oral. Employees unable to pass the required test will be placed on "remedial status," and the training steering committee will meet to discuss the final dispensation of the matter. The decision of the steering committee will be final.

This MOU is hereby entered into on this 10<sup>th</sup> day of Nov., 1999, and shall run concurrently with the present Collective Bargaining Agreement and will expire on October 31, 2003, unless modified and/or extended by the parties.

FOR THE IBEW, 1245:

FOR THE DISTRICT

  
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\_\_\_\_\_

**APPENDIX A**

**RETIREMENT PLAN**

**BETWEEN**

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

**AND**

**SACRAMENTO REGIONAL TRANSIT DISTRICT**

Adopted by the Board Of Directors  
on  
August 26, 2013

As Restated Effective July 1, 2010

and Amended on January 12, 2015

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## ARTICLE 1

### INTRODUCTION

The Sacramento Regional Transit District originally adopted this Retirement Plan Between International Brotherhood of Electrical Workers Local Union 1245, AFL-CIO and Sacramento Regional Transit District for Regional Transit Employees who are Members of IBEW Local 245 (the "Plan"), effective September 16, 1974. Since then, the District has amended and restated the Plan on numerous occasions. This Retirement Plan supersedes all prior retirement plans which the parties hereto were signatories.

Effective July 1, 2010, the District hereby restates the Plan. The restatement is designed to conform the Plan's terms to recent changes in governing tax laws, and to clarify the Plan's intended operation. The restatement is not intended to eliminate or reduce any benefit or right provided under the Plan as in effect on June 30, 2010.

The Plan is a defined benefit pension plan, and is intended to meet the applicable requirements for qualification under section 401(a) of the Code. The Plan is a governmental plan within the meaning of section 414(d) of the Code.

This Plan document applies to every Member who is credited with an Hour of Service on or after July 1, 2010. All other Members will be covered by the Plan provisions that were in effect on the last date on which the Member was credited with an Hour of Service; however, each provision in this Plan document that has a specific effective date before July 1, 2010 will apply to every Member who is credited with an Hour of Service on or after that effective date.

Capitalized terms used in the Plan are defined in Article 2, unless otherwise indicated.

## ARTICLE 2

### DEFINITIONS

**2.1 "Actuarial Equivalence" or "Actuarial Equivalent"** means an actuarially equivalent amount, determined using the factors specified in Appendix A.

**2.2 "Beneficiary"** means any person designated by a Member to receive payment of benefits under the Plan, or who otherwise qualifies for receipt of benefits under the Plan.

**2.3 "Break in Service"** means the cessation of an Employee's service with the District as an Employee due to resignation, discharge, death, retirement, or any other reason. A Break in Service does not include any of the following break periods:

(a) The period beginning on the date an Eligible Employee is laid off and ending on the date he or she reemployed by the District as an Eligible Employee, but only if he or she (i) is reemployed within 2 years after being laid off and by the last day by which recall to employment is required in order to avoid loss of seniority, as specified in the collective bargaining agreement between the District and the IBEW in effect at the time of recall, and (ii) did not receive any Retirement Allowance during such period.

(b) A leave of absence that is approved in writing by the District, or any period during which the Employee is entitled to receive temporary benefits under California disability laws, but only to the extent the period does not exceed 12 consecutive months. If either such break period (or if the two are taken consecutively, the combined break period) exceeds 12 consecutive months, the Employee will have a Break in Service effective on the day after the last day of the 12-month period. The Retirement Board may extend the 12-month limit for good cause.

(c) Absence from employment with the District for any cause for less than 90 days, provided that the absence does not result in a loss of seniority under the applicable collective bargaining agreement and provided that the Employee returns to work as an Eligible Employee within such 90 day period.

(d) Any cessation of an Employee's service with the District described in Section 4.6.

**2.4 "Code"** means the Internal Revenue Code of 1986, as amended.

**2.5 "Compensation"** with respect to a Member will be determined as follows:

(a) Compensation includes:

(1) base salary paid in cash for personal services actually rendered in the course of employment with the District, to the extent that the amounts are includible in the gross income of the Member;

(2) cash received for overtime and shift differentials;

(3) bonuses and commissions;

(4) cash received in lieu of vacation or sick leave;

(5) amounts deducted, pursuant to a salary reduction agreement, by the District from the Member's base salary that are not includible in the Member's gross income under sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b) of the Code;

(6) Member contributions to the Plan that are treated as employer contributions in accordance with section 414(h)(2) of the Code; and

(7) differential wages, that is, payments made by the District to the Member with respect to any period during which he or she is performing service in the uniformed services (as defined in chapter 43, title 38, United States Code) while on active duty for more than 30 days, but only to the extent those payments represent wages the Member would have received from the District if he or she were performing service for the District.

(b) Compensation does not include:

(1) District contributions to a plan described under section 457(b) or (f) of the Code;

(2) distributions from a plan of deferred compensation;

(3) cash received in lieu of group health coverage under a Code section 125 arrangement;

(4) the monetary value of board, lodging, fuel, laundry, uniforms, or other advantages supplied to the Member; and

(5) any other benefit that is not specifically included in Compensation in accordance with subsection (a) of this Section, regardless of whether the benefit is received in cash or includible in the Member's gross income.

(c) For Plan Years beginning on or after January 1, 1989, and before January 1, 1996, in no event may a Member's annual Compensation exceed \$200,000, as adjusted at the same time and in the same manner as section 415(d) of the Code. For Plan Years beginning on or after January 1, 1996, and before January 1, 2002, the annual Compensation of each Member taken into account for determining all benefits provided under the Plan for any Plan Year may not exceed \$150,000, as adjusted for the cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. For Plan Years beginning on or after January 1, 2002, the annual Compensation of each Member taken into account in determining all benefits under the Plan for any Plan Year may not exceed \$200,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code.

(1) In determining benefit accruals for Plan Years beginning after December 31, 2001, the annual Compensation limit in this Section for determination periods beginning before January 1, 2002 will be \$200,000 if a Member has an Hour of Service on or after January 1, 2002.

(2) The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the Plan Year that begins with or within such calendar year.

**2.6 "Credited Service"** means a Member's service as an Eligible Employee for which the Member receives credit under the Plan. See Article 4.

**2.7 "Date of Hire"** means the date on which an Employee is first entitled to payment for an Hour of Service for the District. For an Employee who has had a Break in Service, Date of Hire means the date on which the Employee is first entitled to payment for an Hour of Service after the Break in Service.

**2.8 "Disability"** means a permanent physical or mental condition of an Eligible Employee, resulting from illness or injury, that disqualifies the Employee from performing the duties of his or her position with the District for reasons not constituting cause for discharge, as determined in accordance with Section 8.4.

**2.9 "Disability Retirement Allowance"** means the benefit payable to the Member upon his or her retirement for Disability as set forth in Article 8.

**2.10 "District"** means the Sacramento Regional Transit District.

**2.11 "District Board"** means the District's board of directors.

**2.12 “Domestic Partner”** means a person who has entered into a registered domestic partnership with a Member in accordance with Division 2.5 of the California Family Code, as amended.

**2.13 “Eligible Employee”** means an Employee who meets the requirements specified in Section 3.1.

**2.14 “Employee”** means any person who is employed by the District under a common-law relationship and does not include a “leased employee” or a person under a third-party contract or personal services contract with the District. Notwithstanding the preceding sentence, if during any period the District does not classify a person as a common-law employee and, for that reason, does not withhold income or employment taxes with respect to that person, then he or she will not be eligible to participate in the Plan during that period, even if he or she is later determined, retroactively, to have been a common-law employee during all or any portion of the period. A person’s status as an Employee will be determined by the District, and that determination will be conclusive and binding on all parties. For purposes of this Section 2.14, the term ‘leased employee’ means any person (other than an employee of the District) who provides services to the District if:

(a) the services are provided pursuant to an agreement between the District and any other person (‘leasing organization’);

(b) the person has performed those services for the District (or for the District and related persons) on a substantially full-time basis for a period of at least one year, and

(c) the services are performed under the primary direction or control of the District.

(d) Contributions or benefits provided to a leased employee by the leasing organization which are attributable to services performed for the District shall be treated as provided by the District.

(e) A leased employee will not be considered an employee of the District if:

(1) the individual is covered by a money purchase pension plan providing:

(A) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee’s gross income under section 125, section 402(e)(3), or section 402(h)(1)(B) of the Code,

(B) immediate participation, and

(C) full and immediate vesting; and

(2) leased employees do not constitute more than 20 percent of the District’s nonhighly compensated workforce.

**2.15 “Final Monthly Compensation”** means the highest average monthly Compensation received by a Member during any consecutive 48-month period of employment with the District as an Eligible Employee.

**2.16 “Hour of Service”** means Hour of Service as defined in Article 4.

**2.17 “IBEW”** means the International Brotherhood of Electrical Workers, Local 1245.

**2.18 “Member”** means a person who has commenced participation in the Plan under Section 3.2, and whose participation has not terminated under Section 3.3.

**2.19 “Normal Retirement Age”** means the later of (i) the Member’s attainment of age 62, or (ii) the Member’s completion of five Years of Service.

**2.20 “Plan Year”** means the 12-month period beginning on each July 1 and ending on the following June 30.

**2.21 “Retirement Allowance”** means the benefit payable to a Member upon his or her retirement from service as set forth in Article 7.

**2.22 “Retirement Board”** means the entity responsible for operating and administering the Plan. See Section 13.1.

**2.23 “Retirement Date”** means the first day of the month after the date on which the Member meets the requirements under Sections 7.1 or 8.1, as applicable, to retire and receive a Retirement Allowance or Disability Retirement Allowance under the Plan.

**2.24 “Spouse”** means a person who has entered into a marriage with a Member pursuant to California Family Code section 300 et seq.

**2.25 “Trust”** means the trust established by the District to fund the benefits payable under the Plan. See Article 12.

**2.26 “Year of Service”** means Year of Service as defined in Article 4.

## ARTICLE 3

### ELIGIBILITY AND PARTICIPATION

**3.1 Eligible Employee.** A person will become an Eligible Employee on the date he or she first: (a) becomes an Employee; and (b) is a member of the bargaining unit represented by IBEW.

**3.2 Commencement of Participation.** Each person who was a Member under the Plan as in effect immediately before July 1, 2010, will remain a Member. On and after that date, a person will become a Member on the date that he or she first becomes an Eligible Employee.

**3.3 Termination of Participation.** Once a person becomes a Member, he or she will remain a Member until the earliest of (a) his or her death; (b) the payment, withdrawal or transfer of all vested benefits due to the Member under the Plan; (c) the Member has a Break in

Service before meeting the applicable vesting conditions under the Plan for receiving a benefit; or (d) the termination of the Plan.

**3.4 Former Eligible Employees.** If a person ceases to be an Eligible Employee for any reason, he or she will again become an Eligible Employee upon meeting the requirements of Section 3.1.

## ARTICLE 4

### SERVICE

**4.1 General.** Credited Service includes a Member's continuous, uninterrupted employment with the District as an Eligible Employee, beginning with the Member's most recent Date of Hire through and including his or her Break in Service.

**4.2 Hour of Service.** An Hour of Service will be credited in accordance with the following provisions:

(a) An Hour of Service will be credited for each hour for which the Member is paid, or entitled to payment, for the performance of duties for the District as an Eligible Employee subsequent to the Member's most recent Date of Hire. These Hours of Service shall be credited to the Member for the period(s) in which the duties are performed.

(b) An Hour of Service will be credited for each hour for which the Member is paid, or entitled to payment, by the District as an Eligible Employee on account of a period of time subsequent to his or her most recent Date of Hire during which no duties are performed due to vacation, holiday, illness, disability, layoff, jury duty, military duty or leave of absence authorized by the District or any leave authorized by applicable law. If, however, the Member has a Break in Service, no additional Hours of Service will be credited to the Member on or after the date of the Break in Service.

**4.3 Year of Service.** A Year of Service shall be credited in accordance with the following provisions:

(a) For any period during which a Member is employed as an Eligible Employee in a job classification designated as full-time under the terms of the applicable collective bargaining agreement between IBEW and the District, the Member will be credited with one Year of Service for each 12 consecutive month period of employment subsequent to the Member's most recent Date of Hire as an Eligible Employee during which the Member is in continuous service with the District without a Break in Service.

(b) For all other periods of employment as an Eligible Employee, including but not limited to part-time employment, a Member will be credited with one Year of Service for each 2,080 Hours of Service credited to the Member subsequent to the Member's most recent Date of Hire as an Eligible Employee.

(c) Each person who was a Member on June 30, 2010, and who was entitled to receive credit under the Plan as in effect on that date for employment before September 16, 1974 with a predecessor entity of the District, will be credited with Years of Service for that service.

**4.4 Break in Service.** If a Member has a Break in Service and is subsequently reemployed by the District as an Eligible Employee, the following will apply:

(a) If the Member is vested under the Plan before the Break in Service, then the Member's Retirement Allowance attributable to Credited Service before the Break in Service will be determined in accordance with the Plan as in effect at the start of the Break in Service. In addition, the Member may accrue another, separate Retirement Allowance for Credited Service after the Break in Service, determined in accordance with the Plan as in effect at the Member's subsequent retirement. The Retirement Allowance for each continuous period of Credited Service before and after the Break in Service will be calculated by taking into account only the Member's Credited Service and Compensation for each such separate but continuous period.

(b) If the Member is not vested under the Plan before the Break in Service, then he or she will not be entitled to any benefit under the Plan for Credited Service or Compensation before the Break in Service. In addition, any Retirement Allowance attributable to the Member's Credited Service after the Break in Service will be calculated without taking into account any Credited Service or Compensation before the Break in Service.

**4.5 Military Service.** A Member is absent on military service when he or she is absent from service with the District by reason of service with the Armed Forces or the Merchant Marine of the United States, or on ships operated by or for the United States government. A Member will receive credit for any increases in Years of Service and in Compensation or Final Monthly Compensation that would otherwise have occurred for all such military service. This will not be construed to regard military service as time worked in the event the military service is performed prior to commencement of service for the District or as the result of military service performed after employment with the District or a predecessor has been terminated by reason of resignation, voluntary quit, or discharge, even if the Member later resumes employment with the District. See also Section 17.1.

**4.6 Service with IBEW.** If an Eligible Employee goes on temporary leave of absence from District employment in order to work for IBEW, then he or she will (i) continue to participate in the Plan during the leave period, (ii) receive service credit under the Plan for the leave period in accordance with Section 4.3(a) or (b), whichever applies based on the Member's job classification as in effect on the day before the first day of the leave period, and (iii) will not suffer any impairment of the credited service or Compensation or Final Monthly Compensation for the purpose of calculating either service or Compensation or Final Monthly Compensation under the terms of the Plan. For this purpose, the Member's Compensation for the leave period will be the Compensation the District would have paid to the Member for the leave period had it not occurred based on the pay rate for the Member's job classification in effect on the day before the first day of the leave.

## ARTICLE 5

### VESTING

A Member will become 100% vested in his or her benefits under the Plan upon the earlier of: (i) the Member's attainment of Normal Retirement Age; or (ii) the Member's completion of five Years of Service. To the extent a Member's benefits under the Plan are vested, they are nonforfeitable.

## ARTICLE 6

### AEA/AFSCME/ATU/NON-REPRESENTED TRANSFERS

#### 6.1 Transfers From AEA, AFSCME, ATU or Non-Represented Employment.

This Section 6.1 applies to any Member who retires under the Plan or who dies while an Eligible Employee, but who, before becoming a Member, received credit for service under the ATU Plan, the Salaried Plan or both. With respect to any such Member:

(a) If the Member has a partially or fully vested retirement benefit under the ATU Plan or Salaried Plan, the Member's prior service and earnings while covered under such plan will not be counted under this Plan for purposes of calculating the amount the Member's Retirement Allowance, Disability Retirement Allowance, or survivor benefit, as applicable. Such service will, however, be counted as Credited Service for the sole purpose of determining eligibility for those benefits, but only if (1) the prior service would have, if the Member were a member of the bargaining unit represented by IBEW, counted as Credited Service under this Plan, and (2) the Member did not have a Break in Service immediately before becoming a Member of this Plan.

(b) If the Member does not have any vested retirement benefit under the ATU Plan or Salaried Plan, the Member's prior service and earnings while covered under such plan will be counted for all purposes under this Plan (including calculation of the Member's Retirement Allowance and Disability Retirement Allowance), but only if (1) the prior service and earnings would have, if the Member were a member of the bargaining unit represented by IBEW, counted as Credited Service or Compensation under this Plan, and (2) the Member did not have a Break in Service immediately before becoming a Member of this Plan.

#### 6.2 Definitions. For purposes of this Article 6:

(a) "ATU Plan" means the Retirement Plan for Regional Transit Employees who are Members of ATU Local 256.

(b) "Salaried Plan" means the Sacramento Regional Transit District Retirement Plan for AFSCME, AEA, and Non-Represented Employees.

## ARTICLE 7

### SERVICE RETIREMENT

**7.1 Retirement.** A Member will be eligible to retire and receive payment of a Retirement Allowance under the Plan upon meeting the following requirements:

- (a) Either:
- (1) the Member has attained age 55 and completed at least five Years of Service; or
  - (2) the Member has completed at least 25 Years of Service;
- (b) the Member's service as an Employee terminates; and



(c) the Member has completed and submitted an application for benefits, at the time and manner determined by the Retirement Board.

**7.2 Benefit Amount.** A Member's Retirement Allowance is the product of the Member's Final Monthly Compensation, Years of Service, and a percentage multiplier. The Retirement Allowance will be determined under subsection (a) or (b) below, whichever produces the highest Retirement Allowance. If as a result of a Break in Service a Member is entitled to more than one Retirement Allowance as set forth in Section 4.4, the provisions of this Section shall be applied separately to each Retirement Allowance.

(a) A Retirement Allowance equal to the amount the Member would have received had the Member's Retirement Allowance been computed based upon the Member's age and Years of Service as of February 28, 1993, and according to the Plan provisions in effect on February 28, 1993, as set forth in Appendix B; or

(a) A Retirement Allowance determined based upon the Member's age and Years of Service on the date of the Member's last day of service under the Plan, and the applicable multiplier in the table below:

<b>Age or Years of Service</b>	<b>Percentage Multiplier</b>
<b>55-59 or 25-29 years</b>	<b>2.0%</b>
<b>60+ or 30+ years</b>	<b>2.5%</b>

**7.3 Minimum Benefit.** The following minimum benefit levels, as determined in the normal form of Retirement Allowance, will apply to those already retired and to future retirees:

Over 25 Years of Service ..... \$400.00  
Over 20 but less than 25 Years of Service.. \$300.00  
Over 15 but less than 20 Years of Service.. \$200.00

#### **7.4 Time of Payment.**

(a) A Member's retirement under this Article 7 will be effective on his or her Retirement Date.

(b) Payment of the Member's Retirement Allowance will begin on the Retirement Date, or as soon as administratively practicable thereafter. If payments of the Retirement Allowance begin after the Retirement Date, the first payment will consist of, in addition to the regular monthly payment, a retroactive payment equal to the total of all payments due from the Retirement Date until the date of the first payment, without any adjustment for interest.

**7.5 Normal Form of Payment.** The normal form of Retirement Allowance is a single-life annuity for the Member's life alone, payable monthly for the Member's life with no continuing payments after his or her death.

**7.6 Optional Forms of Payment.** A Member may elect, in lieu of the normal form of payment, to receive payment of his or her Retirement Allowance under one of the three optional forms of payment set forth below. Each of the optional forms will be Actuarially Equivalent to the Member's normal form of Retirement Allowance, determined as of the Member's Retirement Date. The Member must make such election, or any subsequent revocation or change of election, before the first payment of the Retirement Allowance.

(a) 100% survivor annuity: A monthly annuity payable to the Member for his or her life, with a monthly annuity payable after the Member's death, in an amount equal to 100% of the Member's monthly annuity, to the Member's Beneficiary for his or her life.

(b) 50% survivor annuity: A monthly annuity payable to the Member for his or her life, with a monthly annuity payable after the Member's death, in an amount equal to 50% of the Member's monthly annuity, to the Member's Beneficiary for his or her life.

(c) Social security leveling: A monthly annuity payable to the Member for his or her life, in an amount that, when combined with the Member's Social Security benefits, provides an approximately level amount of monthly payments to the Member throughout retirement. For this purpose, the Member is presumed to receive Social Security benefits upon attaining age 62. Accordingly, under this payment option, the Member's monthly benefit payment under the Plan before his or her attainment of age 62 will be approximately equal to the sum of the Member's (1) monthly Social Security payment after attaining age 62, and (2) monthly benefit payment under the Plan after attaining age 62. This optional form of payment is available only to a Member who has not attained age 62 as of his or her Retirement Date and who has elected to receive the unmodified Retirement Allowance.

If a Member elects the 100% or 50% survivor annuity and the Beneficiary is the Member's Spouse or Domestic Partner and such Spouse or Domestic Partner predeceases the Member within 36 months after the date on which the Retirement Allowance is first payable, the Member's Retirement Allowance will be increased to the amount the Member would have received had such Member selected the normal form of retirement allowance. Such increase will be payable with the first monthly payment made to the Member following the date of death of the Member's Spouse or Domestic Partner or the date of receipt by the Retirement Board of notice of the death of the Spouse or Domestic Partner, whichever occurs later.

**7.7 Reemployment After Retirement.** If Member is reemployed by the District as an Employee after retiring under this Article 7, the Member's Retirement Allowance will automatically be suspended. Payment of the Member's Retirement Allowance will resume on the first day of the month after the subsequent termination of the Member's service as Employee.

**7.8 Payment in Event of Death.** In the event that a retired Member dies on a day other than the last calendar day of a month, the Member's Retirement Allowance payment for that month shall be prorated to that day and paid to the Member's Beneficiary or to the Member's estate if there is no living Beneficiary. If the retired Member dies on the last day of a calendar month, the Member's full Retirement Allowance payment for that month shall be paid to the Member's Beneficiary or estate as the case may be.

## ARTICLE 8

### DISABILITY RETIREMENT

**8.1 Eligibility for Disability Retirement.** A Member will be eligible to retire and receive a Disability Retirement Allowance upon meeting the following requirements:

- (a) the Member incurs a Disability at a time he or she is an Eligible Employee;
- (b) the Member has completed at least five Years of Service;
- (c) the Member's service as Employee terminates; and
- (d) the Member has completed and submitted an application for benefits, at the time and manner determined by the Retirement Board.

**8.2 Benefit Amount.**

(a) Upon retirement for Disability, the Member will receive a Disability Retirement Allowance equal to the applicable Retirement Allowance set forth in Article 7. If the Member has not reached age 55 or completed 25 Years of Service upon retiring for Disability, the 2% multiplier will be used to calculate the Member's Disability Retirement Allowance.

(b) A Member's Disability Retirement Allowance upon retiring for Disability may not exceed the amount that the Member would have received as a Retirement Allowance under Section 7.2 if the Member had retired from service on the same Retirement Date.

(c) A Member's monthly Disability Retirement Allowance will be reduced by 50% of the amount of earned income received by the Member from other sources, but only to the extent that income exceeds 50% of the Member's average monthly Compensation during the Member's last 12 months of service. This offset is subject to the following:

- (1) This offset will not apply to earnings after the 55th birthday of any retiree.

(2) Income from dividends and interest, real property or farm income, or property management will not be offset against the Disability Retirement Allowance.

(3) The nature of the work, rather than the manner of payment, controls the determination of whether it is income.

(4) Earnings are considered earned in the year in which they are received; however, income received in one year may be allocated to more than one year if, in the sole discretion of the Retirement Board, such allocation more correctly reflects the year in which the earnings were earned.

(5) A Member must furnish the Retirement Board, from time to time, with such information as may be determined by the Retirement Board to be necessary to properly ascertain earnings. This will include authorization for access to Social Security records. The Disability Retirement Allowance will be suspended if the Member fails to furnish the requested information or cooperate with the Retirement Board in obtaining the information.

### **8.3 Time and Form of Payment.**

(a) A Member's retirement under this Article 8 will be effective on his or her Retirement Date.

(b) The Disability Retirement Allowance will be paid monthly. Payments will begin on the Retirement Date, or as soon as administratively practicable thereafter. If payments of the Disability Retirement Allowance begin after the Retirement Date, the first payment will consist of, in addition to the regular monthly payment, a retroactive payment equal to the total of all payments due from the Retirement Date until the date of the first payment, without any adjustment for interest.

**8.4 Determination of Disability.** Whether a Member has incurred a Disability will be determined as follows:

(a) The Retirement Board has sole authority to determine whether a Disability has occurred. The Retirement Board will make its determination based on medical evidence.

(b) The Retirement Board may require any recipient of a Disability Retirement Allowance, while under the age of 55, to undergo medical examination. The examination will be made by a physician or surgeon appointed by the Retirement Board in the recipient's city of residence or other mutually agreed-upon location. Based on the examination, the Retirement Board will determine whether the Member is still incapacitated, physically or mentally, for duty in the position held by the Member when he or she retired for Disability.

(c) Any failure on a Member's part to follow reasonable courses of medical care prescribed that would lead to return to duty will be cause for rejection of application for a Disability Retirement Allowance, as may be determined by the Retirement Board.

(d) If the Retirement Board determines that the recipient is not so incapacitated for duty in the position held when retired for Disability, his or her Disability Retirement Allowance will be immediately canceled.

## **8.5 Reemployment After Disability Retirement.**

(a) If a Member receiving a Disability Retirement Allowance applies for a position with the District, the Retirement Board will cause a medical examination to be made in order to determine whether the Member is physically or mentally incapacitated for that position.

(b) If any recipient of a Disability Retirement Allowance is reemployed by the District, his or her Disability Retirement Allowance will be canceled. No Break in Service will result from the period of Disability.

## **ARTICLE 9**

### **SURVIVOR BENEFIT**

**9.1 Eligibility for Survivor Benefit.** If a Member dies while an Eligible Employee after completing at least five Years of Service, a survivor benefit will be payable in accordance with this Article 9 to the Member's surviving Eligible Spouse, Eligible Domestic Partner, or Eligible Child (or eligible children).

**9.2 Eligible Recipients.** The survivor benefit will be payable to the Member's surviving Eligible Spouse or Eligible Domestic Partner for his or her life. If no Eligible Spouse or Eligible Domestic Partner survives the Member, the benefit will be payable to the surviving Eligible Child (or if there is more than one Eligible Child, to the eligible children) for as long as he or she remains an Eligible Child.

### **9.3 Benefit Amount.**

(a) The survivor benefit will be equal to the Actuarial Equivalent of the Retirement Allowance to which the deceased Member would have been entitled to receive under Article 7 if the Member had retired on the day before his or her death.

(b) If a Member dies before attaining the applicable minimum age to retire under the Plan, the survivor's benefit will be determined by using the lowest percentage multiplier set forth in Article 7.

(c) If the Member has more than one Eligible Child, the survivor benefit will be equally divided among, and paid to, the eligible children. When each such child is no longer an Eligible Child, his or her portion of the survivor benefit will lapse, and each remaining Eligible Child will receive only that portion of the benefit to which he or she was entitled when eligibility was determined.

**9.4 Time and Form of Payments.** The survivor benefit will be payable in equal monthly payments. Payment will begin as of the first day of the month after the Member's death, or as soon as administratively practicable thereafter. In addition, the payment will be effective from the date of the Member's death. The survivor benefit for the month of death will be prorated from the date of death based upon the number of working days in that month.

**9.5 Cessation of Payments.** Payments of the survivor benefit to an Eligible Spouse or Eligible Domestic Partner will continue until, and will cease upon, his or her death. Payments of the survivor benefit to an Eligible Child will continue until, and will cease upon, the earlier of his or her death, or the date he or she ceases to be an Eligible Child.

**9.6 Benefit Claims.** An eligible survivor may claim the survivor benefit by submitting to the Retirement Board proof of eligibility together with a certified copy of a death certificate of the deceased Member. The claimant may be required to supply additional information or documentation at the Retirement Board's request. This information is to be used to establish initial and continuing eligibility. Eligibility may be established by the following documentation:

- (a) for an Eligible Spouse, by a valid certificate of marriage;
- (b) for an Eligible Child, by a valid birth certificate or decree of adoption;
- (c) for an Eligible Domestic Partner, by a Declaration of Domestic Partnership registered in the manner set forth under section 298 of the California Family Code; or
- (d) any other documentation determined by the Board of Retirement to be sufficient to establish eligibility.

In the case of contested eligibility, the claimant will be required to acquire a judicial determination at no cost to the District or the Plan.

**9.7 Definitions.** For purposes of this Article 9, the following definitions apply:

- (a) "Eligible Spouse" means a Member's surviving Spouse, but only if the marriage was valid under California law on the date of the Member's death.
- (b) "Eligible Domestic Partner" means a Member's surviving Domestic Partner, but only if the domestic partnership was valid under California law on the date of the Member's death.
- (c) "Eligible Child" means a Member's surviving natural or adopted child, but only so long as he or she does not have a Spouse or Domestic Partner and has not attained age 21. The child will cease to be an Eligible Child upon the earlier of his or her 21st birthday or the date he or she has a Spouse or Domestic Partner.

## ARTICLE 10

### PROOF OF AGE

Members and their Beneficiaries must provide proof of age satisfactory to the Retirement Board. After a Member or Beneficiary has advised the Retirement Board of his or her date of birth, the Retirement Board must consent to any requested correction. This does not preclude the Retirement Board from, at any time, investigating and demanding correction of the date of birth. Any such permitted correction requires proper actuarial adjustment of retirement benefits.

## ARTICLE 11

### INALIENABILITY OF BENEFITS

**11.1 Nonassignable Benefits.** Except to the extent required by applicable law and Section 11.2, no Member or Beneficiary may assign, transfer, encumber, or anticipate his or her interest in any retirement funds accumulated under the Plan or in any retirement benefit paid

from the Plan. Funds and benefits under the Plan are not in any way subject to any legal process to levy upon or attach the same for the payment of any claim against any Member or Beneficiary.

**11.2 Exception for Qualified Orders.** Payment must be made in accordance with the provisions of any judgment, decree, or order which the Retirement Board determines to be a qualified domestic relations order. For purposes of determining benefits under a qualified domestic relations order, actuarial equivalence must be determined using the actuarial assumptions used for funding the Plan, as adopted by the Retirement Board from time to time. For purposes of this Section, the term “qualified domestic relations order” means an order of a court of competent jurisdiction that is made under a state domestic-relations law, and that relates to the provision of child support, alimony payments or marital or other property rights to a Spouse, former Spouse, Domestic Partner, former Domestic Partner, child or dependent (“alternate payee”) and that would satisfy the requirements of section 414(p) of the Code. The Plan does not permit distributions to commence to an alternate payee under a qualified domestic relations order until the Member has terminated employment and has otherwise met the requirements for entitlement to commence receiving payment of his or her Retirement Allowance.

## ARTICLE 12

### FUNDING; AMENDMENT OR TERMINATION OF PLAN

**12.1 Trust.** All amounts contributed by the District to the Plan will be deposited in the Trust.

**12.2 Contributions.** The District must from time to time (at least annually to the extent necessary) make contributions to the Trust adequate to finance benefits provided by the Plan on a sound actuarial basis. Any forfeitures must be used to reduce the District contributions otherwise payable. Employee contributions will be permitted under the Plan only in accordance with the terms of a collective bargaining agreement or memorandum of understanding between the District and IBEW.

**12.3 Amendment or Termination.** The District reserves the right to amend, alter, modify or terminate the Plan or adopt a successor plan at any time, in its sole discretion, for any reason or for no reason. No amendment, alteration, modification, or termination of the Plan may adversely affect any accrued rights of any Member without corresponding advantages, but in all other respects such amendments, alterations, or modifications will be binding upon Members. If the Plan is terminated, the rights of Members to the benefits accrued under the Plan to the date of the termination, to the extent funded, will be nonforfeitable.

**12.4 No Impairment.** No alteration, amendment, termination, or discontinuance of contributions may be effected as to any Member if it violates applicable state or federal laws or, if applicable, the terms of any lawful collective bargaining agreement executed by the District with the IBEW.

**12.5 Plan Assets Upon Termination.** If the Plan is terminated, all funds held under the Trust will be applied to provide for benefit payments owed to Members then retired. If the amount in the Trust is insufficient for this purpose, it will be prorated among those Members. Any amount remaining in the Trust after the allocation to retired Members will be allocated to

non-retired Members on the basis of the actuarial reserves for their benefits, oldest first, until the Trust funds have been completely allocated.

**12.6 No Reversion of Plan Assets.** Notwithstanding any other provision hereof or any amendment hereto to the contrary, at no time may any amount held in the Trust revert to the District or be used for or diverted to purposes other than for the exclusive benefit of Members or their Beneficiaries under the Plan and paying the reasonable expenses of administering the Plan and Trust.

## ARTICLE 13

### ADMINISTRATION

**13.1 Retirement Board.** The Plan is administered by a Retirement Board. The Retirement Board consists of four regular members, two appointed by IBEW, and the other two appointed by the District Board, and two alternates, one appointed by IBEW and one appointed by the District Board;

**13.2 Powers and Authority.** The Retirement Board administers and interprets all provisions of the Plan. In addition to any implied powers and duties which may be needed to carry out the authority granted to the Retirement Board under this Article 13 of the Plan and the California Public Utilities Code Section 99159, the duties, among others, of the Retirement Board include:

- (a) Authorizing the employment of such actuarial and other professional services as it may deem appropriate.
- (b) Responsibility for the filing and maintaining of personnel records necessary for operation of the Plan.
- (c) Authorizing the payment of retirement benefits under the Plan.
- (d) Approving, in accordance with applicable laws, mortality tables, interest rates, and other actuarial factors to be used in determining the requirements of the Plan.

In addition, the Retirement Board has each of the powers, authorities and responsibilities set forth in Section 17 of Article 16 of the California constitution with respect to a retirement board of a public pension or retirement system.

**13.3 Plan Expenses.** All expenses incurred in the administration of the Plan, including legal, actuarial fees and expenses, will be paid out of the Trust.

**13.4 Actuarial Valuation.** The Retirement Board will cause an actuarial valuation of the Plan to be made annually and an investigation as to the experience under the Plan not less frequently than every four years. The valuation will be conducted under the supervision of an actuary and will cover the mortality, service and compensation experience of the Members and Beneficiaries and shall evaluate the assets and liabilities of the Trust. Upon the basis of the investigation, evaluation, and recommendations of the actuaries, the Retirement Board will recommend to the District such changes in the actuarial assumptions and in contributions as are necessary.



**13.5 Service Providers.** The Retirement Board may engage such attorneys, actuaries, accountants, consultants or other persons to render advice or to perform services with regard to its responsibilities under the Plan as it may determine to be necessary or appropriate. The Retirement Board may designate one or more persons to carry out, where appropriate, responsibilities under the Plan. The duties and responsibilities under the Plan of the Retirement Board or of the District as Plan sponsor that have not been delegated to other individuals pursuant to the preceding sentence or which the Retirement Board or the District have not reserved to themselves will be carried out by the directors, officers and Employees of the District, acting on behalf of and in the name of the District in their capacities as directors, officers and Employees.

**13.6 Arbitration.** Arbitration in the event of disputes involving Members:

(a) Only disputes, claims, or grievances arising between IBEW and the Retirement Board concerning the following matters will be submitted to arbitration:

- (1) the physical or mental condition of a Member;
- (2) the Member's earned income from other sources;
- (3) the determination of a Member's age;
- (4) the determination of a Member's service; and
- (5) computations of Compensation or Final Monthly Compensation.

No other disputed matters will be submitted to arbitration without the prior consent of the Retirement Board and the aggrieved Member.

(b) The Member or IBEW, as applicable, will submit a written request for arbitration within 20 business days after the adverse decision of the Retirement Board. The matter will then be submitted to an arbitration board ("Arbitration Board").

(c) The Arbitration Board will consist of three members, appointed as follows: IBEW will appoint the first member. The Retirement Board will appoint the second. These two appointments must be made, and each party must notify the other of their respective appointment, within 10 days after the date the matter is submitted for arbitration. The two appointed persons will endeavor to select the third member. If they cannot agree on the third member within 10 days of the last appointment, the third person will be selected as follows:

The parties will, within 10 days, jointly request the State Conciliation Service to list seven persons qualified to act as an impartial member of the Arbitration Board. IBEW and the Retirement Board must, within 10 days of receiving that list, alternately strike three names from the list, and the seventh remaining name will thereupon become the third member of the Arbitration Board. The decision as to which will be first to start the elimination proceedings will be determined by lot.

(d) The issue to be submitted to the Arbitration Board will be limited to the dispute as submitted in writing and, unless otherwise agreed in writing, the jurisdiction of the Arbitration Board will be limited to the determination of said issue. The Arbitration Board will

have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of the Plan.

(e) The Arbitration Board will meet in the City of Sacramento within 10 days after the selection of the third member, or as soon thereafter as possible.

(f) The Arbitration Board, or either party, may call any Member as a witness and such Member, if on duty, will be released from duty for the purpose of such appearance.

(g) The ruling of the Arbitration Board with respect to procedure and all obligations to the exclusion or inclusion of evidence will be binding on the parties.

(h) Each party must bear the expenses and fees of the Arbitration Board member appointed by it and its own expenses involved in the matter. All other expenses incurred by the Arbitration Board, including the making of a record, if the Arbitration Board deems it necessary, will be borne equally by the parties. The reimbursement of wages for Members called as witnesses where a loss of wages has been incurred by said Member, will be paid by the party calling such witness.

(i) The Arbitration Board's decision will be in writing and will be submitted within ten days from the conclusion of the hearing.

(j) The decision of the majority of the Arbitration Board will be final and binding on the parties.

## ARTICLE 14

### INVESTMENTS

**14.1 Investment of Plan Assets.** The Retirement Board will control and will safely keep the monies of the Trust. It will invest and reinvest the monies, and may from time to time sell any securities belonging to the Trust, and will invest and reinvest the proceeds therefrom. In the event that the Retirement Board does not enter into a contract of insurance under which the insurance company handles the investment of the Trust, no purchase or sale of securities may be effected by the Retirement Board except in accordance with advice of a corporate co-trustee or investment counsel designated by the Retirement Board. In selecting any investment counsel, the Retirement Board must choose from among firms of national reputation and must not designate any person or firm which derives a profit from the sale or purchase of any securities but, on the contrary, derives income solely from fees for investment advice. The Retirement Board may rely upon the advice of such a selected investment counsel in method and program of investments except to the extent that any particular investment or proportion of investment is precluded by applicable law.

**14.2 Reliance on Advisors.** Investment in or sale of securities pursuant to advice of the corporate co-trustee or investment counsel will be made on authorization of the Retirement Board, and the Retirement Board is permitted to allow such advisors to make selections and the timing of investments within guidelines established by the Retirement Board after consultation with such advisors. Investment in or sale of securities will not be made except on authorization of the Retirement Board, or by an Employee, officer or director of the District to whom the Retirement Board has delegated the responsibility for making such authorization.

**14.3 Trust or Custodial Arrangement.** For the purpose of investing and reinvesting funds held under the Trust, the Retirement Board may enter into a custodial or trust agreement with a bank or trust company, or into a contract with an insurance company, subject to legal approval.

**14.4 Common Trust Funds.** The Retirement Board may commingle funds for the payment of benefits provided for in this Plan in a trust containing funds to finance the benefits for any other qualified defined benefit retirement plan maintained by the District for its Employees.

## ARTICLE 15

### ANNUAL BENEFIT LIMIT

**15.1 Limitation.** Unless the alternate limitation of Section 15.2 below applies, a Member's Annual Benefit for a Plan Year may not exceed the dollar limitation for defined benefit plans of \$160,000 under section 415(b)(1)(A) of the Code, as adjusted in such manner as the Secretary of the Treasury may prescribe. Any adjustment to the dollar limit will be effective for Plan Years ending with or within the calendar year with respect to which the adjustment is made, but a Member's benefits may not reflect the adjustment prior to January 1 of that calendar year.

**15.2 Alternate Limitation.** A Member's Annual Benefit is not subject to the limitation of Section 15.1 if:

- (a) The Member's Annual Benefit does not exceed \$10,000; and,
- (b) The Member has never participated in a qualified defined contribution plan maintained by the District.

**15.3 Fewer than 10 Years of Participation.** In the case of a Member who has not completed 10 years of participation in the Plan (determined with respect to the date as of which benefit payments are to commence), the dollar limitation under Section 15.1 will be multiplied by a fraction where:

- (a) the numerator of the fraction is the number of years and partial years of the Member's years of participation in the Plan; and,
- (b) the denominator is 10.

**15.4 Reduced Dollar Limit Before Age 62.** If a Member's Annual Benefit commences before the Member attains age 62, the dollar limitation in Section 15.1 is adjusted to commence payment at such age. This adjusted limitation is the actuarial equivalent, at such age, of the limitation in Section 15.1 commencing at age 62. For this purpose, the actuarial equivalent will be determined by using the Applicable Mortality Table and the Applicable Interest Rate.

**15.5 Increased Dollar Limit After 65th Birthday.** The limitation described in Section 15.1 above is increased if a Member's Annual Benefit commences after he or she attains age 65. This adjusted limitation is the actuarial equivalent, at the age the Annual Benefit commences, of the limitation in Section 15.1 commencing at age 65. For this purpose, the

actuarial equivalent will be determined by using the Applicable Mortality Table and the Applicable Interest Rate.

**15.6 Adjustment for Optional Form of Payment.** If the Member's benefit is or was payable in a form other than a straight-life annuity, the Annual Benefit is a straight-life annuity that is the actuarial equivalent of such other form of benefit, determined using the Applicable Mortality Table and the Applicable Interest rate, but with the following exception. For purposes of adjusting any form of benefit subject to section 417(e)(3) of the Code, the rate of interest may not be less than the greatest of:

(a) 5.5%;

(b) the rate that provides a benefit of not more than 105% of the benefit that would be provided if the applicable interest rate were the interest rate assumption (for this purpose, effective for Plan Years beginning on or after July 1, 2008, "applicable interest rate" means the applicable interest rate defined in section 417(e)(3)(C) of the Code, determined as of the third month preceding the Plan Year containing the annuity starting date and for which the applicable interest rate will remain constant; and for Plan Years beginning before July 1, 2008, the applicable interest rate is the annual rate of interest on 30-year Treasury securities as of the third month preceding the Plan Year containing the annuity starting date and for which the applicable interest rate will remain constant); or

(c) the rate specified in Appendix A.

**15.7 Multiple Plan Limit.** If a Member participates or has participated in this Plan and in one or more other tax-qualified defined-benefit plans maintained by the District or an Affiliated Employer, the benefit under this Plan and all such other plans will be reduced in proportion to the total benefits accrued under each such plan, but only to the extent necessary to comply on the limits on benefits in this Article 15. For purposes of this Section 15.7: (a) the termination of any plan is disregarded, and (b) the total benefits accrued under each plan for calculating the proportional reduction is determined without regard to the limitations of this Article 15.

**15.8 Definitions.** For purposes of this Article 15, the following definitions apply:

(a) "Affiliated Employer" means any government agency or other organization which is a member of a controlled group (as defined in section 414(b) of the Code, as modified by section 415(h) of the Code which includes the District; any trade or business (whether or not incorporated) which is under common control (as defined in section 414(c) of the Code, as modified, except in the case of a brother-sister group of trades or businesses under common control, by section 415(h) of the Code) with the District; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in section 414(m) of the Code) which includes the District; and any other entity required to be aggregated with the District pursuant to regulations under section 414(o) of the Code.

(b) "Annual Benefit" means the sum of (1) the aggregate annual retirement benefit to which the Member is entitled under any other qualified defined benefit plans maintained by the District or an Affiliated Employer; (2) the annual retirement benefit to which the Member is entitled under the Plan; (3) the aggregate annual retirement benefit that has been distributed to the Member under any other qualified defined benefit plans maintained by the

District or an Affiliated Employer; and, (4) the aggregate annual retirement benefit that has been distributed to the Member under the Plan.

(c) “Applicable Interest Rate” means an interest rate equal to the greater of 5% or the rate (as determined by the date and type of retirement) specified in Appendix A.

(d) “Applicable Mortality Table” means, effective for distributions with annuity starting dates on or after December 31, 2002, the mortality table that is used for purposes of adjusting any benefit or limitation under section 415(b) of the Code and that is the relevant table prescribed by the Internal Revenue Service in Revenue Ruling 2001-62 until modified or superseded. Effective for distributions for annuity starting dates in Plan Years beginning on or after July 1, 2008, Applicable Mortality Table means the applicable mortality table, as defined under section 417(e)(3)(B) of the Code, as set forth in Revenue Ruling 2007-67 or subsequent guidance from the Internal Revenue Service, as in effect on the annuity starting date.

## ARTICLE 16

### MANDATORY DISTRIBUTION REQUIREMENTS

**16.1 Minimum Required Distributions.** Regardless of any Plan provision to the contrary, all distributions under the Plan will meet the requirements set forth in Appendix D relating to required minimum distributions.

**16.2 Eligible Rollover Distributions.** If payment under the Plan is ever permitted in a form which qualifies as an eligible rollover distribution, the distributee may elect, at the time and in the manner prescribed by the Retirement Board, to have any portion of such eligible rollover distribution rolled directly to an eligible retirement plan specified by the distributee in a direct rollover. For purposes of this Section 16.2, the following terms have the following meanings:

(a) “direct rollover” means a payment by the Plan to the eligible retirement plan specified by the distributee.

(b) “distributee” means a Member, a Member’s surviving Spouse, or a Member’s Spouse or former Spouse who is the alternate payee under a domestic relations order which is treated as a qualified domestic relations order to the extent provided in section 414(p)(11) of the Code, and such other persons as come within the meaning of the term as used in section 401(a)(31)(A) of the Code. Effective for Plan Years beginning on or after July 1, 2010, a distributee also includes the Member’s non-Spouse Beneficiary. In the case of a non-Spouse Beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in section 408(a) or 408(b) of the Code (“IRA”) that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of section 402(c)(11) of the Code. Also, in this case, the determination of any required minimum distribution under section 401(a)(9) of the Code that is ineligible for rollover will be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395 (or its successor).

(c) “eligible rollover distribution” means a distribution from the Plan which constitutes an eligible rollover distribution within the meaning of section 401(a)(31)(D) of the Code, i.e., any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made (i) for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary or (ii) for a specified period of ten years or more;

(2) any distribution to the extent such distribution is required under section 401(a)(9) of the Code; or

(3) the portion of any distribution that is not includible in gross income; provided, however, that this paragraph does not apply to the distribution if the plan to which the distribution is transferred:

(A) is an individual retirement account or annuity described in section 408(a) or (b) of the Code;

(B) for taxable years beginning after December 31, 2001, and before January 1, 2007, is a qualified trust which is part of a defined contribution plan that agrees to separately account for the amounts so transferred, including separately accounting for the portion of the distribution which is includible in gross income and the portion of the distribution that is not so includible; or

(C) for taxable years beginning on or after December 31, 2006, is a qualified trust or an annuity contract described in section 403(b) of the Code, if such trust or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(d) "eligible retirement plan" means a plan which constitutes an eligible retirement plan within the meaning of section 401(a)(31)(E) of the Code, including an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code that is a defined contribution plan, the terms of which permit the acceptance of rollover distributions. In the case of an eligible rollover distribution to a surviving spouse or a surviving former spouse, an eligible retirement plan means only an individual retirement account or individual retirement annuity. Effective for distributions after December 31, 2001, the definition of eligible retirement plan applies without regard to the preceding sentence in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code. Effective for distributions after December 31, 2001, the term "eligible retirement plan" also includes an annuity contract described in section 403(b) of the Code or an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. Effective for distributions after December 31, 2007, an eligible retirement plan also includes a Roth IRA described in section 408A of the Code.

## ARTICLE 17

### MISCELLANEOUS

**17.1 USERRA and HEART Compliance.** Regardless of any Plan provision to the contrary, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code. If a Member dies on or after January 1, 2007, while performing qualified military service (as defined in section 414(u) of the Code), the survivors of the Member are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Member resumed and then terminated employment on account of death.

**17.2 Overpayments.** If a Member or Beneficiary receives retirement benefit payments to which he or she is not entitled, such overpayments will be offset against future retirement benefit payments to which the Member or Beneficiary is entitled, or, at the discretion of the Retirement Board, the Member or Beneficiary may be required to refund any overpayment as a condition precedent to receive any future retirement benefits.

**17.3 Controlling Plan Provisions.** Any benefit that any person may be entitled to receive under the Plan will be determined under the Plan as in effect when the Member's service with the District terminates and will not be affected by any subsequent changes to the Plan. If a Member is subsequently reemployed as an Eligible Employee and (subject to applicable provisions of the Plan relating to crediting of service and vesting) accrues a benefit under the Plan for his or her post-reemployment service, that benefit will be determined in accordance with the Plan provisions in effect at the subsequent termination of the Member's service with the District.

**17.4 Incompetent Payee.** If any Member or Beneficiary becomes legally incompetent, incapacitated, or otherwise legally unable to properly handle any amounts payable under the Plan, the Retirement Board may, in its sole discretion, make any arrangement for payment of the person's benefit on behalf of the person that it determines is advisable with regard to payment of the person's benefit on his or her behalf, including (without limitation) payment to his or her guardian, conservator, Spouse, Domestic Partner or dependent, or other representative who the Retirement Board determines, in its sole discretion, is legally responsible for the person's financial affairs. In making this determination, however, the Retirement Board must consider any court order appointing a guardian, conservator or other legal representative of such person. Any such determination by the Retirement Board will be binding and conclusive on all parties, and any such payment will be in complete satisfaction of the Plan's liability to that person.

**17.5 No Employment or Service Rights.** Nothing in the Plan gives anyone any right to remain in the District's employ or service, or affects the District's right to terminate any person's employment or service with or without cause.

**17.6 Governing Law.** The provisions of the Plan will be construed, administered and enforced in accordance with applicable laws of the State of California to the extent not preempted by applicable federal law, and in a manner consistent with the intention that the Plan qualify for favorable tax treatment under section 401(a) of the Code.

**17.7 Beneficiary Designation.** Each Member may designate in writing, before receiving benefit payments under the Plan, the person or persons who will be his or her

Beneficiary under the Plan. The designation must be made at the time and in the manner determined by the Retirement Board.

**ARTICLE 18**

**EXECUTION**

IN WITNESS WHEREOF, the District has caused this Plan to be executed on this 30<sup>th</sup> day of September, 2013.

**SACRAMENTO REGIONAL TRANSIT DISTRICT**

By: Michael R. Why

Its: General Manager/CEO

Reviewed as to Content:

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245**

By: [Signature]

Its: Business Manager



**APPENDIX A**  
**ACTUARIAL EQUIVALENCE**

Assumptions for Calculation of Optional Forms of Benefit

Service Retirement:

Interest Rate:	6%
Member Mortality:	1983 Group Annuity Table
Beneficiary Mortality:	1983 Group Annuity Table, set back 6 years

Disability Retirement:

Interest Rate:	6%
Member Mortality:	OASDI 1976 Disability Termination Table for Males, set back 4 years
Beneficiary Mortality:	1983 Group Annuity Table, set back 6 years

## **APPENDIX B**

### **RETIREMENT ALLOWANCE AS IN EFFECT ON FEBRUARY 28, 1993**

Only the alternative Retirement Allowance in Section 7.2(a) is computed in accordance with this Appendix B based upon the Member's age and Years of Service as of February 28, 1993, and all provisions of the Plan as in effect on February 28, 1993. All terms used in this Appendix B will have the same meanings given such terms by the Plan as in effect on February 28, 1993.

For retirement at age 62, the monthly service retirement allowance shall equal one-sixtieth (1/60) of the member's final monthly compensation multiplied by the total number of years of prior service plus current service. For retirement at ages other than 62, the allowance will be adjusted in accordance with the following table by applying the appropriate percentages to the final compensation of the member based upon his years of service and age at retirement. For ages and periods of service differing from those shown on the table, the applicable percentages shall be interpolated, based upon the preceding completed quarter year of service and the preceding completed quarter year of age. For ages beyond age 70, the applicable percentage shall be determined on the basis of the same actuarial assumptions used to obtain the percentages shown on the table. In addition, members shall be credited with unused sick leave on the basis of one hour representing one/two thousandths (1/2000) of a year.

**SERVICE RETIREMENT ALLOWANCE AS A PERCENTAGE  
OF FINAL COMPENSATION**

Age at Retirement

Yrs Serv.	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75
10	10.2	11.0	11.8	12.6	13.5	14.4	15.5	16.7	17.8	18.9	20.1	22.3	24.8	27.7	31.1	35.1	39.8	45.3	51.8	59.7	69.2
11	11.2	12.1	12.9	13.8	14.8	15.9	17.1	18.3	19.5	20.8	22.2	24.6	27.4	30.6	34.4	38.7	43.8	49.9	57.2	65.8	76.3
12	12.3	13.2	14.1	15.1	16.2	17.3	18.6	20.0	21.3	22.7	24.2	26.8	29.9	33.4	37.5	42.2	47.8	54.4	62.3	71.8	83.2
13	13.3	14.3	15.3	16.3	17.5	18.6	20.2	21.7	23.1	24.6	26.2	29.1	32.3	36.1	40.6	45.7	51.8	58.9	67.5	77.7	90.1
14	14.4	15.4	16.5	17.6	18.9	20.2	21.7	23.3	24.9	26.5	28.2	31.3	34.8	38.9	43.6	49.2	55.7	63.5	72.7	83.7	97.0
15	15.4	16.5	17.6	18.9	20.2	21.7	23.3	25.0	26.7	28.4	30.2	33.5	37.3	41.7	46.7	52.7	59.7	68.0	77.8	89.7	100.0
16	16.4	17.6	18.8	20.1	21.5	23.1	24.8	26.7	28.4	30.3	32.2	35.7	39.7	44.4	49.8	56.2	63.7	72.5	83.0	95.6	
17	17.5	18.7	20.0	21.4	22.9	24.5	26.4	28.3	30.2	32.2	34.3	38.0	42.3	47.3	53.1	59.8	67.7	77.1	88.3	100.0	
18	18.5	19.8	21.2	22.6	24.2	26.0	27.9	30.0	32.0	34.1	36.3	40.3	44.8	50.1	56.2	63.3	71.7	81.6	93.5		
19	19.6	20.9	22.3	23.9	25.6	27.4	29.5	31.7	33.8	36.0	38.3	42.5	47.3	52.8	59.3	66.8	75.7	86.2	98.7		
20	20.6	22.0	23.5	25.2	26.9	28.9	31.0	33.3	35.5	37.9	40.3	44.7	49.7	55.6	62.4	70.3	79.6	90.7	100.0		
21	21.6	23.1	24.7	26.4	28.3	30.3	32.6	35.0	37.3	39.7	42.3	46.9	52.2	58.3	65.5	73.8	83.6	95.2			
22	22.7	24.2	25.9	27.7	29.6	31.8	34.1	36.7	39.1	41.6	44.3	49.1	54.7	61.1	68.6	77.3	87.6	99.7			
23	23.7	25.3	27.0	28.9	31.0	33.2	35.7	38.3	40.9	43.5	46.3	51.3	57.1	63.9	71.7	80.8	91.5	100.0			
24	24.8	26.4	28.2	30.2	32.3	34.6	37.2	40.0	42.6	45.4	48.4	53.7	59.7	66.8	74.9	84.4	95.6				
25	25.8	27.5	29.4	31.4	33.7	36.1	38.8	41.7	44.4	47.3	50.4	55.9	62.2	69.5	78.0	87.9	99.6				
26	26.9	28.6	30.6	32.7	35.0	37.5	40.3	43.3	46.2	49.2	52.4	58.1	64.7	72.3	81.1	91.4	100.0				
27	27.9	29.7	31.7	34.0	36.4	39.0	41.9	45.0	48.0	51.1	54.4	60.3	67.1	75.0	84.2	94.9					
28	29.0	30.9	32.9	35.2	37.7	40.4	43.4	46.7	49.8	53.0	56.4	62.5	69.6	77.8	87.3	98.4					
29	30.0	32.0	34.1	36.5	39.1	41.9	45.0	48.3	51.5	54.9	58.4	64.8	72.1	80.6	90.4	100.0					
30	31.1	33.1	35.3	37.7	40.4	43.3	46.5	50.0	53.3	56.8	60.4	67.0	74.6	83.3	93.5						
31	32.1	34.2	36.5	39.0	41.7	44.8	48.1	51.7	55.1	58.7	62.5	69.3	77.1	86.2	96.7						
32	33.2	35.3	37.6	40.2	43.1	46.2	49.6	53.3	56.9	60.6	64.5	71.5	79.6	89.0	99.8						
33	34.3	36.5	38.8	41.5	44.4	47.6	51.2	55.0	58.6	62.5	66.5	73.7	82.1	91.7	100.0						
34	35.4	37.6	40.0	42.8	45.8	49.1	52.7	56.7	60.4	64.4	68.5	76.0	84.6	94.5							
35	36.5	38.7	41.2	44.0	47.1	50.5	54.3	58.3	62.2	66.2	70.5	78.2	87.0	97.2							
36	37.3	39.7	42.4	45.2	48.5	52.0	55.8	60.0	64.0	68.2	72.5	80.4	89.5	100.0							
37	38.4	40.8	43.5	46.5	49.8	53.4	57.4	61.7	65.7	70.1	74.5	82.6	92.0								
38	39.4	41.9	44.7	47.8	51.2	54.8	58.9	63.3	67.5	71.9	76.5	84.9	94.5								
39	40.4	43.0	45.9	49.0	52.5	56.3	60.5	65.0	69.3	73.8	78.5	87.1	97.0								
40	41.5	44.1	47.1	50.3	53.9	57.7	62.0	66.7	71.0	75.7	80.5	89.3	99.5								
41	42.5	45.2	48.2	51.5	55.2	59.2	63.6	68.3	72.8	77.6	82.5	91.6	100.0								
42	43.5	46.3	49.4	52.8	56.6	60.6	65.1	70.0	74.6	79.5	84.6	93.8									
43	44.6	47.4	50.6	54.0	57.9	62.1	66.7	71.7	76.4	81.4	86.6	96.0									
44	45.6	48.5	51.8	55.3	59.3	63.5	68.2	73.3	78.2	83.3	88.6	98.3									
45	46.7	49.7	53.0	56.6	60.6	65.0	69.8	75.0	80.0	85.2	90.6	100.0									

**SERVICE RETIREMENT ALLOWANCE AS A PERCENTAGE  
OF FINAL COMPENSATION**

Age at Retirement

<b>Yrs Serv.</b>	<b><u>40</u></b>	<b><u>41</u></b>	<b><u>42</u></b>	<b><u>43</u></b>	<b><u>44</u></b>	<b><u>45</u></b>	<b><u>46</u></b>	<b><u>47</u></b>	<b><u>48</u></b>	<b><u>49</u></b>	<b><u>50</u></b>	<b><u>51</u></b>	<b><u>52</u></b>	<b><u>53</u></b>	<b><u>54</u></b>
25	9.2	9.9	10.5	11.2	12.0	12.8	13.6	14.6	15.6	16.7	17.9	19.2	20.7	22.2	23.9
26	9.6	10.3	10.9	11.7	12.5	13.3	14.2	15.2	16.3	17.4	18.7	20.1	21.5	23.2	25.0
27	10.0	10.7	11.4	12.1	12.9	13.8	14.7	15.8	16.9	18.1	19.4	20.8	22.4	24.0	25.9
28	10.4	11.1	11.8	12.6	13.4	14.3	15.3	16.4	17.5	18.8	20.2	21.6	23.2	25.0	26.9
29	10.8	11.5	12.2	13.0	13.9	14.8	15.9	17.0	18.2	19.4	20.8	22.4	24.0	25.8	27.8
30	11.1	11.9	12.7	13.5	14.4	15.4	16.4	17.6	18.8	20.2	21.6	23.2	24.9	26.8	28.8
31	11.5	12.3	13.1	13.9	14.9	15.9	17.0	18.1	19.4	20.8	22.3	23.9	25.7	27.7	29.8
32	11.9	12.7	13.5	14.4	15.4	16.4	17.6	18.8	20.1	21.5	23.1	24.8	26.6	28.6	30.8
33	12.3	13.1	14.0	14.9	15.9	17.0	18.1	19.4	20.8	22.2	23.8	25.6	27.5	29.6	31.8
34	12.7	13.5	14.4	15.4	16.4	17.5	18.7	20.0	21.4	22.9	24.6	26.4	28.4	30.5	32.8
35	13.1	13.9	14.9	15.8	16.9	18.1	19.3	20.6	22.1	23.7	25.4	27.2	29.2	31.4	33.9
36	13.3	14.3	15.2	16.2	17.3	18.5	19.7	21.1	22.6	24.2	25.9	27.8	29.9	32.2	34.6
37	13.7	14.7	15.7	16.7	17.8	19.0	20.2	21.7	23.2	24.9	26.6	28.6	30.7	33.1	35.5
38	14.1	15.1	16.1	17.1	18.2	19.5	20.8	22.3	23.8	25.6	27.4	29.4	31.5	33.9	36.5
39	14.4	15.5	16.5	17.6	18.7	20.0	21.3	22.9	24.4	26.3	28.1	30.2	32.4	34.8	37.4
40	14.8	15.9	16.9	18.0	19.2	20.5	21.9	23.5	25.1	26.9	28.8	30.9	33.2	35.7	38.4
41											29.5	31.7	34.0	36.6	39.4
42											30.2	32.5	34.9	37.5	40.3
43											31.0	33.3	35.7	38.4	41.3
44											31.7	34.0	36.5	39.3	42.2
45											32.4	34.8	37.4	40.2	43.2

## APPENDIX C

### AGREEMENT REGARDING RETIREMENT PLAN RECIPROCITY

This Agreement is entered into on this 28th day of June 1999, by and between the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, the **NON-CONTRACT EMPLOYEE COMMITTEE**, Local Division 256 of the **AMALGAMATED TRANSIT UNION, AFL-CIO**, and **LOCAL 1245 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**.

#### 1. MUTUAL RECIPROCITY PROVISION

The title and text of Paragraph 2 below entitled "Service Reciprocity" is hereby incorporated by this reference into the District retirement plans as if set out in full therein. District retirement plans means the plans referred to in paragraph 2f. below.

#### 2. SERVICE RECIPROCITY

a. This reciprocity provision is applicable only to those members who have current service credited under this Plan on or after July 1, 1999.

b. Notwithstanding anything to the contrary in this Plan pertaining to vesting, for the purpose of determining a member's vesting, all service credited to a member under any other District retirement plan will be added to Credited Service under this Plan, except as follows: Any service performed by a member prior to a separation from employment with the District will not be added (for vesting or any other purpose) to service credited to that member under this Plan after such separation unless such separation was requested in advance by the employee and approved by District as provided in the paragraph related to break in employment under the Section of the Plan entitled "Service." [Section 2e ATU/IBEW plans; Section 3E Salaried plan]

c. The retirement allowance of a vested member of this Plan will be calculated based only upon service credited to that member pursuant to the Section of the Plan entitled "Service."

d. Notwithstanding anything to the contrary in the Section of the Plan entitled "Definitions," for the purpose of determining the member's final compensation a member must elect a consecutive monthly period of service for the duration required by this Plan. For this purpose, a member's final compensation may be based upon any consecutive monthly period of service in any District retirement plan(s) that may be used for vesting in this Plan as described in paragraph b above.

e. For the purpose of this reciprocity provision, a member who is retired for disability under any other District retirement plan in which the member has a vested benefit will be deemed to be disabled within the meaning of this Plan.

f. For the purpose of this reciprocity provision, "District retirement plans" means the:

1. Retirement Plan for District Employees Who Are Members of ATU Local 256, effective as of April 1, 1974, as amended.

2. Retirement Plan for District Employees Who Are Members of I.B.E.W. Local 1245, effective as of September 16, 1974, as amended.
3. Retirement Plan for Salaried Employees of Sacramento Regional Transit District, restated effective August 1, 1996, as amended.

**3. AMENDMENT**

This Agreement will remain in effect in accordance with the terms hereof until amended by the parties hereto.

In Witness Whereof, the parties have entered into this agreement as of the date first hereinabove appearing.

**NON- CONTRACT EMPLOYEE COMMITTEE**

**SACRAMENTO REGIONAL TRANSIT DISTRICT**

By: /s/ Jim Warriner

JIM WARRINER

Chairman

By: /s/ Pilka Robinson

PILKA ROBINSON

General Manager

By: /s/ Jacquelyn Johnson

JACQUELYN JOHNSON

Committee Person

APPROVED AS TO CONTENT:

By: /s/ Michael R. Wiley

MICHAEL R. WILEY

Director of Administrative Services

By: /s/ Robert Ruiz

ROBERT RUIZ

Committee Person

APPROVED AS TO LEGAL FORM:

By: /s/ Dennis Jones

DENNIS JONES

Committee Person

By: /s/ Mark W. Gilbert

MARK W. GILBERT

Chief Legal Counsel

**LOCAL 256 of the AMALGAMATED TRANSIT  
UNION, AFL-CIO**

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

By: /s/ Donald D. Delis

DONALD D. DELIS

President

By: /s/ Jack McNally

JACK McNALLY

Business Manager

By: /s/ Linda Oliveri

LINDA OLIVERI

Vice-President

By: /s/ Clyde Beckham

Clyde Beckham

Financial Secretary

By: /s/ Joe Rovito

Joe Rovito

Recording Secretary

## APPENDIX D

### MINIMUM DISTRIBUTION REQUIREMENTS

The following rules apply for purposes of the Internal Revenue Code. They do not affect the form or total amount of any retirement benefit under the Plan.

#### **D.1 General Rules.**

**D.1.1 Effective Date.** Notwithstanding any other provision of the Plan to the contrary, the provisions of this Appendix apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

**D.1.2 Precedence.** The requirements of this Appendix take precedence over any inconsistent provisions of the Plan.

**D.1.3 Requirements of Treasury Regulations Incorporated.** All distributions required under this Appendix must be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Code.

**D.1.4 TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Appendix, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of TEFRA and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

#### **D.2 Time and Manner of Distribution.**

**D.2.1 Required Beginning Date.** The Member's entire interest must be distributed, or begin to be distributed, to the Member no later than the Member's Required Beginning Date.

**D.2.2 Death of Member Before Distributions Begin.** If the Member dies before distributions begin, the Member's entire interest must be distributed, or begin to be distributed, no later than as follows:

(a) If the Member's surviving Spouse is the Member's sole Designated Beneficiary, then, except as provided in the Plan, distributions to the surviving Spouse must begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained age 70½, if later.

(b) If the Member's surviving Spouse is not the Member's sole Designated Beneficiary, then, except as provided in the Plan, distributions to the Designated Beneficiary must begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

(c) If there is no Designated Beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.



(d) If the Member's surviving Spouse is the Member's sole Designated Beneficiary and the surviving Spouse dies after the Member but before distributions to the surviving Spouse begin, this Section D.2, other than Section D.2.2(a), must apply as if the surviving Spouse were the Member.

For purposes of this Section D.2 and Section D.5, distributions are considered to begin on the Member's Required Beginning Date (or, if Section D.2.2(d) applies, the date distributions are required to begin to the surviving Spouse under Section D.2.2(a)). If annuity payments irrevocably commence to the Member before the Member's Required Beginning Date (or to the Member's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section D.2.2(a)), the date distributions are considered to begin is the date distributions actually commence.

**D.2.3 Form of Distribution.** Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company, as of the first Distribution Calendar Year distributions must be made in accordance with Sections D.3, D.4 and D.5 of this Appendix D. If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder must be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations. Any part of the Member's interest which is in the form of an individual account described in section 414(k) of the Code must be distributed in a manner satisfying the requirements of section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

### **D.3 Determination of Amount to be Distributed Each Year.**

**D.3.1 General Annuity Requirements.** If the Member's interest is paid in the form of annuity distributions under the Plan, payments under the annuity must satisfy the following requirements:

- (a) The annuity distributions must be paid in periodic payments made at intervals not longer than one year.
- (b) The distribution period must be over a life (or lives) or over a period certain not longer than the period described in Section D.4 or D.5 of this Appendix D.
- (c) Once payments have begun over a period certain, the period certain must not be changed even if the period certain is shorter than the maximum permitted.
- (d) Payments must either be non-increasing or increase only as follows:
  - (1) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
  - (2) to the extent of the reduction in the amount of the Member's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section D.4 dies or is no longer the Member's Beneficiary pursuant to a qualified domestic relations order;
  - (3) to provide cash refunds of Employee contributions upon the Member's death; or

- (4) to pay increased benefits that result from a Plan amendment.

**D.3.2 Amount Required to be Distributed by Required Beginning Date.** The amount that must be distributed on or before the Member's Required Beginning Date (or, if the Member dies before distributions begin, the date distributions are required to begin under Section D.2.2(a) or (b)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Member's benefit accruals as of the last day of the first Distribution Calendar Year must be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Member's Required Beginning Date.

**D.3.3 Additional Accruals After First Distribution Calendar Year.** Any additional benefits accruing to the Member in a calendar year after the first Distribution Calendar Year must be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

**D.4 Requirements for Annuity Distributions That Commence During Member's Lifetime.**

**D.4.1 Joint Life Annuities Where the Beneficiary Is Not the Member's Spouse.** If the Member's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Member and a non-spouse Designated Beneficiary, annuity payments to be made on or after the Member's Required Beginning Date to the Designated Beneficiary after the Member's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Member using the table set forth in Q&A-2(c) of section 1.401(a)(9)-6 of the Treasury regulations; provided, however, that if the Member's annuity starting date precedes the year in which the Member attains age 70, the Member's and nonspouse Designated Beneficiary's age difference must be adjusted as set forth in Q&A-2(c) in order to determine the applicable percentage as provided in the table set forth in Q&A-2(c). If the form of distribution combines a joint and survivor annuity for the joint lives of the Member and a non-spouse Designated Beneficiary and a period certain annuity, the requirement in the preceding sentence applies to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

**D.4.2 Period Certain Annuities.** Unless the Member's Spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Member's lifetime may not exceed the applicable distribution period for the Member under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Member reaches age 70, the applicable distribution period for the Member is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Member as of the Member's birthday in the year that contains the annuity starting date. If the Member's Spouse is the Member's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Member's applicable distribution period, as determined under this Section D.4.2, or the joint life and last survivor expectancy of the Member and the Member's Spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9

of the Treasury regulations, using the Member's and Spouse's attained ages as of the Member's and Spouse's birthdays in the calendar year that contains the annuity starting date.

#### **D.5 Requirements for Minimum Distributions Where Member Dies Before Date Distributions Begin.**

**D.5.1 Member Survived by Designated Beneficiary.** If the Member dies before the date distribution of his or her interest begins and there is a Designated Beneficiary, the Member's entire interest must be distributed, beginning no later than the time described in Section D.2.2(a) or (b), over the life expectancy of the Designated Beneficiary or over a period certain not exceeding:

(a) unless the annuity starting date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the designated Beneficiary's age as of the Designated Beneficiary's birthday in the calendar year immediately following the calendar year of the Member's death; or

(b) if the annuity starting date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the Designated Beneficiary's age as of the Designated Beneficiary's birthday in the calendar year that contains the annuity starting date.

**D.5.2 No Designated Beneficiary.** If the Member dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Member's death, distribution of the Member's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

**D.5.3 Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.** If the Member dies before the date distribution of his or her interest begins, the Member's surviving Spouse is the Member's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section D.5 will apply as if the surviving Spouse were the Member, except that the time by which distributions must begin is determined without regard to Section D.2.2(a).

#### **D.6 Definitions.**

The following words and phrases used in this Appendix D have the following meanings.

**D.6.1 "Designated Beneficiary."** The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-4 of the Treasury regulations.

**D.6.2 "Distribution Calendar Year."** A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Member's Required Beginning Date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section D.2.2 of this Appendix D.

**D.6.3 "Life Expectancy."** Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

**D.6.4 “Required Beginning Date.”** April 1 of the calendar year following the later of (i) the calendar year in which a Member attains age 70 1/2, or (ii) the calendar year in which a Member retires.

**D.6.5 Other Capitalized Terms.** All other capitalized terms used in this Appendix D have the meanings set forth in Article 2, unless the context requires otherwise.

## ATTACHMENT 1

### SECOND AMENDMENT TO THE RETIREMENT PLAN BETWEEN INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 1245, AFL-CIO AND SACRAMENTO REGIONAL TRANSIT DISTRICT

This SECOND AMENDMENT to the RETIREMENT PLAN BETWEEN INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 1245, AFL-CIO AND SACRAMENTO REGIONAL TRANSIT DISTRICT, as restated effective July 1, 2010 (the "Plan"), is made and entered into by and between the Sacramento Regional Transit District (the "District") and the International Brotherhood of Electrical Workers Local Union 1245 (the "IBEW"), (hereinafter collectively the "Parties") on this 1 day of April, 2015.

#### **PURPOSE**

The District established the Plan effective September 16, 1974, and has since modified the Plan on numerous occasions. The District most recently restated the Plan effective July 1, 2010, and has since amended the Plan once. The Plan currently provides that (1) Members become 100% vested after completing five Years of Service; (2) retirement benefits are calculated using a 2% multiplier at age 55 or 25 Years of Service, or a 2.5% multiplier at age 60 or 30 Years of Service; (3) employee contributions are permitted only in accordance with the terms of a collective bargaining agreement or MOU between the District and the IBEW; and (4) Compensation includes cash outs of unused vacation or sick leave.

The Parties have agreed that each IBEW member who is hired or rehired by the District on or after January 1, 2015, will (1) become 100% vested after 10 Years of Service; (2) qualify for a benefit multiplier of 2.0% at 62, 2.1% at 63, 2.2% at 64, 2.3% at 65, 2.4% at 66, and 2.5% at 67; (3) contribute 1.5% of pay after one year of service, 3.0% of pay after two years of service, 4.5% of pay after three years of service, and 50% of normal cost up to 5% of pay after four years of service; and (4) have 40% after 10 years of service, 50% after 15 years of service, or 75% after 20 years of service of his or her accrued vacation and sick leave cash outs counted as Compensation. The Parties have agreed to amend the Plan to incorporate these changes.

Section 2.24 of the Plan currently defines "Spouse" as a person who has entered into a marriage with a Member pursuant to California Family Code section 300 et seq. Section 300 defines marriage as between a man and a woman. On June 26, 2013, the Supreme Court held in *United States v. Windsor* that section 3 of the federal Defense of Marriage Act (DOMA) proclaiming that marriage is between a man and a woman was unconstitutional. On the same date, in *Hollingsworth v. Perry*, the Supreme Court left in place the Ninth Circuit federal district court's decision in *Perry v. Schwarzenegger* declaring Article I, section 7.5 of the California Constitution defining marriage as between a man and a woman unconstitutional. On April 4, 2014, the IRS published Notice 2014-19 requiring among other things that plan sponsors amend their qualified plans to remove language defining marriage by reference to section 3 of DOMA or that is otherwise inconsistent with *Windsor*. The Parties desire to amend the Plan to comply with the Supreme Court's decisions and subsequent IRS guidance described above.

To accomplish the aforementioned purposes, the District and the IBEW desire to amend the Plan as set forth below, effective January 1, 2015, except as otherwise provided below.

**Section 1:** Section 2.5(a)(4) of the Plan is hereby amended to read in its entirety as follows:

"(2) if the Member is hired or rehired before January 1, 2015, 100% of cash received in lieu of vacation or sick leave; if the Member is hired or rehired on or after January 1, 2015, the

percentage of cash received in lieu of vacation or sick leave determined based on his or her Years of Service in accordance with the following schedule:

Years of Service	Percentage
Fewer than 10	0%
10 to 14	40%
15 to 19	50%
20 or more	75%

**Section 2:** Section 2.19 of the Plan is hereby amended to read in its entirety as follows:

**"2.19 'Normal Retirement Age'** means the later of (i) the Member's attainment of age 62, or (ii) the Member's completion of five (ten if the Member is hired or rehired by the District on or after January 1, 2015) Years of Service."

**Section 3:** Effective June 26, 2013, Section 2.24 of the Plan is amended in its entirety to read as follows:

**"2.24 'Spouse'** means individual to whom a Member is lawfully married, including an individual of the same-sex with whom the Member has validly entered into a marriage in a state, the District of Columbia, a United States territory or a foreign jurisdiction whose laws authorize the marriage of two individuals of the same sex, even if the individuals are domiciled in a state that does not recognize the validity of same sex marriage. Spouse excludes an individual with whom a Member has entered into a registered domestic partnership, civil union, or other similar formal relationship, whether opposite-sex or same-sex, recognized under the law of another jurisdiction that is not denominated as a marriage under the laws of that jurisdiction."

**Section 4:** Article 5 of the Plan is hereby amended to read in its entirety as follows:

"A Member will become 100% vested in his or her benefits under the Plan upon the earlier of: (i) the Member's attainment of Normal Retirement Age; or (ii) the Member's completion of five (ten if the Member is hired or rehired by the District on or after January 1, 2015) Years of Service. To the extent a Member's benefits under the Plan are vested, they are nonforfeitable."

**Section 5:** Section 7.1(a)(1) of the Plan is hereby amended to read in its entirety as follows:

"(1) the Member has attained age 55 and completed at least five (ten if the Member is hired or rehired by the District on or after January 1, 2015) Years of Service; or"

**Section 6:** Section 7.2 of the Plan is hereby amended to read in its entirety as follows:

**"7.2 Benefit Amount.** A Member's Retirement Allowance is the product of the Member's Final Monthly Compensation, Years of Service, and a percentage multiplier. If as a result of a Break in Service a Member is entitled to more than one Retirement Allowance as set forth in Section 4.4, the provisions of this Section shall be applied separately to each Retirement Allowance.

(a) For each Member who is hired or rehired by the District before January 1, 2015, the Retirement Allowance will be determined under paragraph (1) or (2) below, whichever produces the highest Retirement Allowance.

(1) A Retirement Allowance equal to the amount the Member would have received had the Member's Retirement Allowance been computed based upon the Member's age and Years of Service as of February 28, 1993, and according to the Plan provisions in effect on February 28, 1993, as set forth in Appendix B; or

(2) A Retirement Allowance determined based upon the Member's age and Years of Service on the date of the Member's last day of service under the Plan, and the applicable multiplier in the table below:

Age or Years of Service	Percentage Multiplier
55-59 or 25-29 years	2.0%
60+ or 30+ years	2.5%

(b) For each Member who is hired or rehired by the District on or after January 1, 2015, the Retirement Allowance will be determined based on the Member's age and Years of Service on the date of the Member's last day of service under the Plan, and the applicable multiplier in the table below:

Age or Years of Service	Percentage Multiplier
55-62 or 25 years	2.0%
63 or 26 years	2.1%
64 or 27 years	2.2%
65 or 28 years	2.3%
66 or 29 years	2.4%
67+ or 30+ years	2.5%

**Section 7:** Section 8.1(b) of the Plan is hereby amended to read in its entirety as follows:

"(b) the Member has completed at least five (ten if the Member is hired or rehired by the District on or after January 1, 2015) Years of Service;"

**Section 8:** Section 9.1 of the Plan is hereby amended to read in its entirety as follows:

**9.1 Eligibility for Survivor Benefit.** If a Member dies while an Eligible Employee after completing at least five (ten if the Member is hired or rehired by the District on or after January 1, 2015) Years of Service, a survivor benefit will be payable in accordance with this Article 9 to the Member's surviving Eligible Spouse, Eligible Domestic Partner, or Eligible Child (or eligible children)."

**Section 9:** Section 12.2 of the Plan is hereby amended to read in its entirety as follows:

**12.2 District Contributions.** The District must from time to time (at least annually to the extent necessary) make contributions to the Trust adequate to finance benefits provided by the Plan on a sound actuarial basis. Any forfeitures must be used to reduce the District contributions otherwise payable."

**Section 10:** Article 12 of the Plan is hereby amended by adding new Section 12.7 thereto to read in its entirety as follows:

**"12.7 Member Contributions.**

(a) Each Member who is an Eligible Employee and who is hired by the District on or after January 1, 2015, must contribute a percentage of his or her Compensation to the Plan, as determined based on his or her Years of Service, in accordance with the following schedule:

<b>Years of Service</b>	<b>Percentage of Compensation</b>
<b>1</b>	<b>1.5%</b>
<b>2</b>	<b>3.0%</b>
<b>3</b>	<b>4.5%</b>

After completing four Years of Service, each such Member must contribute 50% of the normal cost rate, rounded to the nearest quarter of 1%, not to exceed 5% of Compensation. For this purpose, "normal cost rate" means the annual actuarially determined normal cost for the Plan expressed as a percentage of payroll. The term "normal cost" means the portion of the present value of projected benefits under the Plan that is attributable to the current Year of Service.

(b) An individual account will be established for each Member in order to record the Member's contributions made to the Plan. The account balance will be credited with interest on the last day of each month at the rate determined by the Retirement Board.

(c) All Member contributions will be deducted from the Members' Compensation by payroll deduction and will be paid by the District to the Plan on behalf of Members. Member contributions must be transmitted to the Trust and credited to Members' accounts as soon as administratively practicable.

(d) Although designated as employee contributions, Member contributions will be picked up by the District for tax purposes in accordance with section 414(h)(2) of the Code and will be treated as pre-tax employer contributions. Members will not have the option of receiving the contributed amounts instead of having them paid by the District to the Plan.

(e) If a Member performs qualified military service (as defined in section 414(u)(5) of the Code), he or she will be permitted to makeup Member contributions to the Plan in accordance with section 414(u) of the Code. Makeup Member contributions made to the Plan on behalf of a Member in accordance with the preceding sentence will be credited to the Member's account, and any applicable interest on such contributions will accrue on a prospective basis only.

(f) Each Member has at all times a non-forfeitable interest in his or her account. However, if a Member qualifies for, and begins to receive a benefit under the Plan, he or she will not receive both the value of his or her account and the benefit. When any part of a Member's benefit under the Plan is first paid, the value of his or her account will become zero.

(g) If a Member has a Break in Service due to reasons other than death before completing 10 Years of Service, the Member's account balance will automatically be paid to the Member in a lump sum without the Member's consent, and his or her benefit under the



Plan will be forfeited. If the distribution exceeds \$1,000, and the Member has not elected to roll over the distribution to an eligible retirement plan pursuant to Section 16.2 or to receive the distribution directly, the distribution will be rolled over to an individual retirement plan maintained by a provider designated by the Retirement Board pursuant to a written agreement with the provider. The Member will be notified in writing, either separately or as part of the notice required under section 402(f) of the Code, that the distribution may be transferred to another individual retirement plan.

(h) If a Member has a Break in Service due to reasons other than death after completing 10 Years of Service, he or she may elect, at the time and manner prescribed by the Retirement Board, to either (1) receive a distribution of his or her account balance in a lump sum, or (2) continue to maintain his or her account under the Plan until his or her benefit under the Plan is paid. If the Member elects to receive a distribution of his or her account balance in accordance with this subsection, his or her benefit under the Plan will be forfeited.

(i) If a Member dies before satisfying the survivor benefit eligibility requirements in Section 9.1 or does not have an Eligible Spouse, Eligible Domestic Partner or Eligible Child at death, the Member's account balance will automatically be paid in a lump sum to (1) the Member's Beneficiary, or (2) if the Member does not have a Beneficiary at death, the Member's estate, without, in either case, the recipient's consent. If the Member's account balance is paid to the Member's Beneficiary or estate, his or her benefit under the Plan will be permanently forfeited.

(j) If a Member dies after satisfying the survivor benefit eligibility requirements in Section 9.1 and has an Eligible Spouse, Eligible Domestic Partner or Eligible Child at death, his or her surviving Eligible Spouse, Eligible Domestic Partner or Eligible Child may elect, at the time and the manner prescribed by the Retirement Board, to either (1) receive a refund of the Member's account balance, or (2) receive the survivor benefit determined in accordance with Article 9. If the Eligible Spouse, Eligible Domestic Partner or Eligible Child elects to receive a distribution of the Member's account balance in accordance with this subsection, the Member's benefit under the Plan will be permanently forfeited.

(k) A Member who resumes membership in the Plan in accordance with Article 3 after having previously received a distribution of his or her account balance in accordance with the preceding provisions of this Section 12.7 may reestablish Years of Service for the entire period of his or her previous membership by redepositing to the Trust, at the time and manner prescribed by the Retirement Board, the total amount distributed plus interest on that amount at the rate determined by the Retirement Board. If the Member does not redeposit that amount at the time and manner prescribed by the Retirement Board, he or she will not receive credit for Years of Service attributable to those distributions. Payment of the redeposit must be made in a lump sum, at the time and manner determined by the Retirement Board. In addition, the redeposit will be made either (1) on an after-tax basis, (2) by direct rollover of an eligible rollover distribution from an eligible retirement plan described in sections 401(a), 403(b), 408(a) and 457(b) of the Code, or (3) by transfer from the District's eligible deferred compensation plan' within the meaning of Section 457(b) of the Code."


**IN WITNESS WHEREOF**, the Parties have entered into this SECOND AMENDMENT to the Plan on the date first set forth above.

**SACRAMENTO REGIONAL TRANSIT DISTRICT**

By:   
JAY SCHENIRER, Chair

By:   
MICHAEL R. WILEY, General Manager/CEO

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1245**

By:   
Its: Business Representative

**APPENDIX B**

**TO THE  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SACRAMENTO REGIONAL TRANSIT DISTRICT**

**AND**

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

**POSITIVE DISCIPLINE PROGRAM GUIDELINES**

**APRIL 1, 2014 THRU MARCH 31, 2018**

POSITIVE DISCIPLINE PROGRAM GUIDELINES  
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## **SACRAMENTO REGIONAL TRANSIT DISTRICT POSITIVE DISCIPLINE PROGRAM GUIDELINES**

### **I. Introduction**

The Sacramento Regional Transit District (RT) and the International Brotherhood of Electrical Workers (IBEW) adopted a "Positive Discipline" Program pursuant to the memorandum of agreement dated March 9, 1993. Positive Discipline is a total performance management system that supports Regional Transit's belief that employees prefer successes in their work, and should be encouraged and recognized for these successes. Positive Discipline concentrates and relies on personal responsibility and decision making to build commitment and self-discipline. This is essential for the success of Regional Transit and its employees.

When employees perform their work well, they deserve to be recognized for it. When they do not, they deserve to have it discussed with them and to be given the opportunity to improve. Key aspects of the Positive Discipline system include recognizing and encouraging good performance, and correcting performance, which does not meet expectations. Positive Discipline focuses on communicating an expectation of change and improvement in a personal, adult, non-threatening way, while at the same time maintaining a commitment to RT's performance requirements.

### **II. Application**

The Positive Discipline Program applies to all regular IBEW member employees. It does not apply to newly hired employees while they are on probation. The performance of probationary employees shall continue to be monitored utilizing performance reviews and counseling. Employees on probation as a result of a promotion will be subject to the Positive Discipline Program.

### **III. Responsibilities**

To be successful, it is important that all the participants under Positive Discipline understand their roles and responsibilities. The participants include Executive Management, IBEW, Senior Managers, Superintendents, Supervisors, and each employee. These responsibilities are outlined as follows.

#### **A. Executive Manager**

Executive Management is responsible for the top down support of the Positive Discipline Program. This includes monitoring departmental participation and holding Senior managers accountable for the effective application of Positive Discipline in their respective departments.

B. I.B.E.W.

The IBEW will actively participate in all elements of the Positive Discipline Program including education, communication and evaluation.

C. Senior Managers

Managers are responsible for the effective application of Positive Discipline in their departments. This includes assuring that supervisors have the necessary skills, supervisory performance, and monitoring consistency and fairness among supervisors.

D. Superintendents and Supervisors

Superintendents and Supervisors are responsible for the day to day application of the Positive Discipline Program with the employees, which they supervise. This includes providing positive recognition and feedback, coaching and counseling, and addressing performance problems as they occur. Each supervisor is responsible for clearly communicating RT's performance expectations to the employees who work for them, and to let them know how they are performing, through coaching, counseling, recognition, and formal discipline.

E. Employees

Each employee is responsible and accountable for his or her own actions and performance, and for performing their jobs in a safe and efficient manner. Employees are expected to know the performance expectations for their jobs and to meet those expectations.

IV. Procedures and Practices

A. Recognition

The supervisor is a very important member of the work group. Since the supervisor's job is to get work done through others, it is essential that energies be concentrated on helping employees be as successful as possible. What a supervisor expects of an employee and the way the employee is treated to a large extent determines that employee's performance. Good performance is a shared responsibility.

The supervisor has an opportunity to foster a working environment that is based on mutual respect and trust. This is a collaborative team effort that is mutually beneficial to the supervisor, employee, and the organization. Positive Discipline is intended not only to resolve performance problems

but encourage improvement and recognize exceptional performance. Reinforcement of this behavior will help ensure its continuation and should be used in a variety of circumstances including the following examples:

1. When an employee's attendance, conduct and/or performance improves, it is the responsibility of the supervisor to acknowledge the improvement in a way that encourages the employee to continue the improvement.
2. When an employee deserves recognition and commendation for performance that is above and beyond the call of duty.
3. When an employee deserves recognition and commendation for performing competently and diligently over a period of time.

In a discussion of this nature, the supervisor must refer to the specific improvement or incident with which the supervisor is pleased. The supervisor must be specific and sincere. These positive contacts should be noted on the employee's operating file. If the employee's performance is exceptional, or the supervisor is deactivating a step of formal discipline, a memo to the employee should be prepared by the supervisor recognizing this exceptional or improved performance. The memo should be presented personally by the supervisor to the employee. This type of recognition can be highly successful in establishing and maintaining a motivating, productive work environment.

#### B. Coaching and Counseling

Coaching/counseling is the expected method for the supervisor to inform an employee about a problem in the areas of work performance, conduct, or attendance. The objective of performance coaching/counseling is to help the employee recognize that a problem exists and to develop effective solutions to it. Since it is the supervisor's approach to a performance problem that often brings about the employee's decision to change behavior, it is critical that the supervisor be prepared. Coaching/counseling is intended to be a deliberation and discussion between the supervisor and employee. Normally, performance problems can be resolved at this step. Documentation (memoranda or forms) of coaching and counseling sessions shall be signed and dated by the employee.

Coaching/counseling memos, forms, or notes kept in the supervisor's operating file should be deactivated in the same manner as oral reminders. If a bargaining unit employee requests a shop steward prior to or during coaching/counseling, such requests shall be granted.



## C. Formal Discipline Steps

When an employee fails to respond to counseling or a single incident occurs which is serious enough to warrant a formal step of discipline, the supervisor will have several options, depending upon the seriousness of the performance problem. These options include:

### 1. Oral Reminder

The oral reminder is a formal conversation between a supervisor and an employee about a conduct, attendance or performance problem. The conversation is followed by the supervisor's memo to the employee summarizing the conversation and the employee's commitment to change or improve in the identified deficiency. It is the first step of the formal discipline process.

#### a. Application

The supervisor discusses the conduct, attendance, or work performance problem(s) with the employee in a private meeting. The supervisor reminds the employee of the importance of commitment to follow work rules and District standards. In this problem solving discussion, the supervisor informs the employee that this is the first step of formal discipline and restates the employee's need to live up to his or her commitment. The meeting closes with the supervisor expressing confidence in the employee's ability to change.

#### b. Documentation

i. The supervisor will prepare a memo documenting the points covered in the conversation; this memo shall be signed and dated by the employee when received by the employee. The Supervisor shall retain it in his or her operating file. The employee will be given a copy of this memo.

ii. An oral reminder is active for six (6) months.

### 2. Written Reminder

A written reminder is a formal conversation between a supervisor and an employee about a continued or serious performance, conduct, attendance problem. The conversation is followed by the

supervisor's written letter to the employee summarizing the conversation and the employee's commitment to change his or her behavior. It is the second step of formal discipline.

a. Application

This step is applied when

- i. An employee's commitment to improve is not met within the six (6) month active time period for an oral reminder; or
- ii. An employee commits a serious offense whether or not any previous disciplinary action has been taken.

b. Documentation

- i. After the conversation with the employee, the supervisor will then write a letter to the employee summarizing the discussion. It should describe the specific performance conduct or attendance problem, the date of previous coaching/counseling and/or oral reminders, if any, what offense caused the written reminder, the employee's commitment and need to change in the future, and that further steps of formal discipline could follow if the problem is not solved. The letter shall be signed and dated by the employee.
- ii. The original copy of the letter is given to the employee. The immediate supervisor retains a copy of the letter and a copy is placed in the employee's personnel file.
- iii. The written reminder is active for twelve (12) months.

3. Decision Making Leave (DML)

The DML is the third and final step of formal discipline. It consists of a discussion between the supervisor and the employee about a very serious incident or continuation of a performance conduct or attendance problem. The discussion is followed by the employee being placed on a decision making leave the following workday, with pay, to decide whether he or she wants and is able to continue work for RT. This means following all the rules and performing conducting or attending work in a fully satisfactory manner.

The employee's decision is reported to the supervisor the next workday after the DML. The DML is an extremely serious step since, he or she will be subject to termination from employment if the employee does not live up to the commitment to meet all company work rules and standards during the next eighteen (18) months, the active period of the DML.

Because the DML is a total performance agreement by the employee there is only one (1) active DML allowed.

a. Application

This step is applied when:

- i. An employee's commitment to improve is not met during the twelve (12) month active time period for a written reminder; or
- ii. An employee commits or continues a very serious offense whether or not previous discipline has taken place.

b. Documentation

- i. When the employee returns from the decision making leave, the employee will be given a letter summarizing the decision making leave incident and the employee's decision. The letter will advise the employee he/she will be subject to termination should the employee fail to live up to his or her commitment to maintain an acceptable level of performance, conduct and attendance and abide by all company rules. The letter shall be signed and dated by the employee.
- ii. The original copy of the letter is given to the employee. The immediate supervisor retains a copy of the letter and a copy is placed in the employee's personnel file.
- iii. A DML is active for eighteen (18) months.

c. Prohibition on Promotion

An employee working under the terms of an active (live) DML is not eligible to bid for, or be awarded a promotion into another job classification with a higher top hourly pay rate.

4. Extension of Active Time Period for Disciplinary Action

During the active period of a disciplinary action, if an employee has an absence for anything other than floating holiday, military leave, jury duty or vacation, the active period of the disciplinary action will be extended by one (1) day for each day of any such absence.

5. Termination

- a. Termination from employment shall occur when Positive Discipline has failed to bring about a positive change in an employee's behavior, such as another disciplinary problem occurring within the eighteen (18) month active duration of a DML. Termination from employment will also occur in instances when a single offense of such major consequence is committed that the employee forfeits his or her right to the Positive Discipline Program. Examples include but are not limited to theft, possession of illegal drugs or alcohol on company property, during working hours striking a member of the public or another employee and other similar offenses.
- b. Notwithstanding the forgoing, if a performance conduct or attendance problem which normally would result in any level of formal discipline occurs during an active DML, RT will take mitigating factors such as length of employment, employment record, nature and seriousness of the violation, etc. into consideration before making a decision to discharge. Should RT make the decision not to terminate, this decision should be documented and placed in the employee's personnel file. The employee should also be given a copy of this documentation.
- c. In the event of a proposed termination from employment for a violation of the terms of a DML or for a single instance of egregious conduct, the employee shall be subject to a pre-termination hearing, as set forth in Section 29.5, of the labor agreement.

## V. Administrative Guidelines

### A. Rule Infraction Categories

Rule infractions are generally divided into three (3) categories. These are:

1. Work performance
2. Conduct
3. Attendance

The maximum number of oral reminders that may be active at one time are three (3) and these must be in different categories. Should another performance, conduct or attendance problem occur in a category where there is already an active oral reminder, the discipline must escalate to a higher level of seriousness; usually a written reminder.

The maximum number of written reminders that may be active at one time is two (2), and these must be in different categories. Should another performance, conduct or attendance problem occur in a category where there is already an active written reminder, the discipline must escalate to a DML.

The supervisor is responsible for the Positive Discipline Program including each step of formal discipline. At each formal discipline step specific approvals are required as indicated on the attachment entitled Positive Discipline Summary.

### B. Grievance Appeal

Placement of an employee at a Positive Discipline step or termination of an employee may be grieved by the Union on the grounds that such action was without "just cause".

Because the Decision-Making Leave is a total performance agreement on the employee's part, there is only one (1) DML that can be active at any time. While a DML is active, no other formal discipline may be administered.

### C. Infraction Category Examples

The following list, which is not intended to be all inclusive, gives examples of rule violations and the general categories they fall into.

1. Attendance

- a. Absenteeism
- b. Tardiness
- c. Sick leave abuse
- d. Unavailability for work
- e. AWOL

2. Conduct

- a. Violation of employee work rules
- b. Insubordination
- c. Falsification of District records
- d. Conducting personal business on District time
- e. Failure to adhere to safe work practices
- f. Sleeping on the job

3. Work Performance

- a. Unsatisfactory work performance (quality/quantity, effort, or negligence)
- b. Poor housekeeping

D. Infraction Severity

Offenses in each of the three (3) categories are normally assigned a level of severity. Their level of severity can be minor, serious, or major in nature. As a general rule, the seriousness of the offense dictates which disciplinary step of the Positive Discipline Program would apply.

E. Practices, Rules and Common Sense

The above list is not totally inclusive. RT's standard practices, safety and procedural rules, along with sound judgment and common sense should govern individual conduct and actions. Individual departments also have rules and standards, which must be followed.

F. Union Representation/Record Review

Upon request, all employees are entitled to Union representation during any coach and counseling or formal discipline step of the Positive Discipline Program. Employees will be permitted to review their performance conduct or attendance record upon advance notice to their supervisor allowing a mutually agreeable time to be established.

## G. Crises Suspension

Crises suspension should be used when the employee's inappropriate behavior is so serious immediate removal from the work place is necessary because the employee's actions indicate that remaining on, or returning to the job may be detrimental to the employee, patrons, or to RT. The employee shall be required to leave RT property with pay pending the results of an investigation. Some examples would be theft, gross insubordination, threat of violent action or, destruction of RT property. Such situations are to be handled as follows:

1. If, upon completion of its investigation, RT finds that there is insufficient evidence to support the alleged misconduct, the employee will be returned to work.
2. If, upon completion of its investigation, RT finds that there is sufficient evidence to support proposed termination of employment, the employee will be charged and given an opportunity to respond in accordance with procedures of the CBA. The response will be taken into consideration in making a final decision.
3. If, upon completion of its investigation, RT finds that there is sufficient evidence to support disciplinary action short of termination from employment, the appropriate step of formal discipline will be assessed.

## H. Disciplinary Action Deactivation

A very important step of the Positive Discipline Program which recognizes improved performance is the disciplinary action deactivation process. If an employee's attendance, conduct, and/or performance improves, it is mandatory that the supervisor acknowledge the improvement during a meeting with the employee. The administrative process of deactivation is summarized below.

### 1. Oral Reminder

At the end of the six (6) month active time period, the immediate supervisor will meet with the employee and inform him or her of the inactive status of the oral reminder, and commend the improved performance conduct or attendance. The original memo is to be removed from the supervisor's operating file and returned to the employee.

2. Written Reminder

At the end of the twelve (12) month active time period for the written reminder the supervisor will meet with the employee and informs him or her of the inactive status of the written reminder. The supervisor will prepare a memo advising the employee of the inactive status of this step, commend the improved performance, conduct or attendance and sends a copy to the employee's personnel file.

3. DML

At the end of the eighteen (18) month active time period for the DML the supervisor will meet with the employee and inform him or her of the inactive status of the DML. The supervisor will prepare a memo advising the employee of the inactive status of the step, commend the improved performance conduct or attendance and sends a copy to the employee's personnel file.

I. Employee Assistance Program

The Employee Assistance Program (EAP) will continue to play a very important role and should be utilized by supervisors and employees when appropriate.

J. Options to Formal Discipline

At each step of the Positive Discipline Program, both the supervisor and employee should consider a variety of options to formal discipline. These may include EAP, training, demotion, leave of absence, etc.

K. Documentation

Documentation prepared by the supervisor as a part of the Positive Discipline Program, including recognition, coaching/counseling, and formal discipline, will be issued after a discussion with the affected employee. The documentation should address the following items.

1. The event leading to the discussion.
2. What was said by both parties during the discussion.
3. What future actions are expected.

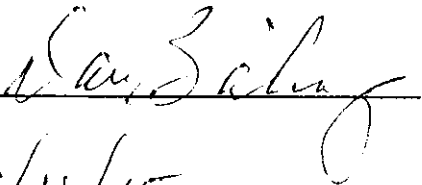


The employee is to be afforded copies of all documentation related to the administration of this program.

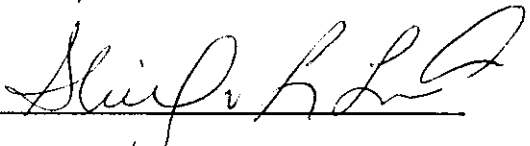
VI. Program Duration

This Positive Discipline Program, first established on September 21, 1993, and as is revised from time to time, shall run concurrently with the present Collective Bargaining Agreement and will continue in its present form unless modified or terminated by the parties through collective bargaining.

FOR THE  
DISTRICT:

  
\_\_\_\_\_  
2/11/15  
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FOR THE  
IBEW, LOCAL 1245:

  
\_\_\_\_\_  
3/15/2015  
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**POSITIVE DISCIPLINE SUMMARY**

ACTION	MONTHS ACTIVE	INITIATING RESPONSIBILITY	APPROVAL	DOCUMENTATION
Employee Recognition	---	Immediate Supervisor	---	Verbal or Letter (Copy of letter placed in Personnel File)
Coaching/Counseling	---	Immediate Supervisor	---	Letter placed in Operating File or Log

**FORMAL DISCIPLINE**

Oral Reminder	6	Immediate Supervisor	Reviewed by Department Manager/Director	Written memo to employee (Copy placed in Supervisor's Operating File)
Written Reminder	12	Immediate Supervisor	Reviewed by Department Manager/Director & EMT	Typed letter given to employee (Copy placed in Supervisor's Operating File & Personnel File)
Decision Making Leave (DML)	18	Immediate Supervisor	Reviewed by Department Manager/Director, EMT, & Director, Labor Relations	Typed letter given to employee (Copy placed in Supervisor's Operating File & Personnel File)

Termination	---	Immediate Supervisor	Reviewed by Department Manager/Director, EMT, & Director, Labor Relations	Typed letter given to employee (Copy placed in Personnel File)
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**NOTE:**

Oral Reminder The maximum number of oral reminders that may be active at one time is three (3) and all of these must be in different categories. Any employee whose performance requires reminders in excess of this will move to the next level of discipline.

Written Reminder The maximum number of written reminders that may be active at one time is two (2) and these must be in different categories. Any employee whose performance requires reminders in excess of this will move to the next level of discipline.

DML A DML is a total performance step. There is one DML allowed during its active period.