

# **COLLECTIVE BARGAINING AGREEMENT**

Between

**SACRAMENTO REGIONAL TRANSIT DISTRICT**



and

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

**(ADMINISTRATIVE / TECHNICAL UNIT)**



**EFFECTIVE**

**January 1, 2014 thru December 31, 2017**

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## AGREEMENT

This Agreement is made and entered into this 1st day of January 2014, by and between the Sacramento Regional Transit DISTRICT, hereinafter referred to as "DISTRICT", and the American Federation of State, County and Municipal Employees, AFSCME, UNION, Council 57, Local 146, AFL-CIO, hereinafter referred to as "UNION."

WITNESSETH:

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

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

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

### ARTICLE 1 – PREAMBLE

1.01 The DISTRICT and UNION mutually agree that their objective is for the good and welfare of the DISTRICT and UNION members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

### ARTICLE 2 – RECOGNITION

2.01 The DISTRICT recognizes the UNION as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work and other terms and conditions of employment, for all DISTRICT employees employed in the job classifications listed below, as defined in the Representation Election dated September 22, 2010.

Accessible Services Eligibility Specialist  
Administrative Assistant I  
Administrative Assistant II  
Administrative Technician  
Customer Advocate I  
Graphic Designer  
IT Project Coordinator

IT Technician I  
IT Technician II  
Marketing and Communications Specialist  
Network Operations Engineer  
Network Operations Technician  
Operations Trainer  
Route Checker  
Safety Specialist I  
Safety Specialist II  
Senior Customer Advocate  
Senior Facilities Specialist  
Senior Inspector  
Senior Safety Specialist

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

### ARTICLE 3 – NON-DISCRIMINATION

- 3.01 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, veteran status, disability, or otherwise included in a disadvantaged group. The UNION further recognizes the DISTRICT'S commitment to both equal employment and affirmative action.
- 3.02 All references in this Collective Bargaining Agreement that refers specifically to the male or female gender shall be construed to apply equally to the opposite.

### ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The DISTRICT retains all rights of management to make rules and regulations pertaining to employees consistent with the safe and efficient operation of the DISTRICT'S business including, but not limited to;
- A. The right to determine the mission, budget, policies and standards of service offered to the public;
  - B. The right to plan, direct, control and determine the operations or services to be conducted by the employees of the DISTRICT;

- C. The right to determine the technology, methods, means and personnel by which operations are to be conducted;
- D. The right to hire, classify, promote, train, transfer, assign and retain employees;
- E. The right to suspend, demote, discipline or discharge employees for just cause;
- F. The right to lay off employees due to lack of work or funds.

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

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

5.01 UNION Membership – All employees covered by this Agreement shall, as a condition of employment, shall either become and remain members of the UNION within 30 days of employment in a covered job classification, or pay to the UNION an agency fee equal to the monthly periodic dues of the regular membership less costs which are not related to the administration of this Agreement and the representation of employees; provided however that each employee will have available to him/her membership in the UNION on the same terms and conditions as are available to every other member of the UNION. The DISTRICT will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain either membership in the UNION or pay a fair share agency fee. A UNION Officer, or designee, will be notified within 5 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.

5.02 In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into membership in good standing, the UNION may give the DISTRICT written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the DISTRICT shall suspend or terminate the employment of said employee, as requested, within 10 business days of receipt of the notice.

5.03 Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the employee

from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration. This arbitration shall be between the employee and UNION. The DISTRICT shall have no role in this dispute. The Arbitrator will be chosen utilizing the American Arbitration Association.

- 5.04 Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than 20 days or less than 10 days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the DISTRICT of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.
- 5.05 The DISTRICT shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of all bargaining unit employees and all employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.
- 5.06 Dues Check Off – On or before the 10<sup>th</sup> and 25<sup>th</sup> day of each month the DISTRICT agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The UNION shall provide the DISTRICT 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The DISTRICT agrees to remit to the UNION by the 10<sup>th</sup> and 25<sup>th</sup> day of each month the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the DISTRICT.
- 5.07 Payroll deductions shall be limited to the following choices:
- A. UNION Membership Dues
  - B. Agency Shop Fees
  - C. AFSCME Voluntary Political Action Check Off (PEOPLE)
  - D. Fair Share donations to the United Way Campaign (Sacramento Region)
- Fair Share donations are limited to employees with religious objections.
- 5.08 Hold Harmless – The UNION agrees to hold harmless and to indemnify the DISTRICT for any and all costs or legal action, which may be caused, or result from the DISTRICT'S compliance with this Article.



## ARTICLE 6 – NO STRIKE – NO LOCKOUT

- 6.01 During the term of this Agreement, neither the UNION nor its agents or any employee, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with the work and operations of the DISTRICT.
- 6.02 During the term of this Agreement, neither the DISTRICT nor any of its agents, shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.
- 6.03 The DISTRICT may discharge or discipline any employee found in violation of Section 6.01, above.
- 6.04 It shall not be a violation and shall not be a cause for disciplinary action for a covered employee to voluntarily refuse to cross a picket line on any property involved in a primary, bona fide labor dispute.
- 6.05 It shall not be a violation of this section nor cause for disciplinary action should any employee voluntarily cross a picket line on DISTRICT property when the DISTRICT is involved in a primary labor dispute.
- 6.06 Nothing contained herein shall preclude the DISTRICT from obtaining judicial restraint and damages in the event of a violation of this Article.

## ARTICLE 7 – WORK RULES AND STANDARDS

- 7.01 It is mutually agreed that the regulations set forth in the DISTRICT'S rulebooks and manuals, with such additions or alterations as are made by the DISTRICT from time to time, are necessary for the efficient operations, and that willful infraction of these rules will constitute just cause for discharge or other disciplinary action.
- 7.02 The DISTRICT will provide the UNION and Chapter President with a copy of any subject of interest that may concern and/or impact wages, hours and other terms and conditions of employment at least 10 business days prior to its implementation. Upon request, the DISTRICT will meet and confer over any such concern.
- 7.03 No matter concerning and/or impacting wages, hours and other terms and conditions of employment will be promulgated or enforced if it is in violation of any provisions elsewhere in this Agreement unless mutually agreed upon. Any claim that the DISTRICT is in violation of Section 7.02 above or a provision(s) of this Agreement may be made the subject of a grievance.

## ARTICLE 8 – LABOR – MANAGEMENT MEETINGS

8.01 Joint Labor – Management meetings shall be scheduled at least quarterly, or more frequently upon request, at a mutually convenient time and place for the purpose of improving communication and promoting harmony and cooperation between the DISTRICT and the UNION. The UNION may have up to 5 members at the meetings. Employees attending the meetings during their work time will not lose compensation.

## ARTICLE 9 – NEW AND EXISTING JOB CLASSIFICATIONS

### 9.01 New Job Classifications

- A. If a new job classification is established that is covered under this Agreement, the DISTRICT will submit the job description and proposed wage rate to the UNION for review. In the event the UNION disagrees with the proposed wage rate, the parties will meet in an attempt to resolve their differences within 30 days. At the end of that time, any unresolved difference with the proposed wage rate may be made the subject of a grievance or arbitration.
- B. A grievance initiated hereunder shall be filed at the General Manger/CEO (or Designee) Level for review (Step 3). If the grievance is referred to arbitration, the decision of the Arbitrator shall be limited to the appropriate rate of pay.
- C. After submitting a new or revised job description and proposed wage rate to arbitration, the DISTRICT may proceed to fill the job vacancy, at the DISTRICT'S proposed rate of pay. If the Arbitrator changes the rate of pay, the decision shall be binding on the parties and the appropriate adjustment made to the incumbent's pay, including back pay, if so directed by the Award.

### 9.02 Existing Job Classifications

- A. The DISTRICT recognizes its duty to negotiate any change that affects hours, wages and/or working conditions of AFSCME members.

## ARTICLE 10 – RECRUITMENT AND SELECTION

### 10.01 Recruitment Processes

- A. Laid off Employees – Individuals on layoff who have provided an email address to the Human Resources Department will be notified of DISTRICT-wide Internal Only and Internal/External vacancy postings. A laid off employee interested in applying for the vacancy will be subject to the applicable recruitment procedures set out in paragraphs B.2, or B.3, below. Additional information specific to laid off employee recall rights is located in Article 30, Layoff and Recall.

B. The Human Resources Department is responsible for managing and monitoring the recruitment and selection processes for the DISTRICT pursuant to applicable Federal and State regulations, the provisions contained herein and established Standard Operating Procedures (SOP's). There are 3 recruitment processes, which may be utilized depending on the circumstances of the vacancy for which recruitment has been initiated.

1. Letter of Solicitation – If there is a vacancy in a job classification, which is part of a career ladder/hierarchy, e.g., Analyst I, II, Senior Analyst, a Letter of Solicitation, will be sent to all employees in the hierarchy of classifications at or below the level of the vacancy to solicit their interest in vying for the vacancy.
  - (a) All qualified employees responding to the Letter of Solicitation will be scheduled for an interview with the hiring authority.
2. DISTRICT-wide Internal Only – If there is a vacancy in a job classification, which is not part of a career ladder/hierarchy, or the vacancy was not filled via the Letter of Solicitation process, the vacancy may be posted DISTRICT-wide Internal Only for interested applicants.
  - (a) The vacancy will be posted on authorized DISTRICT bulletin boards and the DISTRICT intranet for a minimum of ten (10) business days.
  - (b) Interested employees must submit a RT employment application and any other additional required documentation to the HR Department by the deadline date noted in the posted documents.
  - (c) Employees on vacation or a DISTRICT approved leave of absence at the time of posting, may apply for the vacant position within the first five (5) business days after returning to work, provided;
    - i. A written exam has not been administered, and/or
    - ii. Interviews have not yet been arranged with candidates.
  - (d) All applications are screened according to the minimum qualifications established for the position. Employees who meet the minimum qualifications will have their attendance reviewed to ensure eligibility criteria are met. The screening process may also involve the administration of written and/or oral assessments and when used will be administered and monitored only by the HR Department.
  - (e) Any employee(s) meeting the minimum qualifications for the position will be scheduled for an interview with the hiring

authority at the departmental level.

- (f) If there is more than 1 qualified employee identified as a result of the departmental level interview, an Eligibility List will be established (Section 10.02, below).
3. Internal/External – If there is a vacancy in a job classification, which is not filled through the Letter of Solicitation or DISTRICT-wide Internal Only recruitment, the vacancy may be posted/advertised Internal/External for interested applicants. Any DISTRICT employee who did not respond to the Letter of Solicitation or submit an application for the vacancy in the DISTRICT-wide Internal Only process may apply for the vacancy and be considered along with any member of the general public vying to fill the vacancy.
- (a) Vacancy will be posted on authorized DISTRICT bulletin boards the DISTRICT intranet and public website, standard outreach resources as well as any special focus recruitment resources, as determined necessary by the DISTRICT, for a minimum of ten (10) business days.
  - (b) Interested applicants must submit a RT employment application and any another additional required documentation to the HR Department by the deadline date noted in the Announcement.
  - (c) Eligible employees who are on vacation or a DISTRICT approved leave of absence at the time of posting, may apply for a posted position within the first five (5) business days after returning to work if, provided:
    - i. A written exam has not been administered, and/or
    - ii. Interviews have not yet been arranged with candidates.
  - (d) All applications are processed and screened according to the minimum qualifications established for the position.
  - (e) The most qualified applicants will be invited to participate in subsequent steps of the recruitment process. The screening process may also involve the administration of written and/or oral assessments and when used, are to be administered and monitored only by the HR Department.
  - (f) The most qualified applicants will be invited to an Oral Board Panel Interview (“Panel Interview”).
  - (g) Those candidates deemed qualified following the Panel Interview will be placed on a Referral List (See B, below) and are eligible to be invited to the Department level interview.
  - (h) If there is more than 1 qualified candidate identified as a result of

the Department level interview, an Eligibility List will be established (Section 10.02, below).

#### 10.02 Referral and Eligibility Referral Lists

- A. A Referral List is established following an Internal/External recruitment based on Panel Interview ratings and is forwarded to the Departmental Hiring Authority for consideration in filling a vacancy.
- B. An Eligibility List will be established following a departmental interview in DISTRICT-wide Internal Only and Internal/External recruitment process when there is more than one (1) qualified candidate identified.
  - 1. Candidates on an Eligibility List will be used to fill vacancies in the classification for which the list was established, for up to 1 year following the date of establishment, or until the list is exhausted, whichever is sooner.
  - 2. Candidates on an Eligibility List for one classification will not be carried over to another Eligibility List established for a different classification.
  - 3. Upon the lapse of 1 year or when there are no candidates on an Eligibility List, subsequent vacancies will be filled pursuant to the applicable recruitment process as defined above.

#### 10.03 Acting Appointment

An employee may be appointed to fill any previously authorized position on an "acting" basis at the discretion of his or her Department Manager/Director, or EMT Member, subject to the established approval process. Such appointments shall not ordinarily exceed 90 calendar days except where unusual and/or unforeseen circumstances dictate otherwise, as determined by the General Manager/CEO.

#### 10.04 Employment Applications

##### A. Application Locations

Employment Applications may be picked up in the Human Resources Department or obtained on-line.

##### B. Application Cutoff Date

Applications received after the established cutoff date will not be considered for filling the advertised vacancy.

#### 10.05 New Hire Training And Probationary Period

- A. All employees hired into a job classification covered by this Agreement shall work in a training and probationary status for their first 180 calendar

days, approximately 6 months of employment.

- B. The training and probationary period shall constitute a trial period during which the DISTRICT will judge the performance, skill, ability, competency, fitness, attendance and other attributes necessary for successful performance of the job. During the training and probationary period, the DISTRICT'S judgment as to the qualifications of the employee and the imposition of discipline or discharge shall not be subject to the grievance and arbitration procedure.
- C. During the twelve months following an individual's placement into any new position covered by this Agreement, the employee may not move into another position, except for the reason of "promotion."
- D. Upon completion of the new hire probationary period, the employee shall be given a performance review, before moving into regular employment status. Failure to complete a timely performance review shall not preclude the employee from moving into regular employee status upon completing 180 days of employment.
- E. Upon successful completion of the new hire probationary period, the employee shall, receive a five percent (5%) post-probationary increase in compensation, not to exceed the maximum wage rate of the classification.
- F. Current employees voluntarily entering into a promotion, lateral transfer, reassignment, or demoted into another job classification, shall work their first three (3) months on probationary status.
- G. Should an employee fail to successfully complete probation, he or she may return to their previously held position provided that:
  - 1. The return is within the first 45 days of the employee being placed on probation; or
  - 2. He or she has requested in writing during the first 45 days to return to their previous position. On or before the 40<sup>th</sup> day of probation, the employee and supervisor shall meet to discuss the employee's performance with respect to the likelihood of successfully completing the full probationary period; or
  - 3. Beginning with the 46<sup>th</sup> day and continuing through the 90<sup>th</sup> day of the probationary period, an employee may request in writing to be returned to his or her previous position. The employee's request will be honored provided the final filing date for taking applications to fill the vacancy has not been reached or the 90 day probationary period has not ended. If the application filing period has closed before the lapse of the 90 day probationary period, the employee may submit an application for any vacant, authorized position for which recruitment is being conducted, for which he or she meets the minimum qualifications.

4. In the event his or her position has been eliminated, he or she may apply for any vacant position currently being recruited for staffing. If no position is available, the employee whose position was eliminated will be classified as a laid off employee and will be placed on a recall list per Article 30.
- H. The probationary period may be extended upon mutual agreement of the employee and the Departmental Manager/Director.

## ARTICLE 11 – SENIORITY PROVISIONS

### 11.01 Definitions

- A. DISTRICT Seniority: New employees shall be placed on the DISTRICT Seniority List in accordance with the date they are hired as a regular employee by the DISTRICT.
  1. Time spent on active military leave shall be counted as service as specified in Federal and State statutes.
  2. Time spent on probationary status shall be counted as service.
- B. Classification Seniority: Employees shall be placed on the Classification Seniority List in accordance with the date they are hired as, or promoted to, or transferred to their position. A classification within a classification/series hierarchy shall have the seniority date of their entry into the classification/series.
- C. Department Seniority: Employees shall be placed on the Departmental Seniority List in accordance with the date they are hired as, or promoted to, or transferred into a Department. A classification within a classification/series hierarchy shall have the seniority date of their entry into the classification/series within the department.

11.02 No employee shall lose his or her seniority rights due to illness or injury.

## ARTICLE 12 – PERSONNEL RECORDS

- 12.01 The DISTRICT shall maintain all employee Personnel Records in a secure and confidential manner so as to comply with all applicable State or Federal regulations.
- 12.02 Employees may view their Personnel Records, consistent with California Labor Code 1198.5, by contacting the Human Resources Department and scheduling a mutually convenient date and time.

- 12.03 The DISTRICT shall notify the affected employee within ten (10) business days should a disciplinary document or external complaint be placed in the employee's personnel file. The employee shall have the opportunity to submit a rebuttal or statement about such documents and upon request, such rebuttal or statement shall be placed in the file attached to the primary document.
- 12.04 It shall be the responsibility of the employee to request in writing, through the Labor Relations Department or Human Resources Department that outdated disciplinary documentation be removed from his or her personnel file after the required time (per Section 41.06) period has passed.
- 12.05 It is the responsibility of the employee to keep his or her personnel file updated with respect to current job skills, education, personal status changes, personal contact information, and any other personal information necessary to keep the file current.
- 12.06 The UNION shall be granted access to an employee's personnel file upon obtaining written approval from the employee.

#### ARTICLE 13 – PROMOTION AND TRANSFER OUTSIDE THE AFSCME BARGAINING UNIT

- 13.01 The UNION agrees that any employee accepting a promotion, transfer or appointment to a position not covered by the terms and provisions of this Agreement forfeits all representation by the UNION.
- 13.02 Whether or not such employee subsequently returns to his or her previous classification is a matter for determination between the affected employee and the DISTRICT, and the UNION has no jurisdiction in such cases.
- 13.03 Employees who are permanently appointed to a position or classification not covered by the jurisdiction of the UNION and who return to work in their previous classification, prior to the lapse of 12 months, shall suffer no loss of seniority. Those employees who return to their previous classification shall retain their original seniority as if they had never left the jurisdiction of the UNION. Employees who are temporarily appointed to a position or classification not covered by the jurisdiction of the UNION who return to work in their previous classification, after a lapse of 24 months, shall not retain their original seniority.
- 13.04 At the time any employee is appointed or transferred from, or back into the bargaining unit, the DISTRICT shall provide the UNION with written notice of same, showing the name of the employee and the effective date of such appointment or transfer.



## ARTICLE 14 – ACCRUALS FOR TRANSFERRING EMPLOYEES

### 14.01 Accrued Benefits and Floating Holidays

- A. An employee transferring to a position governed by this Agreement from a position not governed by this Agreement shall not carry over any accruals exceeding the maximum benefit level of accruals allowed by this Agreement.
- B. An employee transferring to a position governed by this Agreement from a position not governed by this Agreement who has accrued more than the maximum number of vacation, CTO and/or holiday hours allowed in this Agreement may be allowed to cash out in accordance with Section 23.05 of this Agreement.

### 14.02 Use and Scheduling of Accrued Benefits and Floating Holidays

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

## ARTICLE 15 – WORKDAY / WORKWEEK

### 15.01 Workweek Defined

- A. Standard Workweek 5/8/40: The 5/8/40 work schedule is one in which an employee is regularly scheduled to work a fixed 40 hours in one workweek (7 consecutive days). The employee regularly works 5 eight-hour days with 2 consecutive days off during the workweek (7 consecutive days).
- B. Alternative Workweek 4/10/40: The 4/10/40 work schedule is one in which an employee is regularly scheduled to work a fixed 40 hours in one workweek (7 consecutive days). The employee regularly works 4 ten-hour days with 3 consecutive days off during the workweek (7 consecutive days).
- C. Alternative 9/8/80 Workweek: The 9/8/80 alternative work schedule is one in which an employee is regularly scheduled to work a fixed eighty (80) hours in two (2) consecutive workweeks, fourteen (14) days by alternating between a work schedule of four (4) – nine (9) hour days plus one (1) eight (8) hour day and four (4) – nine (9) hour days plus one (1) day off.
- D. The standard or non-alternative workweek shall commence on Sunday 12:00 a.m. and end on Saturday 11:59 p.m.
- E. This provision does not preclude the parties from mutually agreeing to alternate work schedules.

## 15.02 Workday Defined

It is recognized that occasionally individuals may need time off during a workday to take care of personal business. In such instances, the Department Manager/Director may rearrange an employee's daily work schedule to accommodate the employee.

### A. Definitions

1. Flex-Time is a method of establishing an alternative to the basic "business day" working hours of 8:00 a.m. to 5:00 p.m. whereby an employee may select his or her own starting and quitting times within the limits prescribed by the DISTRICT.
2. Core Hours are those hours during a workday when all full-time employees are required to be on the job. For purposes of this provision, those hours are 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4:00 p.m. Deviations from these core hours may be allowed based upon department need and management approval.
3. Flex Hours are those hours during a workday when employees are permitted to vary their work hours. For purposes of this provision, those hours are 4:00 a.m. to 9:00 a.m., 11:00 a.m. to 1:00 p.m., and 4:00 p.m. to 6:00 p.m.
4. Workday is the period of time comprised of flex hours and core hours, which make up an employee's daily eight (8), nine (9) or ten (10) hours on the job.
5. Lunch Break is a fixed, minimum and uninterrupted thirty (30) minute period of time, which must begin no later than the fifth hour of the shift.

### B. Flex Hours/Flex Time Procedure

The decision on whether or not to allow flex-time for an employee shall be made by each Department Manager/Director based upon the operational needs of the department.

1. Requests for flex-time must be in writing, submitted to the Department Manager/Director, and be for a period of time not less than thirty (30) calendar days.
2. All requests and subsequent approvals or denials shall be forwarded to the Human Resources Department for filing in the employee's personnel file.
3. Program Requirements
  - (a) Employees must begin work between the hours of 4:00 a.m. and 9:00 a.m., with the workday starting on the half (1/2) hour or hour.

- (b) An employee's workday may be eight (8), nine (9) or ten (10) hours in length, plus a minimum thirty (30) minute lunch break.
- (c) No employee will be required to adjust his or her established workday to accommodate another employee's flex-time.
- (d) Office coverage must be maintained through the normal business hours of 8:00 a.m. through 5:00 p.m., Monday through Friday. Coverage must contain staff capable of transacting normal business and not merely telephone answering.
- (e) Departments that may occasionally require single coverage shall be exempt from the requirements of 3(d) above.

4. Employee Responsibilities

- (a) Employees are responsible for beginning and ending their workday in accordance with the agreed-upon flex-time schedule.
- (b) Employees found abusing the program will have their flex-time privileges revoked.

5. Alternate Work Schedules

An operational need will be identified when the DISTRICT needs to change an employee's alternate work schedule. Employees will be given the opportunity to address that operational need.

15.03 Alternative Workweek

A. Employee Request

1. Request For Alternative Workweek

The basic workweek and hours of work as defined under Section 15.02 may be changed, provided that all of the following procedures and approvals occur:

- (a) The employee makes a written request by completing the application for an alternative work schedule, 4/10/40 or 9/8/80, to his or her Department Manager/Director. The application is available through the Human Resources Department; and
- (b) The Department Manager/Director determines that the needs of the department will not be jeopardized should the request be granted; and
- (c) The Division EMT Member approves in writing said request.

## 2. Eligibility

Alternative work schedules are available to all employees, except:

- (a) An employee who has sole responsibility for a major project or significant function within his or her department;
- (b) Granting such alternative work schedule would result in a reduction of productivity or quality of work, or cause an excessive burden on other employees within the DISTRICT.

## 3. Definition

- (a) Workweek defined: Consistent with the Fair Labor Standards Act (FLSA), a workweek for a nonexempt employee is a fixed period of one hundred sixty-eight (168) hours—seven (7) consecutive twenty-four (24) hour periods (29 C.F.R. 778.105). The workweek may begin on any day of the week and at any hour of the day; it need not coincide with the calendar week.
- (b) 9/8/80 Workweek: The 9/8/80 alternative work schedule is one in which an employee is regularly scheduled to work a fixed eighty (80) hours in two (2) consecutive workweeks, fourteen (14) days by alternating between a work schedule of four (4) - nine (9) hour days plus one (1) eight (8) hour day and four (4) - nine (9) hour days plus one (1) day off.

The employee's workweek must be established so that it commences during a workday at such time so that no more than forty (40) hours of work are regularly scheduled during any seven (7) consecutive days.

- (c) 4/10/40 Workweek: The 4/10/40 alternative work schedule is one in which an employee is regularly scheduled to work a fixed forty (40) hours in one (1) workweek (seven (7) consecutive days). The employee regularly works four (4) ten (10) hour days with three (3) days off during the workweek (seven (7) consecutive days).

## 4. Compensation

- (a) A non-exempt employee who is authorized overtime shall be paid at the rate of time and one-half for all hours worked in excess of those regularly scheduled for the workday or forty (40) hours in one week.
- (b) A non-exempt or exempt employee who is absent will be compensated at not more than eight (8) hours of compensation per holiday or floating holiday, shall be paid on any single workday, including those workdays regularly scheduled to be over eight (8) hours in duration.

- (c) If a holiday or floating holiday is taken on an employee's regularly scheduled workday which is scheduled to be over eight (8) hours in duration, a non-exempt or exempt employee may at his or her discretion supplement any holiday pay with accrued vacation or CTO (non-exempt employee only) to make up the difference between eight (8) hours of holiday pay and the number of hours regularly scheduled to be worked on that day.
- (d) Sick leave and vacation accrual shall be on the basis of forty (40) hours per week and may be used for the full number of hours an employee is scheduled to work for that day.
- (e) An employee granted a 4/10/40 or 9/8/80 schedule is deemed to have waived the provisions regarding overtime for work in excess of eight (8) hours in a day and shall only be entitled to overtime in excess of his or her established workday (eight (8), nine (9) or ten (10) hours) or time over forty (40) hours in a workweek.
- (f) An employee's pay shall be reduced for each hour or partial hour of unauthorized absence up to the total number of hours regularly scheduled to be worked by the employee on the day of the absence, in accordance with the DISTRICT'S Policy. Accruals may be used to compensate for this loss of pay.

5. Program Requirements

- (a) An employee shall be compensated at one-half his or her monthly salary or wages per pay period, subject to reduction as provided in above. It is the responsibility of the employee to accurately record his or her hours worked on his or her timesheet. If the employee fails to accurately record his or her hours or is found to abuse the intent of the alternative work schedule, he or she shall be removed from the program and may be subject to disciplinary action.
- (b) Once the alternative work schedule has been granted and established for an employee, it shall remain fixed and can be changed by the employee only if the change is intended to be for a minimum period of six (6) months.
- (c) At the discretion of the Department Manager/Director, an employee on an alternative work schedule may be required to temporarily change his or her work schedule to cover for unanticipated employee absences, periodic or seasonal fluctuations in workload. It is recognized that this may occur without advance notice however, whenever possible, every attempt will be made by the Department Manager/Director to provide the employee with reasonable advance notice.

## 6. Employee Responsibility

- (a) The employee must establish an alternative work schedule and submit the written request to his or her Department Manager/Director and EMT Member for approval.
- (b) The employee must designate a thirty (30) or sixty (60) minute lunch period and maintain that schedule while on the alternative work schedule program.
- (c) The employee is responsible for trying to schedule personal appointments (e.g., doctor, dentist, etc.) on his or her regular day off to minimize disruption to his or her regular work schedule.
- (d) The employee is responsible for complying with the procedures of the alternative work schedule and shall begin and end his or her workday in accordance with the agreed-upon schedule authorized for him or her.
- (e) The non-exempt employee is responsible for the accurate record keeping of his or her time.
- (f) The employee shall be responsible for his or her duties and informing the supervisor of specific projects or activities that may need attention during his or her absence.
- (g) If the employee is unable to maintain productivity, good attendance, and quality work products, he or she may be removed from the alternative work schedule. An employee shall be given the opportunity to explain any deficiency and not be removed from his/her schedule arbitrarily.
- (h) If the employee voluntarily or involuntarily changes to a standard workweek and workday, he or she may after six (6) months reapply for the alternative work schedule.

## B. DISTRICT Initiated

- 1. The basic workweek and hours of work as defined under Sections 15.01 and 15.02 may be changed for a classification of employees if it is determined by the Department Manager/Director to be more efficient for the department's operation and instituted pursuant to law.
- 2. All provisions under Article 15 above shall apply to affected employees under this section except as noted below:
  - (a) Request For Alternative Workweek

It shall be at the sole discretion of the Department Manager/Director to implement an alternative workweek schedule for a classification of employees within his or her Department.

(b) Program Requirements

The Department Manager/Director shall establish and communicate the minimum duration of the alternative workweek schedule to the affected employees.

(c) Employee Responsibility

The Department Manager/Director shall establish the alternative workweek schedules including lunch periods. Employees within the affected classification shall select their workweek schedules as established by the Department.

15.04 Telecommuting

The DISTRICT provides a voluntary Telecommuting Program to employees as an alternative to working at their customary workspace.

The responsibilities, requirements, training, equipment and approval process is outlined in SRTD's Standard Operating Procedure. Telecommuting shall be provided pursuant to this SOP, and shall not be amended unless mutually agreed upon by AFSCME and RT.

15.05 Lunch Breaks

Lunch breaks are not considered "time worked" and shall not be included when calculating the workday. Actual timing and duration of the lunch break shall be determined by the Department Manager/Director, but in no instance shall it be less than thirty (30) minutes.

15.06 Rest Breaks

A rest break of fifteen (15) minutes shall be allowed as near the middle of the first four hours of work and the second four hours of work as is practicable. A rest break is considered to be "time worked" in calculating the workday.

ARTICLE 16 – HOLIDAYS OBSERVED

16.01 Holidays Observed

When a DISTRICT holiday falls on a weekend, either Friday or Monday will be observed as the holiday, or the day the State designates as a legal holiday. DISTRICT holidays observed annually are:

- New Year's Day
- Martin Luther King's Birthday

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Five “Floating” holidays
- Four Hours or ½ Day (Floating Holiday) For use either the last work day before or first work day after Thanksgiving Day, Christmas Day, or New Year’s Day.

16.02 Holiday Pay

- A. An employee must be in the active service of the DISTRICT on his or her last workday preceding and first workday following a paid holiday in order to receive holiday pay.
- B. For purposes of applying this language, active service is defined as time spent at work in a regular paid status as well as paid vacation, paid holidays, CTO and/or paid sick leave. Active service does not include any other hours paid for accrued benefits, except those specifically mentioned above.
- C. Pay for a holiday is computed at the employee’s regular hourly rate of pay.
- D. An employee scheduled to work on a paid holiday who is absent, will be compensated not more than 8 hours per holiday or Floating Holiday.
- E. If a holiday or Floating Holiday is taken on an employee’s regularly scheduled workday, which is scheduled to be over 8 hours in duration, the employee may, at his or her discretion, supplement the 8 hours of holiday pay with accrued vacation or CTO to make up the difference between 8 hours of holiday pay and the number of hours regularly scheduled to be worked on that day.
- F. Holidays Occurring During Vacation – In the event one of the above listed holidays occurs during an employee’s vacation, at the discretion of the Departmental Director, the employee may:
  - 1. Receive holiday pay, in addition to vacation pay, with no additional time off; or
  - 2. The vacation day may be rescheduled to a date mutually acceptable to the Departmental Director and the employee.



## 16.03 Floating Holidays

### A. New-Hire Employee Eligibility For Floating Holidays

An employee shall be eligible for 5 Floating Holidays if hired in the first 3 months (January through March) of the calendar year, 4 Floating Holidays if hired in the second 3 months of the calendar year (April through June), 3 Floating Holidays if hired in the third 3 months of the calendar year (July through September) and 2 Floating Holidays if hired in October or November of the calendar year. There shall be no floating holiday credit if hired in December.

### B. Thereafter Eligibility For Floating Holidays

If any floating holidays are carried over from the previous year, no more than a maximum of five floaters shall be available for use on January 1<sup>st</sup> of each year.

### C. Scheduling of Floating Holidays

The scheduling of Floating Holidays should be made at least 30 days in advance of use, if possible. Floating holidays must be taken in blocks of eight (8) hours (adjust subsequent letters accordingly). A supervisor may, however, limit the number of employees off on paid leave on any given day taken as a floating holiday.

While departments shall attempt to accommodate pre-selected floating holidays, if an employee promotes or transfers into a new department, he or she may have to adjust his or her floating holiday(s) around the needs of the department and/or holiday schedules of the existing employees.

### D. Employees Leaving The Employ Of The DISTRICT

Upon separation from employment, the cash value of unused floating holidays shall be paid to the employee.

### E. Use During Leave Of Absence

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

### F. Floating Holiday Buy-Out

An employee may request on the appropriate form from the Payroll Department, to be paid the cash value of some or all of his or her unused Floating Holidays. The calculation of the cash value will be made based upon the employee's wage rate in effect on the date the employee makes his or her written request for such payment. Floating Holidays may be used, sold back, or carried over into the next calendar year. At no time shall those carried over exceed the maximum of five allotted.

## G. Work On A Holiday

An employee will be paid overtime pay for work on a holiday as follows:

1. A non-exempt employee, as defined under the Fair Labor Standards Act, required to work on a holiday which falls on a regularly scheduled day off shall be compensated at 2 times the regular hourly rate of pay for all hours worked. Such pay shall be in addition to the regular holiday pay.
2. A non-exempt employee scheduled to work a holiday which falls on his or her regularly scheduled workday shall be compensated at 1-1/2 times his or her regular hourly rate of pay for all hours worked. Such pay shall be in addition to receiving regular holiday pay.
3. An exempt employee, as defined under the Fair Labor Standards Act, who is required to work on a paid fixed holiday, shall, in addition to receiving regular holiday pay, be given eight (8) hours off on an Alternative date for being required to work. By mutual agreement, the alternative day off may be scheduled within thirty (30) calendar days following the worked holiday.

## ARTICLE 17 – WAGES / SALARIES

- 17.01 Annual Salary Adjustment – Following the date of successful completion of a probationary period and occurring annually on that date during the term of this Agreement, employees shall receive a 5% increase in salary provided the increase does not exceed the maximum of the pay range for the job classification.
- 17.02 Pay Range Adjustment – Pay ranges will be reviewed annually in October, using the World at Work Index. If warranted, the pay ranges for covered job classifications will be adjusted effective January 1, 2014, January 1, 2015, January 1, 2016 and January 1, 2017.
- 17.03 The DISTRICT agrees to provide the UNION with all salary survey information and supporting documentation from the salary survey that is intended to be used by the DISTRICT as supporting salary information during bargaining. This information will be provided at the time negotiations for a successor Agreement begin. Each month of delay the survey information is not provided will add an extension of the application of the World at Work for one additional month into the next contract term.
- 17.04 Pay Overage or Shortage
- A. Pay Shortages – If an employee incurs a shortage of one hundred dollars (\$100.00) or less, the amount will be included in his or her next regular paycheck. If an employee incurs a shortage in excess of one hundred

dollars (\$100.00), the amount shorted will be paid within three working days upon verification of the shortage.

**B. Pay Overages**

1. If an employee receives an overpayment of one hundred dollars (\$100.00) or less, the overpayment amount will be collected in his or her next regular paycheck. If an employee receives an overpayment in excess of one hundred dollars (\$100.00), the overpayment will be collected from his or her regular paycheck in an amount not to exceed one hundred dollars (\$100.00) each payday until the overpayment is fully repaid.
2. If an employee receives an overpayment by the DISTRICT in excess of five hundred dollars (\$500.00), the overpayment amount will be collected at a rate of one hundred dollars (\$100.00) per pay period or ten percent (10%) of the original overpayment amount, whichever is less.

**17.05 Salary Increase Upon Promotion**

- A. A promotion is defined as movement of an employee from a job classification to another job classification with a higher salary range. (Acting appointments are not considered promotions.)
- B. Upon promotion, an employee's monthly salary shall be adjusted to either:
  1. The minimum monthly salary of the salary range of the classification to which the employee has been promoted; or
  2. A salary that is 5% greater than the employees' current monthly salary not to exceed the maximum salary range for the new classification.

**17.06 Post Probationary Salary Increase**

Upon successful completion of the probationary period, he or she shall receive an additional five percent (5%) increase provided the new compensation level does not exceed the maximum of the adopted pay range.

**17.07 Salary Adjustment Upon Acting Appointment**

Acting appointments may be used to fill budgeted positions as follows. Such appointments shall not normally exceed ninety (90) calendar days and must be approved in writing by the Chief Administrative Officer (CAO). Acting appointments greater than ninety (90) days require the written approval of the General Manager/CEO.

When an acting appointment exceeds thirty (30) days or is reasonably expected to exceed thirty (30) days, the employee's salary shall be adjusted as follows:

- A. An employee in an acting appointment, shall have his/her compensation adjusted upward by five percent (5%) or to the minimum of the appointed classification salary range, whichever is greater, effective on the date of the appointment.
- B. An employee in an acting appointment, filling a position in a lower salary range, shall have no change in compensation.
- C. An employee in an acting appointment shall serve no probationary period and shall not be entitled to a post-probationary increase.
- D. If, during the period of the acting appointment, the employee's anniversary date occurs, he/she will be subject to the applicable increase provided herein elsewhere.
- E. An acting appointee, who subsequently becomes the regular incumbent, shall have time served in the position credited toward the probationary period.
- F. An employee in an acting appointment exceeding 90 calendar days, who subsequently becomes the regular incumbent, shall receive a 5% salary increase.
- G. For incumbents who have been temporarily reclassified and/or acting appointments of less than ninety (90) days, the salary paid during an acting appointment shall not be considered when calculating salary increases due to promotion or performance evaluations.
- H. Upon the conclusion of an acting assignment, the employee will be returned to his or her prior job classification and compensated at the rate adjusted for interim salary rate increases incurred during the acting appointment, not to exceed the maximum of the salary range.

17.08 Reclassification

- A. For purposes of applying this provision, a "reclassification" shall be defined as a change in job classification resulting from a classification/job study. The request for a classification study may be initiated either by the DISTRICT or by an employee and will be conducted in accordance with HR-SOP-03-022.
- B. An employee placed into a higher pay grade as a result of a classification/salary study (reclassification) shall not be considered as "promoted" however, he or she will receive a 5% increase in salary retroactive to the date established by the classification study as the date on which work of the higher classification commenced.
- C. If there is an unreasonable delay in completing the classification study on the part of the employee, the salary adjustment will be effective the day after the date the classification study request was approved. If the delay

is on the part of the DISTRICT, the salary adjustment will be the day after the completed classification study request was received (time stamped) by the Human Resources Department.

17.09 Red Circled Rate

A “Red Circled” rate is a pay rate that is above the adopted maximum of the employee’s current pay range. When an employee’s pay rate is red circled, he or she shall not be eligible to receive a salary increase until such time as the pay range for the employee’s classification exceeds the employee’s salary level.

17.10 Salary Adjustment Upon Voluntary Demotion

A voluntary demotion shall be defined as an employee’s election to move into a classification in a lower pay grade. The employee’s salary shall remain the same provided the current compensation level does not exceed the maximum of the new pay range.

17.11 Salary Adjustment Upon Involuntary Demotion

Involuntary demotion shall be defined as movement into a classification in a lower pay grade for a reason other than the employee’s voluntary election.

A. Involuntary Demotion for a Disciplinary Reason

1. The employee’s salary shall be decreased by five percent (5%) not to exceed the maximum of the range for the classification into which the employee is demoted.
2. An employee who is involuntarily demoted shall have his or her annual salary increase anniversary date adjusted to the effective date of the demotion. Thereafter, his or her annual salary increase will be effective on the new anniversary date.

B. Involuntary Demotion – All Other Reasons

1. Employee’s salary shall be “Red Circled” in the case that organizational change causes involuntary demotion.
2. Employees who are involuntarily demoted due to a reason other than for discipline, shall maintain their current salary level (red circled if necessary) and be entitled to annual increases, provided that such increases do not put the employee over the maximum of their new salary range.

17.12 Temporary Upgrade

A non-exempt employee who is assigned the duties of a higher job classification by a supervisor or above, for a period exceeding 4 hours, shall be entitled to a 5% increase in compensation for all hours worked in this

status. However, in no case will the increase in compensation exceed the maximum of the pay grade of the higher classification.

17.13 Temporary Assignment

An exempt employee who is assigned by the Department Head or designee to perform duties beyond the scope of the employee's current job classification for a period of 1 workday or more shall receive a 5% increase in his or her salary rate for all time worked in this status. However, in no case shall the increase in compensation exceed the maximum of the pay grade of the higher classification.

ARTICLE 18 – OVERTIME COMPENSATION

18.01 Employment Status For Overtime Compensation

A. Exempt Employee

An exempt employee is one whose duties, responsibilities and pay rate exempt the individual from required overtime payments pursuant to the provisions of the Fair Labor Standards Act.

B. Non-Exempt Employee

A non-exempt employee is one whose duties, responsibilities and pay rate require the payment of overtime in accordance with the provisions of the Fair Labor Standards Act.

18.02 Overtime Compensation

A. Generally

1. Non-exempt employees shall be compensated for all authorized hours worked in excess of eight (8), nine (9) or ten (10) hours in any one day, or forty (40) hours in any one (1) seven (7) consecutive day workweek, at the rate of time and one-half (1-1/2) their regular rate of pay calculated on an hourly basis.
2. Hours paid for but not worked, due to scheduled vacation, holidays, scheduled floating holidays, military leave, jury duty leave, paid sick leave, emergency leave and bereavement leave, shall be counted as time worked for purposes of computing eligibility for overtime payments for hours worked in excess of forty (40) hours in one week.
3. An employee will receive pay at time and one-half their straight time hourly rate for all hours worked over their as scheduled workday and work week.
4. A non-exempt employee required to attend a meeting on a regularly scheduled workday off or outside his or her regular hours on a

scheduled workday is paid a minimum of 2 hours, or for the actual number of hours attended, whichever is greater, at the applicable overtime hourly rate. An employee who shows up for a meeting that has been canceled without prior notification shall be paid two (2) hours at his or her straight time hourly rate.

### 18.03 Compensatory Time-Off

An employee may elect, on a pay period by pay period basis, to accumulate CTO for all hours worked in excess of eight (8), nine (9), or ten (10) hours per day, depending on the standard 40 hour work week or alternative work week, as applicable, at the rate of time and one-half for each hour of overtime worked. At such time as the 40-hour maximum CTO limit has been banked, the employee shall be paid for all successive overtime hours worked.

#### A. Generally

Unless specified otherwise by separate written Agreement between RT and an employee, non-exempt employees may accumulate a maximum of forty (40) hours of compensatory time off, subject to approval of his or her Manager/Director. If approved, an employee may elect, on a pay period by pay period basis, to accumulate CTO for all hours worked in excess of eight (8) in one day, or forty (40) hours in a workweek, at the rate of one hour and a half for each hour of overtime worked. At such time as the forty (40) hour maximum CTO limit has been banked, the employee shall be paid for all successive overtime hours worked.

#### B. Compounding Of Overtime/CTO Hours

Compounding of overtime hours and/or compensatory time off hours shall not be permitted.

### 18.04 Incidental Time-Off (Exempt Employees)

#### A. Eligibility

Those employees falling within the Administrative, Professional or Executive Exemptions under the Fair Labor Standards Act (FLSA) (exempt employee) who routinely work in excess of forty (40) hours during their normal workweeks shall qualify for incidental time off. The following employees shall not be eligible for incidental time off: 1) non-exempt employees as defined under the FLSA; and 2) exempt employees who do not routinely work in excess of forty (40) hours.

#### B. Department Manager/Director Decision And Benefit

1. At the sole discretion of an employee's Department Manager/Director, an exempt employee who routinely works over forty (40) hours during a workweek may be allowed to take a maximum of four (4) hours paid time off during a workday.

2. An eligible employee working less than four (4) hours on his or her regularly scheduled workday shall not be eligible for incidental time off on that day. Such employee shall account for his or her time off in accordance with the applicable provision.

## ARTICLE 19 – PAYCHECKS AND DEDUCTIONS

- 19.01 The DISTRICT agrees to issue paychecks on the 10<sup>th</sup> and 25<sup>th</sup> day of each month except when such dates fall on a Saturday, Sunday or holiday, when paychecks will be issued on the preceding workday.
- 19.02 Check stubs shall indicate itemized deductions.
- 19.03 Payroll deductions will be made as billed. If billed once per month, they will be deducted from 1 payday per month. If billed twice a month, they will be deducted from 2 paydays per month. The DISTRICT will not subdivide any billings, but will distribute various deductions to each of the 2 paydays per month so as to equalize as nearly as possible the total deductions for the 2 paydays each month.
- 19.04 Pay dates may be changed by mutual agreement.
- 19.05 Employees, at their option, may have automatic payroll deposit.
- 19.06 Wage rate changes shall take place immediately.

## ARTICLE 20 – TRANSIT PASS

- 20.01 Upon employment, an employee will receive a Transit Pass for himself and dependent(s) within 15 days following receipt of the required application form, pursuant to the Transit Pass Guidelines. The Transit Pass is honored for transportation on DISTRICT buses and light rail vehicles during all hours of operation subject to the conditions herein.
- 20.02 Dependent Eligibility
  - A. Spouse: An employee's spouse shall receive a Transit Pass, which shall be honored under the same conditions as employees.
  - B. Children: An employee's dependent children shall receive a Transit Pass to the age of 18 years or up to 24 years if attending an institution of higher education located within the service boundaries of the DISTRICT. For purposes of interpreting this provision, "dependent children" shall also include children over whom the employee has been designated the legal guardian and who are living with the employee and dependent upon his or her household for support.
  - C. Disabled dependent children: Dependent children who are disabled shall be eligible for a Transit Pass, regardless of age, for as long as the



employee remains employed by the DISTRICT.

20.03 Transit Pass Replacement

After the initial issuance of a Transit Pass to any eligible individual, employee or dependent, the employee shall pay the DISTRICT'S fee for replacements.

20.04 Forfeiture of the Transit Pass

A. Abuse: Transit Passes are for the exclusive use of the individuals to whom they are issued and are non-transferable. Abuse of the Transit Pass privilege will result in the pass being revoked.

B. Separation from Employment: An employee leaving the employment of the DISTRICT for any reason other than retirement is required to turn in all Transit Passes issued to him/her and members of the family.

20.05 Retirees

A. All employees who retire from the DISTRICT and their spouses shall receive a Transit Pass for the rest of their lives.

B. Dependent children of a retired employee may continue to receive the benefit of a Transit Pass pursuant to the terms of Section 20.02B, above. Disabled dependent children of a retiree shall receive the benefit of a Transit Pass for the rest of their lives.

ARTICLE 21 – SICK LEAVE

21.01 The purpose of a sick leave benefit is to protect the employee from loss of pay during short-term absences due to illness.

A. Definition

An employee shall be entitled to sick leave benefits if the employee is unable to report for or perform his or her duties because of personal illness, doctor or dental appointments, including those for dependents when necessary, injury or confinement for medical treatment which is not specifically mentioned in this Article.

B. Eligibility

An employee may use his or her accrued sick leave following its being credited to his or her sick leave account. There is no waiting period before one may use his or her accumulated sick leave hours.

## C. Sick Leave Accrual

### 1. Active Service

"Active service" is defined as time spent at work in a regular paid status as well as paid vacation, paid holidays, CTO and/or paid sick leave. Active employment does not include any other hours paid for accrued benefits except those specifically mentioned above.

### 2. Monthly Accrual

An employee must be in the active service of the DISTRICT, as defined above, at least eighty-eight (88) hours in any one (1) calendar month to receive eight (8) hours of sick leave credit for that month.

### 3. Maximum Accumulation

An employee may earn a yearly maximum accrual of ninety-six (96) hours (12 days) of sick leave as defined above. There shall be no maximum on the number of hours an employee can accumulate from year to year.

## D. Use During Leaves Of Absence

An employee may use accumulated sick leave as compensation when off work in accordance with the provisions of this Article, Articles 25, 27 and 28 and any other provision in this Agreement.

## E. Physician's Release

For an absence of three (3) or more workdays, a physician's statement verifying the illness may be required by a supervisor before sick leave pay for the absence is granted.

## F. Sick Leave To Deferred Compensation Or Cash Payment

For employees with a DISTRICT hire date on or before December 31, 2014, the following shall apply.

1. Subject to the cash distribution limitations and eligibility requirements set out below, an employee may have the cash value of his or her accumulated sick leave paid to him or her or have it transferred to his or her deferred compensation account. The employee may choose to receive the cash value of his or her accumulated sick leave solely in pay, solely in transfer to his or her deferred compensation account, or a combination of the two, not to exceed the total cash value of the accumulated sick leave.

2. As of November 30 of each year, an employee who has accrued in excess of four hundred eighty (480) hours of sick leave will be notified by the HR Department the following January that he or she is eligible to convert one hundred percent (100%) of that excess to its cash value.
3. By January 15 of each year, the Human Resources Department will notify each employee in writing about his or her eligibility to receive the cash value of his or her excess sick leave. Upon receiving notice, eligible employees will have until the end of February in which to notify the Payroll Department in writing of the number of hours (up to the limit expressed above), if any, he or she desires to convert. In order to participate in the sell back to Deferred Compensation Program (DCP), the employee must be enrolled in the DCP by the end of February of the year in which participation is intended.
4. The Conversion Authorization Forms will be processed on the March 25<sup>th</sup> paycheck and the cash value of the hours will be paid to the employee separately from the regular payroll or deposited in the employee's Deferred Compensation Account as was directed in writing by the employee.
5. It is the responsibility of the employee to establish an account with the DISTRICT'S Deferred Compensation Provider and monitor his or her affairs with respect to account balances, taxability and annual deposit limitations. Nothing in this section shall be construed to authorize contributions to deferred compensation that would not otherwise be permitted under the Sacramento Regional Transit DISTRICT Deferred Compensation Plan, as amended, or the Internal Revenue Code Rules and Regulations.
6. Sick leave hours will be converted to cash value based upon the employee's hourly rate in effect immediately preceding the payment date.

G. Sick Leave Sellback at Retirement

1. For employees with a DISTRICT hire date on or before December 31, 2014, the following shall apply:

An employee may choose to receive the cash value of the unused sick leave in either, Option 1, Option 2 or a combination of Option 1 and Option 2. The cash value of the options, individually or combined, shall not exceed the total cash value of the sick leave cashed out.

- Option 1:
  - a. If an employee has been employed by the DISTRICT for ten (10) through fourteen (14) years and retires from employment pursuant to the provisions of the DISTRICT'S Retirement Plan, he or she shall be eligible to sell back a maximum of forty percent

(40%) of all his or her accumulated sick leave on record at the date leaving active service for retirement.

- b. An employee retiring under the RT Salaried Employees Retirement Plan, who has fifteen (15) years of service or more, may sell back up to four hundred eighty (480) hours or seventy-five percent (75%) of his/her accumulated sick leave, whichever is greater, upon separating from employment for retirement.
- c. If an employee is retiring from the DISTRICT after ten (10) through fourteen (14) years of service and retires under the Disability Retirement provisions of the DISTRICT'S Retirement Plan as a result of sustaining an industrial illness or injury during the course of his or her employment, the employee shall be eligible to sell back fifty percent (50%) of his or her accumulated sick leave on record at the time of leaving active service with the DISTRICT.
- d. An employee retiring under the Disability provisions of the DISTRICT'S Retirement Plan who has fifteen (15) years of service or more, may sell back up to four hundred eighty (480) hours or seventy-five percent (75%) of his/her accumulated sick leave, whichever is greater, upon separating from employment for retirement.
- e. If an employee of the DISTRICT leaves employment for any reason except termination for cause, and does not fall under the provisions of G. (1) a, b, c, or d above, he or she is eligible to sell back thirty-three and one-third percent (33-1/3%) of his or her accumulated sick leave on record at the time of leaving active service.

- Option 2:

- a. An employee leaving active employment of the DISTRICT and retires pursuant to the provisions of the DISTRICT'S Retirement Plan may elect to have the value of unused sick leave put into an account for the purpose of funding medical insurance premium costs during retirement. At the time such funds are exhausted, medical insurance costs will be deducted from the retiree's monthly retirement check.
- b. The value of the unused sick leave shall be included as compensation for the purpose of determining an employee's retirement allowance, pursuant to Article 21.01, G (1) of this MOU.

- 2. For employees with a DISTRICT hire date on or after January 1, 2015, the following shall apply:

An employee may choose to receive the cash value of the unused sick

leave in either, Option 1, Option 2, or a combination of Option 1 and Option 2. The cash value of the options, individually or combined, shall not exceed the total cash value of the sick leave cashed out.

- Option 1:
  - a. An employee with less than 10 completed years of employment with the DISTRICT is ineligible to cash out his or her accrued sick leave balance at the time of retirement.
  - b. An employee that has been employed by the DISTRICT for ten (10) through fourteen (14) years and retires from employment pursuant to the provisions of the DISTRICT'S Retirement Plan, shall be eligible to sell back a maximum of forty percent (40%) of all his or her accumulated sick leave on record at the date leaving active service for retirement.
    - i. A maximum of 50% of the value of the cashed out sick leave may be included in the calculation toward final compensation for retirement purposes.
  - c. An employee retiring from employment pursuant to the provisions of the DISTRICT'S Retirement Plan, who has in excess of fourteen (14) or more years of service, shall be eligible to sell back a maximum of four hundred and eighty (480) hours of all his or her accumulated sick leave on record at the date leaving active service for retirement.
    - i. An employee retiring within fifteen (15) to nineteen (19) years of service may have a maximum of sixty-seven percent (67%) of the value of the cashed out sick leave included in the calculation toward final compensation for retirement purposes.
    - ii. An employee retiring with twenty (20) or more years of service may have a maximum of eighty-five percent (85%) of the value of the cashed out sick leave included in the calculation toward final compensation for retirement purposes.
  - d. If an employee is retiring from the DISTRICT with ten (10) through fourteen (14) years of service and retires under the Disability Retirement provisions of the DISTRICT'S Retirement Plan as a result of sustaining an industrial illness or injury during the course of his or her employment, the employee shall be eligible to sell back fifty percent (50%) of his or her accumulated sick leave on record at the time of leaving active service with the DISTRICT.
    - i. A maximum of 50% of the value of the cashed out sick leave may be included in the calculation toward final compensation for retirement purposes.

- e. An employee retiring under the Disability Retirement provisions of the DISTRICT'S Retirement Plan who has in excess of fourteen (14) years of service, may sell back up to four hundred eighty (480) hours of his or her accumulated sick leave, upon separating from employment for retirement.
  - i. An employee retiring within fifteen (15) to nineteen (19) years of service may have a maximum of sixty-seven percent (67%) of the value of the cashed out sick leave included in the calculation toward final compensation for retirement purposes.
  - ii. An employee retiring with twenty (20) or more years of service may have a maximum of eighty-five percent (85%) of the value of the cashed out sick leave included in the calculation toward final compensation for retirement purposes.
- f. If an employee with ten (10) years of completed service with the DISTRICT leaves employment for any reason except termination for cause, and does not fall under the provisions of G (2), b, c, d, or e above, he or she is eligible to sell back thirty-three and one-third percent (33-1/3%) of his or her accumulated sick leave on record at the time of leaving active service.
- Option 2:
  - a. An employee leaving active employment of the DISTRICT and retires pursuant to the provisions of the DISTRICT'S Retirement Plan may elect to have the value of unused sick leave put into an account for the purpose of funding medical insurance premium costs during retirement. At the time such funds are exhausted, medical insurance costs will be deducted from the retiree's monthly retirement check.
  - b. The value of the unused sick leave shall be included as compensation for the purpose of determining an employee's retirement allowance, pursuant to Article 21, G (2) of this MOU.

#### H. Integration With Workers' Compensation Or State Disability Insurance

An employee off work due to a compensated industrial accident or illness may use his or her accumulated sick leave to cover the statutory waiting period before Workers' Compensation or State Disability (SDI) benefits begin. Sick leave shall be used at the rate of his or her regular hours per day. Once Workers' Compensation/ SDI benefits commence, an employee may integrate the use of his or her sick leave with the benefit payments. When using sick leave in conjunction with Workers' Compensation/SDI benefits, the total daily integrated compensation amount shall not exceed the individual's normal daily gross pay for eight (8), nine (9) or ten (10) hours of work.

## ARTICLE 22 – VOLUNTARY SUPPLEMENTAL SICK LEAVE ACCOUNT

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

### 22.02 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 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 type of illness or injury and situation, which would qualify the employee for use of the catastrophic leave program.

22.03 Eligibility – All 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 40 hours after making such a donation.

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

### 22.05 Definitions

A. 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 hours of paid leave to each Supplemental Sick Leave Account.

B. Immediate Family Members: Immediate Family Member shall be the employee's spouse, a certified domestic partner, father, mother, son, daughter, stepson, stepdaughter, mother-in-law, father-in-law, or a dependent as defined by the employee's health care provider.

C. Paid Leave: Paid leave means an employee's accrued Sick Leave, accrued Vacation, and accrued Floating Holidays.

- D. 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.

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

- A. An employee or immediate family member of the employee is terminally ill, as diagnosed by a licensed physician and the prognosis is for a continued life span of 12 months or less, including time spent at death of the terminally ill person; or
- B. An employee or immediate family member of the employee has been involved in a life threatening or other catastrophic occurrence, which requires immediate care by the recipient; and
- C. A Supplemental Sick Leave Account shall be limited to no more than two (2) accounts during a rolling twelve (12) month period.
- D. 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
- E. A Supplemental Sick Leave Account may not be disbursed to an employee unless the employee has 10 days (80 hours) or less of accrued Vacation and Sick Leave combined.

22.07 Establishment Of Supplemental Sick Leave Account

- A. An employee desiring to establish a Supplemental Sick Leave Account (or a Department Manager/Director acting on behalf of a qualified employee) must contact his or her department office or Human Resources and obtain a Request Form. The form must be completed in detail and submitted to the Department Manager/Director for review and forwarded to Human Resources for review and approval by the Director, Human Resources.
- B. Once a request has been approved, the Human Resources Department will notify other departments that a request has been approved and that a notice to employees is to be posted. The notice shall alert employees who wish to donate accrued time that they must fill out a Donation Form and return it to Human Resources within 30 calendar days of the establishment of the Supplemental Sick Leave Account.
- C. The Donation Form used by Human Resources shall contain a declaration by the donor to the effect that the donation is to remain anonymous unless the donor grants permission to reveal his or her name to the recipient.
- D. Human Resources shall notify the Payroll Department of the recipient's name and the paid leave transfers that have been authorized.



- E. Once all donated hours have been verified, each employee's accrual account balance will be reduced, and all hours donated will be credited toward the recipient's account. Sick leave or vacation hours may be donated in any number up to the maximum, but floating holidays may only be donated in blocks of eight (8) hours.
- F. Donations will be credited to the recipient's sick leave account on the basis of "first in, first used." If the total hours donated exceeds the 480 hour maximum, the remaining donations will not be deducted from the donor's account.
- G. A donation may only be made one time per occurrence in which a Supplemental Sick Leave Account has been established.

ARTICLE 23 – PAID VACATION

23.01 Vacation Eligibility

A. Full-Time Employees Hired Prior To October 26, 1981

A full-time employee of the DISTRICT hired prior to October 26, 1981, is eligible for paid vacation, based upon his or her completed years of service with the DISTRICT, in accordance with the following schedule:

<u>Employment</u>	<u>Hours</u>	<u>Vacation Pay</u>
30 and Over	280 hours	7 weeks

23.02 Employee Hired On Or After October 26, 1981

An employee hired on or after October 26, 1981, is eligible for paid Vacation based upon his or her completed years of service with the DISTRICT, in accordance with the following schedule:

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

An employee's first-year Vacation Eligibility shall be prorated based upon

one-twelfth (1/12) of the full year's Vacation entitlement for each completed month of active service as defined in Section 5, below.

23.03 Proration – If an employee terminates employment before the end of a calendar year, Vacation Eligibility shall be prorated based upon one-twelfth (1/12) of a full year's entitlement for each completed month of active service.

23.04 Vacation Pay

A. Vacation pay will be based upon an employee's regular rate of pay at the time the vacation is taken.

B. If an employee severs employment with the DISTRICT for any reason, he or she will receive payment for all accrued vacation with his or her separation pay.

23.05 Vacation Accrual

A. Active Service – For the purpose of applying this language, "active service" is defined as time spent at work in a regular paid status as well as paid Vacation, paid Holidays, CTO, and/or paid Sick Leave. An employee, who has worked for the DISTRICT in a part-time capacity, including part-time work covered by a Collective Bargaining Agreement, shall have such time counted as "active service." "Active service" does not include any other hours paid for accrued benefits except those specifically mentioned above.

B. Monthly Accrual – An employee must be in the "active service" of the DISTRICT, as defined above, at least 88 hours or more in any 1 calendar month to receive a vacation credit for that month.

C. Maximum Accumulation – The maximum accrual of Vacation shall not exceed that which can be earned by an employee in 3 years.

23.06 Vacation Sellback

A. Sell Back for Cash – Once annually, an employee may request in writing to Payroll to be paid the cash value of his or her accrued Vacation in excess of 80 hours, to a maximum of 80 hours. The employee shall be paid for his or her excess accrued Vacation hours based upon the hourly rate of the employee in effect on the date of the employee's written request for such payment.

B. Sell Back 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 in effect on November 30<sup>th</sup> of the year preceding the payment date. 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. Sell Back under this provision is for the express

purpose of depositing into the employee's Deferred Compensation Account. In order to participate in this program, the employee must be enrolled in the DISTRICT'S sponsored Deferred Compensation Program by the end of February of the year in which participation is intended.

#### 23.07 Vacation Sell Back at Retirement

- A. Employees leaving the employment of the DISTRICT for any reason will receive the value of their accrued but unused vacation hours at the time of separation which may be taken as part of their separation pay or deposited in their Deferred Compensation Account.
- B. Employees with a DISTRICT hire date on or before December 31, 2014, may have the cash value of accrued but unused vacation hours included as income for the purposes of determining the employee's final compensation for retirement.
- C. Employees with a DISTRICT hire date on or after January 1, 2015, may have the cash value of the accrued but unused vacation hours included as income for the purposes of determining a retirement benefit based upon his or her length of employment prior to retirement, as follows:
  - 1. Employees with less than 10 years of completed service will have no amount of the value of accrued but unused vacation hours included as income for determining a retirement benefit.
  - 2. Employees with 10 through 14 years of completed service will have 50% of the value of accrued but unused vacation hours included as income for determining a retirement benefit.
  - 3. Employees with 15 through 19 years of completed service will have 67% of the value of accrued but unused vacation hours included as income for determining a retirement benefit.
  - 4. Employees with 20 or more years of completed service will have 85% of the value of accrued but unused vacation hours included as income for determining a retirement benefit.

#### 23.08 Vacation Utilization

- A. Vacation or Floating Holiday(s) may be used for absences not covered by other approved leaves of absence.
- B. An employee may use accrued Vacation after 6 continuous months of employment.

#### 23.09 Vacation Scheduling

- A. The method used to select vacations is left up to the individual departments, the selection procedure should be one that accommodates the majority of employees while still allowing the department to function.

- B. While departments shall attempt to accommodate pre-selected vacation schedules, the employee moving into a new department may be required to adjust his or her vacation schedule around the needs of the department and the vacation schedules of the existing employees.

#### ARTICLE 24 – PERSONAL LEAVE OF ABSENCE

- 24.01 An employee may be granted leave on a case-by-case basis for other personal reasons not mentioned specifically herein. Requests for such leave shall be reviewed by the DISTRICT for compelling and personal reasons and to determine whether or not granting said leave will impair the operational needs of the Department.
- 24.02 Leaves granted under this Article shall not exceed 30 calendar days.
- 24.03 In order for the DISTRICT to consider a request and make scheduling adjustments, a written request specifying the reason(s) for the leave and the duration must be submitted to the Department Director as far in advance as possible. In any event, at least five (5) days is required unless the nature of the circumstance would reasonably dictate otherwise.
- 24.04 A request for leave of absence will be either granted or denied in writing by the Department Director. If approved, leave requests granted will specify the specific terms of the leave and date the employee is expected to return to work. All requests and responses are to be forwarded to the Human Resources Department for filing in the employee's personnel file.
- 24.05 An employee may request an extension of a leave of absence through the Department Director. The DISTRICT reserves the right to approve or deny such request at its discretion. Extensions shall be made in writing and forwarded to the Human Resources Department for filing in the employee's personnel file.

#### ARTICLE 25 – BEREAVEMENT LEAVE

- 25.01 An employee may take a leave of absence of up to 5 work days to attend to matters relating to the death of a family member. The 5 work days need not be consecutive and may be taken over a 15 calendar day period provided that the time is taken in no more than 2 blocks of time, i.e., 1 day and 4 days, 2 days and 3 days. For purposes of this provision, family members shall be: the employee's spouse, a certified domestic partner, father, mother, son, daughter, brother, sister, brother-in-law, sister-in-law, grandmother and grandfather, current mother-in-law and father-in-law, stepson, stepdaughter, and grandchildren.
- 25.02 Should a question of family relationship arise, the employee may be required to submit proof of relationship.
- 25.03 The 5 work days may be extended by an additional 5 work days with approval of the Department Director. In any case, no more than 5 additional days may

be granted.

- 25.04 Employees may use accumulated paid sick leave to compensate for the approved time away from work. In the event of no paid sick leave, accumulated vacation, CTO or available floating holidays may be used.
- 25.05 Employees receiving or attempting to receive compensation or using approved bereavement leave for a purpose other than which it was granted will be subject to disciplinary action up to and including termination from employment, if appropriate.

#### ARTICLE 26 – JURY DUTY LEAVE

- 26.01 An employee required to perform jury duty, including Grand Jury duty, will be entitled to reimbursement at her/his straight-time hourly rate of pay for the working hours lost as a result of serving on the jury, provided, that such reimbursement shall not exceed eight (8), nine (9), or ten (10) hours per day or 40 hours per week, less pay received for jury duty. The employee may be required to furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received.
- 26.02 The employee shall report to work if his or her jury service ends on any day in time to permit him or her at least four (4) hours of work in that workday.
- 26.03 The above provisions apply to the employee on days he or she is required to report for jury duty, even if not selected to serve as a jury member.
- 26.04 If an employee's regular days off are neither Saturday nor Sunday, and he or she reports in person for jury duty, the employee shall work a revised work week with regular work days of Monday through Friday. The revised work week shall begin after the first work week of jury duty during which the employee has missed both of his or her regular days off and shall continue until the last week of such jury duty. RT shall compensate the employee based on the revised schedule.
- 26.05 An employee attempting to misrepresent or misrepresenting any reason for a leave shall not be compensated for the leave. They shall also be subject to discipline, up to and including termination.

#### ARTICLE 27 – MISCELLANEOUS LEAVES OF ABSENCE

- 27.01 Subpoenaed Witness – 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 released from duty, with applicable straight time pay for the duration necessary to comply with the subpoena. Time off work shall be verified for pay purposes by providing the Department Director with a copy of the subpoena and documentation from the court of court attendance.

27.02 Military Leave

- A. An employee providing the DISTRICT notice that he or she is voluntarily or involuntary leaving employment to undertake uniformed services or other services deemed to be in the uniformed services (i.e., services as a disaster-response appointee upon activation of the National Disaster Medical System) is entitled to a leave of absence (for a cumulative period not to exceed 5 years, with specified exceptions), reemployment, employment benefits, and protection against discrimination and/or retaliation on account of such uniformed service, as provided under the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) (49 U.S.C. Sections 4301 – 4334), in addition to any other rights afforded under applicable Federal or State law.
- B. Military Reserve and National Guard Service – 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.
- C. 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.
- D. Paid Leave – An employee receiving compensation for paid leave for military service or training and using the leave for purposes not authorized by applicable Federal or State law will be subject to disciplinary action.

27.03 Emergency Leave – An employee may be granted Emergency Leave for up to 5 days to attend to circumstances beyond his or her control such as, but not limited to, funerals for other than family members or other personal reasons. The duration of the leave may be extended by the DISTRICT based on staffing needs and a showing of good cause by the employee. Time off for Emergency Leave may be compensated by using the employee's accumulated sick leave, CTO, floating holidays and vacation, in that order.

27.04 UNION Leave

- A. An employee's election as an officer, or member of the Executive Board of the UNION, or appointed to act on UNION business shall be considered good and sufficient reason for a leave of absence. Notice of the need for leave shall be provided to the DISTRICT as far in advance as practicable to provide for adequate work coverage.
- B. An employee elected or appointed to a full-time position with the UNION (an employee of the UNION) shall be granted a leave of absence for the duration of his or her term of office, which may be extended upon official written request. During such leave of absence, an employee's

classification seniority shall continue to accrue and upon return from such leave of absence, he or she shall be reinstated into his or her former classification in accordance with his or her seniority position, at the then current rate of pay. A returning employee will begin accruing sick leave as a new-hire and vacation time at the rate consistent with his or her years of service as determined by his or her continuous seniority level.

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

- A. If an employee is injured or becomes ill and will be off work in excess of 3 working days, a medical leave of absence may be granted as long as a doctor confirms an employee's inability to perform his or her regular work duties. When on such leave, the employee must report the status of his or her condition to the DISTRICT every 10 working days unless other reporting arrangements have been made.
- B. If an employee is off work due to a medical leave and does not present a valid medical release to active work within 18 months, he or she shall be subject to termination from employment.
- C. If an employee is off work due to a medical leave and presents a valid medical release for full active duty within 18 months, he or she shall be returned to his or her position or, if unavailable, to one of similar status and pay, as if he or she had not been absent. If the employee is released to work and then returns to sick leave within 15 calendar days, he or she will continue to accumulate time against the original 18 months maximum leave of absence limit. However, if the employee presents medical documentation showing that subsequent time off was due to an illness or injury unrelated to the basis for the original leave, a new 18 months period will be granted.
- D. The employee must notify the Human Resources Department immediately upon receipt of a valid medical release for duty and must be available to return to work as assigned by the next regularly scheduled workday.
- E. Time off for Long Term Medical Leave may be compensated by using the employee's accumulated sick leave, CTO, floating holidays and vacation, in that order.

#### 27.06 Pregnancy Disability Leave

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

27.07 Family and Medical Care Leave (FMLA/CFRA)

- A. An employee having worked at least 1250 hours in the previous 12 months may be eligible for a leave of absence for up to 12 weeks within 12 consecutive months, for the following reasons:
  - 1. The birth of a child of the employee; the placement of a child with the employee in connection with the adoption or foster care placement of the child; or
  - 2. To care for the employee's child, parent or a spouse who has a serious health condition; or
  - 3. To care for the employee's own serious health condition, which renders him or her unable to perform any one or more of the essential functions of the job.
- B. Leave time need not be taken on a consecutive basis if certified by a physician as being necessary to be taken intermittently. Either way, the total leave time taken during a rolling 12 months is limited to 12 weeks.
- C. If both parents are employed by the DISTRICT, the available 12 weeks of leave following the birth or placement of a child, may be split between the two so long as the total leave time does not exceed 12 weeks.
- D. It is the intent of the DISTRICT to comply with all applicable laws and regulations. An employee desiring more information on the certifications necessary to obtain leave or other details about the law may contact the Human Resources Department.
- E. Time off for Family and Medical Care Leave may be compensated by using the employee's accumulated sick leave, CTO, floating holidays and vacation, in that order.

27.08 California Paid Family Leave

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

27.09 California State Disability Insurance (SDI)

- A. The Employment Development Department (EDD) administers the California State Disability Insurance (SDI) Program. This program is available to California workers paying SDI taxes. The program affords



California workers the ability to replace lost wages due to off the job injuries/illnesses. Employees who are experiencing a temporary disability such as illness, injury (either physically or mentally), elective surgery, pregnancy, childbirth, or related medical conditions that prevent him/her from performing his/her regular job duties may submit a claim form to EDD to receive partial wage replacement benefits. For on the job injuries/illnesses, employees must contact the Risk Management Unit in the Human Resources Department to file a claim.

#### 27.10 Federal Service Member Family Leave

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

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

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

#### 27.11 California Service Member Family Leave

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

- A. Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserve who has been deployed during a period of military conflict;
- B. Work at least 20 hours per week for the DISTRICT;
- C. Provide the DISTRICT with notice of employee’s intention to take the leave within two (2) business days of receiving official notice that the spouse or registered domestic partner will be on leave from deployment; and

- D. Submit written documentation to the DISTRICT certifying that employee's spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

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

#### 27.12 Reinstatement at the End of Leave

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

#### 27.13 Payment of Accrued Benefits While on Unpaid Leave

An employee off on unpaid leave of absence may be compensated by the use of accrued benefits as set forth below:

- A. All unpaid leave of absence, other than Personal Leave Of Absence and Emergency Leave may be compensated by using all accrued benefits in the following order: sick leave, floating holidays, vacation.
- B. A personal leave of absence not falling within (a) above may be compensated by using all accrued benefits in the following order: vacation, floating holidays. Should these accruals be exhausted, by mutual agreement between the Department Manager/Director and the employee, the employee may use his or her accumulated sick leave.

#### 27.14 Leave of Absence Abuse

- A. Working While on Leave – An employee who accepts gainful employment, including working for him/herself, while on leave of absence terminates his or her employment with the DISTRICT unless such employment is approved in writing by both the DISTRICT and UNION prior to such employment.

- B. Obtaining Leave Under Misrepresented Conditions – An employee obtaining, or attempting to obtain a leave under misrepresented conditions shall be subject to disciplinary action, up to and including termination from employment. Disciplinary action shall be subject to the grievance procedures.
- C. Job Abandonment – An employee failing to report to work after the expiration of his or her leave of absence will thereby forfeit the leave of absence and be presumed to have terminated his or her 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.

## ARTICLE 28 – INDUSTRIAL ILLNESS OR INJURY

- 28.01 An employee suffering an industrial illness or injury on duty shall receive pay for his or her full assignment on the day of the injury.
- 28.02 Employees shall be entitled to workers compensation based upon State of California workers compensation laws.
- 28.03 An employee off work due to an industrial illness or injury, may draw from his or her Sick Leave accumulation, an amount to bring his or her compensation for each regularly scheduled workday of absence to 8, 9, or 10 hours time, depending on his or her shift.
  - A. The use of Sick Leave integrated with Workers' Compensation Benefits will begin with the first workday of absence following the date of the illness or injury. The Sick Leave use shall end when either the employee is returned to work or the Sick Leave accumulation has been exhausted. When using Sick Leave in conjunction with receiving Workers' Compensation Benefit Payments, the total daily amount of integrated compensation shall not exceed 8, 9 or 10 hours, depending on the shift, at the employee's straight time hourly rate.
  - B. In the event an employee has no Sick Leave accrual, he or she may draw compensation from accrued Vacation, Floating Holidays or CTO during the period of absence.
- 28.04 Upon returning to employment, employees shall be paid for all work time lost due to attending medical appointments or receiving post-medical treatment from his or her provider, as a result of the industrial illness or injury.
- 28.05 An employee attempting to misrepresent or misrepresenting any reason for a leave shall not be compensated for the leave. They shall also be subject to discipline, up to and including termination.

## ARTICLE 29 – LIGHT DUTY

29.01 Temporary Light Duty – The DISTRICT will consider written requests for light duty work by employees, or may independently provide light or modified duty to employees who have become temporarily unable to perform the full functions of their regular job, subject to the following provisions:

- A. The employee's temporary light duty restrictions have been documented by his or her physician.
- B. Temporary light duty work may be made up of duties within a single classification or a combination of duties from an assortment of classifications put together to make the job.
- C. The employee's and/or 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.
- D. The employee shall be paid his or her regular hourly rate of pay for all light duty work performed.
- E. An employee offered temporary light duty work pursuant to the foregoing may not refuse such work.
- F. Nothing herein is to be construed as a guarantee of the availability or duration of temporary light duty work.
- G. All time worked on temporary light duty status will be counted as regular paid time for purposes of determining benefit eligibility, accruals, and overtime pay.

## ARTICLE 30 – LAYOFF AND RECALL

30.01 Definition of Layoff

Layoff shall be defined as an involuntary separation from employment, due to lack of funds and/or lack of work. If the DISTRICT determines that a layoff is necessary, the DISTRICT will meet with the UNION in a timely fashion to discuss the effects of the layoff and/or other options.

30.02 Order of Layoff

When a layoff is necessary, employees will be laid off to the extent practicable, for optimum operating efficiency, as determined by the

DISTRICT, within the affected department and classification, in the following order:

- A. Temporary Employees
- B. Personal Services Contract Employees
- C. Part-Time Employees
- D. Full-Time Employees

In classifications where there are two (2) or more employees in the same affected employment classification, Employees will be laid off pursuant to the above criteria in the following order: lowest DISTRICT seniority, lowest classification seniority in their department, lowest departmental seniority.

In the event there are two (2) or more employees with the same DISTRICT seniority, classification and departmental seniority, a decision will be made by drawing lots.

### 30.03 Notification of Layoff

A. Written notification will be given to affected employees and the UNION as much in advance of the anticipated layoff date as possible, but no later than 45 calendar days. If a Federal or California Worker Adjustment and Retraining Notification (WARN) Act is applicable to the layoff, the DISTRICT shall provide affected employees notification of at least sixty (60) days. Notification will be hand delivered to the employee whenever possible. If the employee is unavailable for hand delivery, notification will be mailed, via certified mail, to the employee's most recent address on record in the Human Resources Department.

### B. Bumping In Lieu of Layoff

When a layoff is deemed necessary, affected employees will be laid off in inverse order of their seniority as established in Article 11 and Section 30.02 above. In lieu of being laid off, an employee may elect demotion (bumping) to:

1. Any lower classification within the employees current job hierarchy/series;  
  
or
2. If employed in a job classification not part of a job hierarchy/series he or she may bump into the most recent job held within the last 24 months;  
  
or
3. An individual notified of layoff and unable to bump into a position

pursuant to 1 or 2 above, may apply for any position being recruited using the Internal/External process in Section 10.01C. If the employee is ultimately selected for the job, he or she will retain recall rights to the position from which he or she was to be laid off. If recall is declined, the employee will remain in the position of their then current employment.

In order to bump to a new classification, the employee must have more seniority than the employee that will be displaced per Article 11 of this MOU.

To be considered for demotion in lieu of layoff, an employee must notify the Director of Labor Relations in writing, within seven (7) calendar days of receipt of the notice of layoff.

#### 30.04 Separation Upon Layoff

An employee who is laid off will be paid the balance of their accrued floating holidays, vacation, CTO, and 1/3 of their sick leave balance at the time of layoff.

#### 30.05 Recall List

Individuals laid off will be placed on a Recall List for recall to openings in the job classification from which they were laid off, in DISTRICT seniority order. The DISTRICT shall fill a vacancy in these classifications from the list prior to filling the vacancy from any other source (except for employees on Light Duty).

#### 30.06 Notification of Recall From Layoff

A notice of recall shall be sent by certified mail, return receipt requested, to the employee's most recent address of record. Employees will be given 15 calendar days from date of receipt of the notice in which to respond. In the event an employee on the recall list fails to respond within 15 calendar days, from the date of receipt or the notice is returned as "undeliverable", the employee will be removed from the Recall List for recall and the DISTRICT may then notify the next most senior employee from the recall list.

#### 30.07 Recall From Layoff

A. With the exception of temporary light duty assignments, a position in a classification vacant due to an employee(s) being laid off will not be filled by a new hire, contract worker or part-time worker until the recall procedure has been exhausted.

B. An offer of recall to the classification in the department from which the employee was laid off shall be sent by certified letter to the affected employee(s), in inverse order of layoff per Section 30.02.

1. If an individual is offered the opportunity to recall and declines the

recall or is non-responsive to the letter, he or she will be removed from the Recall List.

- C. If a vacancy is not filled by the individual previously holding the classification in the department, which has been identified for recall, RT will notify all others within the same job classification in different departments of the vacancy on the current Recall List. Award of the vacancy will be based upon DISTRICT seniority. Individuals declining the opportunity for this recall will remain on the Recall List for a vacancy in the classification in the department from which he or she was originally laid off.
- D. An individual returning to a position in a classification other than that held when originally laid off shall retain recall rights to the position from which he or she was originally laid off, should a recall be issued within the 24 month recall period.
- E. A position not filled after exhausting this recall procedure will be filled through the DISTRICT'S customary recruitment procedures, per Article 10 of this MOU.
- F. An individual returning to employment pursuant to accepting a recall offer shall return with his or her pre-layoff DISTRICT service intact and will begin accruing benefit entitlement at the pre-layoff rate. The balance of the employee's sick leave that was not paid to the employee upon layoff shall be reinstated to the employees leave balances.

## ARTICLE 31 – INSURANCE BENEFITS

31.01 Medical Insurance – The DISTRICT shall provide CalPERS medical, for all full time employees covered by this Agreement and their eligible dependents. The premiums for the insurance coverage shall be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus option provided for the Sacramento area. The employee copayment toward his or her insurance coverage shall be no less than 10% of the monthly premium rate for the selected plan and election (Self, Self + 1, or Self +2) for the Sacramento area. An employee selecting a plan less costly than the benchmark plan will still be subject to paying 10% of the monthly premium cost of that plan. The maximum monthly amount paid by RT shall be 90% of the monthly benchmarked premium. Employees electing coverage in a plan, which is more costly than the benchmark plan, will pay the difference in the amount paid by RT and the cost of the selected plan. Employees may change their insurance coverage, add or drop dependents, or make other benefit adjustments subject to the terms of the policies between the RT and CalPERS Medical. Services may not be changed from CalPERS without meeting and conferring with the UNION.

### 31.02 Cash in Lieu of Medical Coverage

The voluntary Cash in Lieu of Medical Coverage Program is available to all

full-time employees. An employee electing to participate, will forego medical insurance coverage, and will receive one-half of the cash value of the Kaiser Sacramento Area "Employee Only" premium in his/her paycheck on the 25<sup>th</sup> of the month. This additional income is taxable and the employee must have medical insurance through another source (e.g. spouse or a previous employer).

- A. New Hire/Annual Enrollment Period – A newly hired employee must enroll within 60 days of his/her hire date. Thereafter an employee electing to participate may enroll during the annual CalPERS open enrollment period. Retroactive enrollment is not permissible. An employee already enrolled in the program, who promotes into a covered classification, will have no interruptions in benefits.
- B. Once an employee is enrolled in the program, his/her participation may continue year to year, unless the employee elects to discontinue participation during the open enrollment period; the employee has an allowable family status change as defined by IRS regulations; or the employee is found to be disqualified for benefits under this coverage. The DISTRICT may request verification from the employee that he/she is continuing participation in a medical insurance plan through another source. The employee must provide satisfactory documentation of his/her participation within fifteen (15) calendar days of the DISTRICT'S request.
- C. If an employee's medical coverage is discontinued after the open enrollment period, the employee may re-enroll in the DISTRICT medical insurance if the employee:
  - 1. Completes and submits an enrollment application within sixty (60) days after losing coverage; and
  - 2. Meets the DISTRICT'S requirements for family status changes.
  - 3. Please contact the Benefits Unit in Human Resources for enrollment and further information regarding this coverage.

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

31.04 Vision Care Insurance – During the term of this Agreement, the DISTRICT will provide vision care insurance at no cost to each covered full time employee and his or her eligible dependents, which includes buy-up options available for purchase by the employee. Insurance coverage is currently provided through the Vision Service Plan (VSP) and the benefits are subject to the terms of the policy between the DISTRICT and the insurance company. No Plan benefits may be changed without meeting and conferring with the UNION.



- 31.05 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 full time employee, his or her spouse, and eligible dependents. Coverage for each employee is for \$50,000 and \$1,000 for spouse and eligible dependents (dependents under six months \$100.00 dollars). The provision of all benefits is subject to the terms of the policy between the DISTRICT and the insurance company. Those benefits and the provider of said benefits may be unilaterally changed by the DISTRICT should the policy premium or level of service be more competitive, provided the plan benefits be substantially identical to those currently afforded which are acceptable to the UNION. No Plan benefits may be changed without meeting and conferring with the UNION.
- 31.06 Long-Term Disability Insurance – During the term of this Agreement, the DISTRICT will provide Long-term Disability (LTD) Insurance at no cost to each covered full time employee. The provision of the benefit is subject to the terms of the policy between the DISTRICT and the insurance company. No Plan benefits may be changed without meeting and conferring with the UNION.
- 31.07 Supplemental Life Insurance – During the term of this Agreement, the DISTRICT will provide optional Supplemental Life Insurance coverage for each covered full time employee, his or her spouse and child(ren). Participation in the insurance coverage is at the election of the employee and premium cost for the coverage is paid by the employee through monthly payroll deduction. Spousal coverage is limited to 50% of the coverage amount selected by the employee not to exceed \$50,000. The provision of the benefits is subject to the terms of the policy between the DISTRICT and the insurance company. No Plan benefits may be changed without meeting and conferring with the UNION.
- 31.08 Qualification for Benefits – For purposes of qualifying for the foregoing insurance benefits, a full time employee is defined as an employee in the “active service” of the DISTRICT 88 or more hours each month. “Active Service” is defined as time spent at work in a regular paid status as well as paid vacation, paid holidays, CTO and/or paid sick leave. “Active service” does not include any other hours paid for accrued benefits except those specifically listed.
- 31.09 Benefit Continuation During Extended Illness or Injury – During the term of this Agreement, any covered full time employee not in “active service” of the DISTRICT due to illness or injury will have his insurance benefits continued for a period not to exceed 6 months from the beginning of the month following the commencement of the extended absence. The employee’s medical insurance co-payment amount and the cost of optional supplemental life insurance, if applicable, will be payroll deducted each month during the absence. In the event the employee’s monthly compensation is less than the premium amount owed, he or she will be billed each month for the amount of the deficiency. An employee not paying the delinquent premium will be dropped from coverage. In the event an employee is not in “active service” due to an industrial illness or injury, the benefit continuation time period shall

be extended from 6 months to 18 months under the same terms and conditions. At the conclusion of the 6 or 18 month benefit continuation period, employees not having returned to work may be eligible for extended coverage, at their own expense, by way of State or Federal law.

- 31.10 Dependent Definition – Dependent eligibility is limited to those individuals deemed “dependents,” in the employee’s chosen medical insurance plan or a controlled State or Federal regulation.
- 31.11 Benefit Information – Specific information about insurance plan coverage’s, enrollment, co-payment amounts, etc., can be obtained by contacting the Benefits Unit of the Human Resources Department.
- 31.12 Domestic Partners – 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.
- 31.13 Death Benefit Continuation – An employee employed by the DISTRICT that becomes deceased may have their medical coverage for dependent(s) extended for the 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.

## ARTICLE 32 – RETIRED EMPLOYEE AND DEPENDENT INSURANCE BENEFITS

- 32.01 Medical Insurance to be Provided by CalPERS – The premiums for the insurance coverage shall be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus options provided for the Sacramento area, as described in Article 31.01 of this MOU. A retiree residing outside the coverage area of a Sacramento area plan, or selecting a plan option with a cost in excess of the benchmarked plan will be responsible for paying the difference in cost.

### A. Employee Hired Prior To January 1, 1994

- 1. An employee of the DISTRICT who retires under the provisions of the Salaried Employees Retirement Plan on or after June 16, 2009, will be eligible to receive a Health and Welfare (CalPERS Medical, Dental, Life) Allowance for himself/herself upon retirement, but shall be required to pay ten percent (10%) of the monthly Medical Insurance Coverage premium cost incurred by the DISTRICT. The retiree may elect to provide Health and Welfare (medical and dental) Coverage for his/her dependent(s), however, the retiree shall be required to pay a percentage of the premium cost incurred by the DISTRICT for medical coverage for the dependent’s coverage, as specified under Section 32.01B, below. The retiree’s share of the cost for such coverage shall be deducted semi-monthly from the retiree’s retirement benefits.

2. Medicare Supplement Insurance – At such time as the retiree becomes age 65, the DISTRICT provided medical insurance shall be through the applicable Medicare Supplemental Insurance integrated with Medicare Part B. The retiree will continue to be responsible for a co-payment percentage of the Medicare Supplemental Insurance premium based upon Article 32.01 (A). In order for the Medicare Supplemental Insurance to provide coverage, the retiree must enroll in Medicare Part B at the time of eligibility.

B. Dependent Medical Allowance for Employee Hired Prior to January 1, 1994

1. The retired employee's dependents may be covered on the DISTRICT provided medical insurance. Premiums will be paid by the employee and the DISTRICT based on the table below, and in accordance with the employee's years of service at the time of retirement.

Length of Service of the Retiree	Percentage Paid by Emp. Plus 10% Co-payment	Percentage Paid by DISTRICT	Total Paid
10 years	50% + 10% = 60%	40%	100%
11 years	45% + 10% = 55%	45%	100%
12 years	40% + 10% = 50%	50%	100%
13 years	30% + 10% = 40%	60%	100%
14 years	20% + 10% = 30%	70%	100%
15 years	0% + 10% = 10%	90%	100%

2. When the retiree and/or his or her dependents attains the age of sixty-five (65) or Medicare eligibility, whichever comes first, the medical portion of the allowance shall be based upon the applicable Supplemental Medicare Insurance.

C. Employee Hired by the DISTRICT After December 31, 1993 and Before January 1, 2015

1. An employee hired by the DISTRICT after December 31, 1993 and before January 1, 2015, shall be eligible for Health and Welfare Benefits at retirement as follows:
  - i. An employee of the DISTRICT who retires under the provisions of the Salaried Employees Retirement Plan on or after June 16, 2009, will be eligible to receive a Health and Welfare (Medical, Dental, Life) Allowance for himself/herself upon retirement, but shall be required to pay ten percent (10%) of the monthly Medical Insurance Coverage premium cost incurred by the DISTRICT in order to maintain Health and Welfare Benefits coverage upon retirement. A retiree electing to continue providing Health and Welfare Benefits

(medical and dental) for his or her dependents shall bear the entire cost for said coverage. The premiums for such coverage shall be deducted semi-monthly from the retiree's retirement benefits.

- ii. Medicare Supplement Insurance – At such time as the retiree becomes age 65, the DISTRICT provided medical insurance shall be through the applicable Medicare Supplemental Insurance integrated with Medicare Part B. The retiree will continue to be responsible for a co-payment percentage of the Medicare Supplemental Insurance premium based upon Article 32.01 (C). In order for the Medicare Supplemental Insurance to provide coverage, the retiree must enroll in Medicare Part B at the time of eligibility.

D. Employee Hired by the DISTRICT on or After January 1, 2015

1. Employees with a DISTRICT hire date on or after January 1, 2015 that leave employment and retire under the provisions of the DISTRICT's Retirement Plan are eligible for a DISTRICT payment toward their retiree medical coverage based upon their completed years of service at the time of retirement, as follows:
  - 10 – 14 years: RT pays the PHEMCA equal minimum contribution in effect at the time of retirement (currently \$140/month).
  - 15 – 19 years: RT pays 67% toward the medical insurance premium to which the retiree is entitled.
  - 20 and over: RT pays the same percentage as when the retiree was an active employee.
2. Medicare Supplement Insurance – At such time as the retiree becomes age 65, the DISTRICT provided medical insurance shall be through the applicable Medicare Supplemental Insurance integrated with Medicare Part B. The retiree will continue to be responsible for a co-payment percentage of the Medicare Supplemental Insurance premium based upon Article 32.01 (D). In order for the Medicare Supplemental Insurance to provide coverage, the retiree must enroll in Medicare Part B at the time of eligibility.

ARTICLE 33 – RETIREMENT PLAN

33.01 Retirement Plan

- A. Attached hereto and made part of this Agreement is the Salaried Employee Retirement Plan, hereinafter Retirement Plan. All employees covered by this Agreement are members of the Retirement Plan and eligible for retirement benefits pursuant to the terms and conditions set forth therein. The cost of funding the Retirement Plan to provide the

applicable retirement benefits, on an actuarially sound basis, shall be paid by the DISTRICT.

B. Employees who are hired into a job classification represented by the AFSCME Administrative / Technical Bargaining Unit, that retire or terminate his or her service with the DISTRICT, will be entitled to a retirement allowance or a deferred retirement allowance upon attaining the minimum retirement age (55 years) or year of service (25 years) pursuant to the applicable provisions of the RT Retirement Plan as described below.

1. Employees who are age eligible (55 years) and have fewer than the years required for full vesting based on the employees DISTRICT date of hire, will be eligible for step vesting as shown in B (4) or B (5) below.
2. Employees who have five (5) years of service but have not yet reached age fifty-five (55) at the time of separation, will be entitled to a deferred retirement allowance when they reach the minimum retirement age of fifty-five (55). Employees with fewer years of service than the number of years required for 100% vesting will be eligible for step vesting as shown in B (4) or B (5) below.
3. Employees who are hired by the DISTRICT prior to September 21, 2010 and represented by AFSCME Administrative / Technical Bargaining Unit on September 22, 2010 will be fully vested after attaining five (5) years of service credit with the DISTRICT.
4. Employees who are hired into the AFSCME Administrative / Technical Bargaining Unit after September 22, 2010 and before December 31, 2014 will be fully vested after attaining nine (9) years of service credit with the DISTRICT.
  - a. An employee with fewer than nine (9) years of service credit with the DISTRICT will be vested as follows:

Years of Vested Service	Percentage
Fewer than 5 years	0%
5 years	20%
6 years	40%
7 years	60%
8 years	80%
9 years	100%

5. Employees who are hired by the DISTRICT on or after January 1, 2015 will be fully vested after attaining ten (10) years of service credit with the DISTRICT.
  - a. An employee with fewer than ten (10) years of credited service with the DISTRICT will be vested as follows:

Years of Vested Service	Percentage
Fewer than 5 years	0%
5 years	10%
6 years	30%
7 years	50%
8 years	70%
9 years	90%
10 years	100%

- 33.02 Except by mutual agreement, the terms and conditions of the Retirement Plan shall not be subject to amendment or change prior to January 1, 2014. Should either party desire to amend or change any portion of the Retirement Plan, written notice shall be provided to the other not less than 90 calendar days prior to the expiration of this Agreement. Negotiations over any proposed changes shall be conducted during general collective bargaining.
- 33.03 Compensation for Retirement Board Members – An employee serving as a member of the AFSCME 146 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.
- 33.04 An employee serving as a member of the RT—AFSCME 146 Retirement Board shall be permitted to “flex” his or her schedule, or “trade” his or her shift with another qualified employee when a Retirement Board Meeting is scheduled to occur on one of the employee’s regularly scheduled days off. Such “flex scheduling” or “shift trading” is subject to supervisory approval, based upon the business needs of the DISTRICT.

ARTICLE 34 – FLEXIBLE SPENDING ACCOUNT REIMBURSEMENT PROGRAM

- 34.01 The Flexible Spending Account Reimbursement Program (FSARP) is a benefit that allows an employee to pay for his or her eligible FSARP expenses on a pretax, salary-reduction basis. No Federal or State taxes will be taken out.
- 34.02 It is the employee’s responsibility to make sure that expenses submitted for reimbursement from FSARP are eligible according to Internal Revenue

Service (IRS) rules. The employee will be held responsible for taxes and penalties associated with ineligible expenses should an IRS audit occur.

- 34.03 Employee Eligibility – All employees of RT may participate in this program. Employees will be eligible to participate in the plan on the first (1<sup>st</sup>) of the month following the completion of their six (6) month probationary period and annually under open enrollment.
- 34.04 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 annually contribute up to the maximum allowed under the IRS code.
- 34.05 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 annually contribute up to the maximum allowed under the IRS code.
- 34.06 Information on Program Details – Contact the Benefits Unit in Human Resources for specifics regarding these plans.

## ARTICLE 35 – EDUCATION ASSISTANCE AND REIMBURSEMENT PROGRAM

- 35.01 RT provides financial assistance for formal education of all employees. The primary purpose of this program is for employees to attain a degree or enhance knowledge, skills, or abilities necessary for the performance of the job, or to attain a career development objective within RT. Education assistance is limited to funds in the budget. Therefore, reimbursement is made on a “first-come, first served” basis.
- 35.02 Academic programs, courses, or classes under this provision of the Agreement shall be reviewed by the DISTRICT and deemed applicable under this Article by the DISTRICT. An enrollment application for DISTRICT funds shall be completed, and is subject to DISTRICT approval. The DISTRICT shall respond in writing to requests for funding within 15 calendar days from submission of the request. Funds shall be made available to the employee upon submission of proof of completion with a passing grade of the identified course, program, or class.
- 35.03 Eligibility
  - A. Human Resources will be responsible for determining eligibility for reimbursement. Eligibility for education reimbursement includes, but is not limited to, the following:
    - 1. Must be a full-time employee who has been employed for one full year; and

2. Must not be receiving tuition aid from other sources, e.g. GI Bill, Guaranteed Student Loans and scholarships; and
  3. Coursework must be general courses that are requisite for an approved degree or certification.
- B. An employee is eligible to participate in certificate or degree programs provided the degree or certification is directly related to the employee's work assignment or career path advancement.
- C. Expenses incurred for general education courses that are a requisite for an approved degree or certification, are eligible for reimbursement.
- D. All requests for education reimbursement must be approved by the Department Director and submitted to the Human Resources Department. The final approval of educational reimbursement lies within the training budget maintained by the Human Resources Department as approved by the Board of Directors. The Department Director's signature is required before forwarding the Request for Education Reimbursement form to the Human Resources Department.

#### 35.04 Tuition Reimbursement

- A. Reimbursement of expenses for approved course(s) are conditioned upon the following:
1. Submittal of receipts for expenses of books, tuition, and/or lab fees; and
  2. An official grade report (official transcript) of a grade of "C" or better or pass if it is a pass / fail type course.
  3. The maximum amount that will be reimbursed for expenses is in the amount of \$1,750 per fiscal year (RT's fiscal year is for the period of July 1<sup>st</sup> through June 30<sup>th</sup>) per person, with the per unit cost to be reimbursed at a cost not to exceed one hundred seventy-five dollars (\$175.00). Please note that available funds for Education Reimbursement are limited to the budgeted amount each fiscal year. Should this amount increase before the expiration of this Agreement for any other employee group, the higher amount shall be applicable to AFSCME members.
- B. Tuition assistance is not available to employees on a leave of absence unless the leave was approved specifically to attend school.

#### 35.05 Submission of Request for Reimbursement

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



submit the following along with the request form:

- A. Course Information – School attending, course title, start date, description of how course(s) relates to the job or career goal objective.
- B. Education Goal – Indicate which type of degree you are obtaining (e.g. AA, BA, BS, etc).
- C. Fees – Estimated tuition, course/lab fees, and books (RT does not reimburse parking fees).
- D. Timely Submission – All requests for education reimbursement must be made 15 days in advance of taking the course(s). Requests are normally submitted before the Fall, Spring, and Summer semesters. As funds are available on a “first-come, first-served” basis, requests submitted after the semester has begun may be denied.
- E. Course Evaluation – An evaluation of the course after its completion may be required.

#### ARTICLE 36 – EMPLOYEE ASSISTANCE PROGRAM

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

#### ARTICLE 37 – FITNESS FOR DUTY MEDICAL EXAMINATION

- 37.01 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.
- 37.02 Should the result of the examination reveal a temporary disability with a prognosis that the employee is expected to return to his or her regular job duties, he or she will be placed on Long Term Illness or Injury Medical Leave of Absence until returned to work or the expiration of the leave. The employee is required to fully cooperate with the physician and comply with his or her prescribed treatment.
- 37.03 Should the result of the examination confirm or reveal that the employee is disabled from returning to his or her job duties, the employee will be referred

for evaluation and determination as to whether or not alternative work is available, or processed for a medical separation from employment or disability retirement, if applicable.

- 37.04 In the event there is a difference in medical opinions between the employee's physician and the chosen Fitness for Duty Physician as to the employee's fitness to work, a third medical evaluation shall be conducted. The physician shall be jointly selected by the DISTRICT and UNION from the State QME list of physicians practicing in the medical specialty pertinent to the employee's condition. The cost of this medical evaluation shall be borne by the DISTRICT. The decision of the selected physician shall be final and the employee's case will be handled pursuant to either Section 37.02 or 37.03, above, as appropriate.
- 37.05 Notwithstanding the provisions of this Article, nothing herein shall be interpreted or applied in a manner, which conflicts with the DISTRICT'S obligations under applicable Federal or State statute(s).

#### ARTICLE 38 – DRUG AND ALCOHOL TESTING AND REHABILITATION PROGRAM

- 38.01 All employees covered by this Agreement deemed to be safety-sensitive pursuant to the Department of Transportation (DOT) and Federal Transit Administration (FTA) Testing Regulations (49 CFR Parts 40 and 655) or non safety-sensitive as identified in the DISTRICT'S Drug and Alcohol Testing and Rehabilitation Policy are required to comply with all applicable provisions of the DISTRICT'S adopted Drug and Alcohol Testing and Rehabilitation Policy, as revised. Job Classifications designated as safety-sensitive or non safety-sensitive are identified in the DISTRICT'S Drug and Alcohol Testing and Rehabilitation Policy. The Policy, as may be amended from time to time to maintain compliance with DOT FTA Drug and Alcohol Testing Regulations, will be distributed to all employees following adoption of mandatory changes. Aspects of the Policy not required by the regulations are subject to negotiations by the parties.
- 38.02 Nothing herein shall be interpreted so as to limit the DISTRICT'S right to assess disciplinary action, including termination for misconduct associated with a decision to direct a prohibited substance test under the terms of this Policy. Issues related to the administration of the program may be made the subject of a grievance as outlined in the Collective Bargaining Agreement.
- 38.03 An employee directed to undergo a drug and/or alcohol test pursuant to the Policy shall be afforded an opportunity to confer with a UNION representative if one is reasonably available, when reporting to the urine collection/breath alcohol testing site.
- 38.04 All time spent undergoing a directed drug or alcohol test shall be considered as compensable time under regular pay status, including overtime if applicable. An employee who is notified of a positive test result and requests a test of the split specimen will continue on paid status until the result of the second test is received. If the verified result is positive, the employee will be

immediately taken off regular paid status, placed on a leave of absence and referred to the Substance Abuse Professional (SAP) for evaluation and treatment. Employees may use accumulated sick leave and/or vacation time during their absence for treatment.

38.05 A safety-sensitive employee that has been off work for 90 consecutive days or longer must undergo a pre-employment drug test and receive a negative result prior to returning to safety sensitive work. Such employee must contact his or her department at least 14 calendar days in advance of the expected date of return. Employees will receive 2 hours pay or pay for actual time spent undergoing the test. An employee initiating the pre-employment test as specified above who is medically cleared to return to work but is held up due to a delay in the DISTRICT not receiving the result will be paid for work time lost. An employee failing to initiate the drug testing process in advance of reporting to work will not receive pay for work time lost due to undergoing the required pre-employment test and awaiting the results until the lapse of 14 calendar days from the date of the test.

38.06 Documentation of drug and/or alcohol test results shall remain in an employee's record in accordance with the time periods set forth in the DOT FTA regulations. Upon written request, an employee may obtain copies of any records pertaining to his or her drug or alcohol tests. The DISTRICT shall provide promptly the records requested by the employee. Upon receiving a written release signed by the employee, the DISTRICT will provide the UNION with all records pertaining to the test and the reported result. The DISTRICT maintains employee record confidentially in accordance with all applicable DOT FTA regulations. Except as may be authorized or required by law, and as permitted herein, any release of this information is prohibited without the express written permission of the employee tested.

38.07 Positive Drug or Alcohol Test Result

The following represents the steps undertaken by the DISTRICT and employee in the event of a positive drug or alcohol test result.

- A. The DISTRICT will notify the employee of a verified positive test result.
- B. The DISTRICT will notify the employee of a scheduled appointment with the SAP. The employee's attendance and participation at the appointment and in the treatment program as recommended by the SAP are mandatory.
  - 1. If the DISTRICT is notified that the employee failed to complete the program as specified by the SAP, then the employee is discharged from employment.
- C. The employee completes the treatment program specified by the SAP.
  - 1. If the employee tests negative on a Return-to-Duty test, he or she is returned to work and 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 six (6) unannounced tests during the first year.

2. If the employee has a positive Return-to-Duty test, then the employee is discharged from employment.

D. After returning to work:

1. If an employee receives notice of a verified positive drug or alcohol test during the follow-up testing period for any reason, then the employee is discharged from employment.
2. If the employee has no verified positive test during the follow-up testing period, then the unannounced follow-up testing is discontinued.

- E. A second positive drug and/or alcohol test, for any reason, in violation of the DOT/FTA Drug and Alcohol Testing and Regulations or DISTRICT'S Drug and Alcohol Testing and Rehabilitation Policy, during an employee's length of employment with the DISTRICT will result in termination from employment.

38.08 Voluntary Request For Substance Abuse Treatment

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, CTO and/or vacation during the absence. An employee voluntarily seeking and entering a treatment program must successfully complete the program requirements or be subject to termination from employment. An employee notified to undergo a drug or alcohol test may not seek treatment under this voluntary treatment procedure. An employee may undergo voluntary treatment a maximum of 2 times during his or her length of employment with the DISTRICT.

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

- A. The employee voluntarily requests rehabilitation for a drug/alcohol problem.
- B. The employee is scheduled for an appointment with the SAP. The employee begins a designed treatment program.
  1. The DISTRICT is notified that the employee has been dismissed for cause from the rehabilitation program, then the employee is discharged from employment.

- C. The employee completes the SAP recommended treatment program.
  - 1. If the employee tests negative on a Return-to-Duty test, then 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.
  - 2. If the employee has a positive Return-to-Duty test, then the employee is discharged from employment.
- D. After returning to work and within the follow-up testing period:
  - 1. If the employee is notified of a positive drug or alcohol test, for any reason, then the employee is discharged from employment.
- E. At the conclusion of the follow-up testing period, the follow-up testing is ended.

A verified positive test, for any reason that is outside of the follow-up testing period, is handled pursuant to the procedure as set forth in Section 39.07 above, provided that the employee has utilized no more than two (2) voluntary treatments.

#### ARTICLE 39 – SAFETY AND SANITATION

- 39.01 No employee shall be disciplined or discharged for refusing to work under hazardous, dangerous or unhealthful conditions not normally associated with his or her position.

#### ARTICLE 40 – UNION BUSINESS – CONTRACT ADMINISTRATION

- 40.01 The DISTRICT and UNION shall have their respective authorized representative's meet on all grievances that may arise during the life of this Agreement. A list of authorized UNION and DISTRICT representatives will be provided to each other in writing and kept current. The UNION Business Agent shall be permitted to transact business on the premises of the DISTRICT during working hours but shall not unreasonably delay any employee during his or her work time.
- 40.02 UNION Job Stewards are allowed a reasonable amount of time away from the worksite to meet with members who have a grievance and to investigate matters pertaining to grievances. Such time shall not exceed two (2) hours per request. Stewards and affected employees shall notify the supervisor of the need to be away from the worksite and shall only leave the worksite with express approval of said supervisor. Employees shall be mindful of the DISTRICT'S operational needs. Supervisors shall make every effort to release employees when possible, as stated above.

- 40.03 Shop Stewards will be allowed up to 2 hours per month, off duty, to attend UNION Shop Steward Meetings. The UNION will notify the DISTRICT at least 2 business days in advance of the meeting time. Employees attending Shop Steward Meetings during work time will not lose compensation.
- 40.04 Authorized UNION representatives, who are employees of the DISTRICT, conducting UNION business in the administration of this Agreement, are subject to all rules and regulations regarding the conduct of employees on the premises of the DISTRICT.
- 40.05 Should the UNION or DISTRICT desire to discuss any general labor-management problems not pertaining to grievances, a meeting shall be arranged upon request. Paid time lost by an employee for performing UNION duties shall not affect years of service or earning averages for pension purposes.
- 40.06 Release Time and Pay for Negotiations
- A. UNION Officers shall be paid for all time lost to meet with the DISTRICT to negotiate changes to this Agreement or new conditions not covered in this Agreement.
  - B. The UNION Officers to be paid for participating in negotiations shall be limited to no more than 5 people as designated by the UNION.
  - C. Neither party will take advantage of the other by changing traditional times for negotiations.

#### ARTICLE 41 – DISCIPLINARY ACTION

- 41.01 Generally, the DISTRICT subscribes to the principles of progressive disciplinary action when deemed necessary to correct employee conduct in the performance of his or her job. All disciplinary action meted out will be based upon the principles of just cause, as deemed sufficient and appropriate by the DISTRICT. Such disciplinary action may consist of the following corrective steps:
- A. Oral Warning
  - B. Written Warning or Reprimand
  - C. Suspension From Employment Without Pay
  - D. Termination From Employment
- 41.02 Nothing herein shall be construed as to limit the DISTRICT'S ability to administer a level of disciplinary action, including termination from employment for behavior, the nature of which warrants a level of discipline outside the ordinary progression steps. Examples of such behavior constituting such discipline includes the following:

- A. Possession and/or Consumption of any alcoholic beverage while on duty, whether or not found to be in violation of the DISTRICT'S DOT FTA Drug and Alcohol Testing Policy.
- B. Fighting (excluding for ones defense) or engaging in acts that provoke a fight with another employee or member of the public while on duty.
- C. Hostile or aggressive acts of insubordination.
- D. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex, sexual orientation, veteran status or age, against the public or other employees.
- E. Theft, misappropriation, or misuse of DISTRICT funds or property.
- F. Negligent conduct that jeopardizes the health and/or safety of another employee or member of the public.
- G. Tampering or unauthorized altering of information or records of the DISTRICT.
- H. Lying or submitting false or misleading information in connection with the performance of one's duties.
- I. An act of gross incompetence in the performance of one's duty.
- J. Vandalism of DISTRICT property or destruction of DISTRICT property resulting from negligence.
- K. Possession without a prescription, consumption, selling or offering to sell, giving or offering to give any controlled substance as defined in California Health and Safety Code Sections 11053 to 11058, inclusive, while on duty or subject to duty whether or not in violation of the DISTRICT'S Drug and Alcohol Testing and Rehabilitation Policy.
- L. Unlawful retaliation against any DISTRICT officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Attorney General or any other appropriate authority any facts or information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.
- M. Fraud in securing appointment.
- N. Improper political activity in violation of State or Federal law.
- O. Conviction of a felony or a misdemeanor involving moral turpitude. A plea of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose.

41.03 No complaint will be used for discipline unless written and signed by the complainant, and conforms to all requirements of Section 41.04. Before suspension or discharge is assessed, the employee and his or her representative will be allowed to question all witnesses. The presence or absence of any other complaints or charges entered on the employee's record in the preceding year, except as modified by Section 41.05 below, and in accordance with all requirements of Section 41.04, will be considered before assessing suspension or discharge. Nothing in this Agreement shall prevent management from discussing with an employee a complaint or charge that does not conform to these requirements. The UNION shall be given copies of all signed complaints pertaining to employees.

41.04 An employee whose act(s) or omission(s) warrant the administration of disciplinary action will be presented with a 'Charge Letter' within 10 business days of the infraction or 10 business days from when the infraction became known or should have been known by the employee's supervisor. The Charge Letter will describe the infraction and level of disciplinary action. Notice of such charge shall be in writing and delivered personally, or sent by certified mail to the employee's last known address. Date of receipt of the Charge Letter shall begin the time limits. A copy of the charge letter will be sent to the UNION. An employee contesting the proposed disciplinary action or the level of discipline may file a grievance pursuant to the procedure set forth in Section 42.03, Formal Grievance – Step 1.

41.05 The employee will be afforded 5 business days, from the date of receipt of the Charge Letter, to schedule an appointment, in which to present, orally or in writing, his or her response to the acts or omissions on which the discipline is proposed. The employee's response will be taken into consideration in whether or not to continue, modify or eliminate the disciplinary action. The final decision of the DISTRICT will be issued to the employee and UNION, in writing, within 10 business days. An employee contesting the disciplinary action or the level of discipline may appeal the decision pursuant to Section 42.04, Formal Grievance – Step 2.

41.06 Copies of all disciplinary documentation shall be forwarded to the Human Resources Department for filing in the employee's personnel file. Any disciplinary documentation not involving statutory violation, which exceeds the time limits below, will not be considered in subsequent disciplinary actions:

1. Oral Warning ..... six (6) months
2. Written Warning ..... one (1) year
3. Final Written Reprimand ..... eighteen (18) months
4. Suspension without pay ..... three (3) years

Disciplinary action involving statutory violation shall be retained in the employee's personnel file indefinitely. It shall be the responsibility of the employee to request in writing, through the Labor Relations Department or



Human Resources Department, that outdated disciplinary documentation be removed from his or her personnel file after the required time period has passed.

- 41.07 When an employee is discharged in accordance with the terms of this Agreement and is not restored to employment as the result of grievance procedure or otherwise, the DISTRICT shall not be required to pay the employee for the 5 days notice period. In accordance with the terms of this Agreement, no discharge will be effective until the end of the 5 day notice period.
- 41.08 If upon review of a suspension or a discharge, it is found that an employee was improperly suspended or discharged, he or she shall be reinstated to his or her former position without loss of seniority and with all of the salary he or she would have earned had he or she not been suspended or discharged, paid to him or her. If the review should show that a penalty was justified, but the penalty imposed was too severe, the employee shall be returned to duty as above, and that portion of his or her lost salary, which was determined to be excessive, shall be paid to him or her. It is agreed that, if it is found that the discipline was improperly assessed, no entry shall be made on the employee's record of such discipline; if the discipline was properly assessed, but found to be excessive, proper notations shall be made in the employee's records.

## ARTICLE 42 – GRIEVANCE PROCEDURE AND ARBITRATION

### 42.01 Definitions

- A. Grievance: A claimed violation, misapplication, or misinterpretation of a specific provision of this Memorandum of Understanding (MOU), a misinterpretation of DISTRICT policy and procedures, or a disciplinary action, which adversely affects the grievant or a group of similarly situated employees. In such latter case, the grievance may be consolidated and presented as a single grievance.
- B. Grievant: May be an employee, a group of employees, or the UNION.

### 42.02 Informal Discussion

An employee may request an informal discussion with the management representative at the level, which the act being grieved was initiated. The informal discussion does not extend the time limits requirement outlined in Section 42.03, Formal Grievance – Step 1.

### 42.03 Formal Grievance – Step 1

- A. An employee, a group of employees, or the UNION, who has a grievance, shall fill out a grievance form provided by the UNION. The grievance shall be written up with a clear indication of the question(s) raised by the grievance and the article(s) or sections(s) which have been violated. The

grievance form shall be signed by the grieving employee and/or the UNION Representative. The written grievance shall be dated and signed as received by the appropriate Management Representative.

- B. The initial written grievance must be presented within 10 business days after the employee receives notice, either orally or in writing of the DISTRICT'S adverse position, or within 10 business days after the employee could reasonably have been expected to know he or she had a grievance, or sooner.
- C. The Management Representative receiving the written grievance shall schedule a hearing within 10 business days, and shall present his or her decision in writing within 10 business days after the date of the hearing, and such decision shall state the facts upon which his or her decision is based, including the remedy or correction offered, if appropriate.
- D. The Grievance Appeal Protocol will generally be as follows:
  - Step 1 – Department Manager/Manager/Director
  - Step 2 – Division EMT Member
  - Step 3 – General Manager or his designee (other than EMT at the second step)
  - Step 4 – Arbitration

In the event a charge letter is issued, the grievance appeal procedure shall be the same as above.

#### 42.04 Formal Grievance – Step 2

If the grievant and/or the UNION Representative are not satisfied with the decision rendered at the First Step, then the grievance shall be presented to the appropriate Management Representative within 5 business days, and a hearing scheduled within 10 business days. The Management Representative shall present his or her decision in writing within 10 business days after the hearing, and shall state the facts upon which his or her decision is based, including the remedy or correction offered, if appropriate.

#### 42.05 Formal Grievance – Step 3

- A. If the grievant and/or UNION Representative are not satisfied with the decision rendered at the Second Step, then the grievance shall be presented to the General Manager/CEO, or designee, within 5 business days, and a hearing held within 10 business days.

The General Manager/CEO, or designee, shall present his or her decision in writing within 10 business days after the hearing, and shall state the facts upon which his or her decision is based, including the remedy or correction offered, if appropriate.

#### 42.06 Grievance Time Limits

- A. Time limits in this Article may be extended by mutual agreement.
- B. Failure of either party to comply with time limits as set forth above will serve to declare the grievance settled in favor of the other party and no further grievance action can be taken.

#### 42.07 Binding Arbitration

- A. If a grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance in writing to binding arbitration within 30 business days after receipt of the GM/CEO's (or designee's) answer in Step 3. The parties shall attempt to agree upon an arbitrator within 5 business days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the 5 business day period, the parties shall jointly request that the California State Mediation and Conciliation Service (CSMCS) submit a panel of 7 arbitrators. Representatives of the DISTRICT and UNION shall alternately strike names from the list until one remains who shall be the arbitrator. The order of striking names from the list shall be determined by a coin toss. The CSMCS shall be notified of the selection and direct the arbitrator to contact the designated representatives of the DISTRICT and UNION. The hearing shall be scheduled at a date, time and place mutually acceptable to the arbitrator, DISTRICT and UNION. Unless the parties agree otherwise, all arbitration hearings will be held in Sacramento, California.
- B. The arbitrator shall act in a judicial, not legislative capacity and without express agreement by the parties, shall have no authority to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall only consider and make decisions with respect to the specific issue(s) submitted and shall have no authority to make a decision on any other issue(s) not so submitted. In the event the arbitrator finds a violation of the terms of this Agreement, he or she shall fashion a remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or varying in any way the application of laws, rules and regulations having the force and effect of law. The arbitrator shall submit his or her written decision within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the interpretation of the meaning and application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding on all concerned.
- C. The fees and expenses of the arbitrator, the cost of a transcription service, and the cost of the hearing room, if applicable, shall be divided equally between DISTRICT and UNION.

- D. Either party may call any employee as a witness, and such employee if on duty, shall be released from duty for the purpose of such appearance. Such employee shall suffer no loss of pay, nor incur overtime. The Grievant shall be released and similarly compensated.

#### ARTICLE 43 – EXPEDITED ARBITRATION

- 43.01 Expedited arbitration shall be used for the resolution of grievances in cases where the parties mutually stipulate to do so. Should the DISTRICT issue a notice of intent to discharge, it shall not be implemented until upheld or modified by the Expedited Arbitration Board. All other disciplinary action will be implemented in accordance with existing practices and procedures.
- 43.02 The following procedures shall apply to all expedited arbitrations:
  - A. Either party may be represented by an attorney.
  - B. The DISTRICT and the UNION shall each submit two (2) calendar days prior to the hearing, a pre-hearing statement to the neutral arbitrator with a copy to the other party, outlining its position and appending whatever exhibits it wishes to present. An employee's attendance record before the month in question shall stand as previously determined and shall not be subject to further factual dispute.
  - C. The presentations of the parties may be made by way of statement by the parties' representative, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall be liberally construed. A court reporter shall transcribe the proceedings, but a transcript shall be prepared only upon request of either party, and paid for by the requesting party.
  - D. Following each case, the Board shall meet in Executive Session. The neutral arbitrator shall moderate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree, the neutral arbitrator shall determine the award. The award shall be announced orally to the parties, including the employee, and shall be documented in writing at the hearing but shall not include a written opinion. The award shall be final and binding, but shall not be used as a precedent in any other case.
  - E. The fee and expenses of the arbitrator and reporter shall be shared equally by the parties. The reimbursement of wages for employees called as witnesses, where loss of wages has been incurred by said employee, shall be paid by the party calling the witness. Witnesses shall be scheduled so as to minimize disruption of DISTRICT service and/or UNION business.
  - F. The parties will select 1 arbitrator to serve as the primary neutral arbitrator in all expedited cases. The parties will select 2 back-up neutral arbitrators who will hear expedited cases only if the primary arbitrator is unavailable.

G. During the term of this Agreement, the parties have agreed to the following panel of 2 Arbitrators, one of which is the primary Arbitrator, the other one as back-ups:

Buddy Cohn	Primary
Catherine Harris	Back-Up

H. Either party may permanently strike the primary neutral arbitrator at any time. If that is done, the back-up arbitrator will become the primary arbitrator and a new back-up arbitrator will be mutually selected by the parties. If the back-up arbitrator(s) does not wish to become the primary arbitrator, the parties will mutually select a new primary arbitrator.

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

#### ARTICLE 44 – PRINTING NEW CONTRACT BOOKS

44.01 The UNION and DISTRICT shall share on a 50/50 basis the actual cost of printing new, revised versions of this Agreement, in adequate quantity and quality for distribution to all bargaining unit and management personnel.

#### ARTICLE 45 – QUALIFICATIONS

45.01 The Parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

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

45.04 This Agreement contains all of the agreements, stipulations, and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the

execution of this contract or during these contract negotiations, and not set forth herein.

45.05 Any new conditions pertaining to wages, hours, or working conditions which may arise during the term of this Agreement, and which are not covered or provided for by the terms of this Agreement, shall be subject to negotiation within 10 business days upon written request of the UNION or the DISTRICT.

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

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

#### ARTICLE 46 – ASSIGNABILITY

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

#### ARTICLE 47 – TERMINATION AND LEGALITY

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

#### ARTICLE 48 – TERM OF AGREEMENT

48.01 This Agreement shall be effective January 1, 2014, and shall remain in full force and effect through December 31, 2017. The Agreement shall renew automatically year to year thereafter unless either party notifies the other in writing 90 days prior to the December 31, 2017 that they wish to negotiate a successor Agreement.

48.02 In the event notice to modify the Agreement is given, negotiations shall begin as soon as mutually acceptable, any time after June 30, 2017, but no later than 60 days prior to December 31, 2017, or 60 days prior to the end of any subsequent yearly period of extended renewal. Upon mutual agreement, the parties may exchange their respective written proposals for modifying the Agreement at least 7 days in advance of the first scheduled meeting.

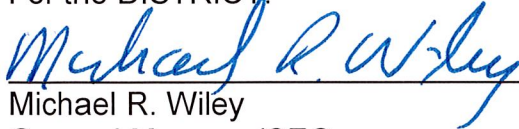
48.03 This Agreement shall remain in full force and effect during the period that negotiations are underway until such time as a successor Agreement is executed by the parties.

48.04 Reopener (New Provision)

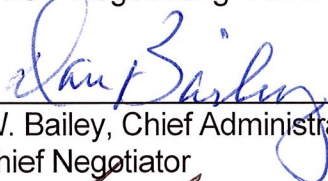
During the term of this Agreement either party retains the right to reopen the Agreement for the purpose of renegotiating 1 economic and 1 non-economic item between January 1, 2015 and January 1, 2017. The desiring party must send written notice to the other of its intent to reopen the Agreement and negotiations will begin as soon thereafter as can be mutually agreed upon, but no later than 30 calendar days.

IN WITNESS HEREOF, the parties execute this Collective Bargaining Agreement this 2nd day of June, 2015.

For the DISTRICT:

  
Michael R. Wiley  
General Manager/CEO

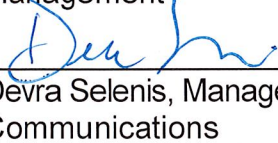
DISTRICT Negotiating Committee:

  
Dan W. Bailey, Chief Administrative Officer  
and Chief Negotiator

  
Les Tyler, Chief Financial Officer

  
Janelle Montoya, Human Resources  
Administrator

  
Greg Gamble, Director, Construction  
Management

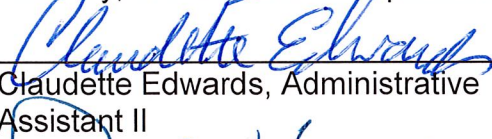
  
Devra Selenis, Manager, Marketing and  
Communications

For AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, (Administrative/Technical  
Unit) DISTRICT Council 57, Local  
UNION 146:

  
Nancy Vinson, Business Agent and  
Chief Negotiator

  
Camille Tyler, Administrative Assistant II

  
Mike Ely, Senior Facilities Specialist

  
Claudette Edwards, Administrative  
Assistant II

  
Rob Hoslett, Senior Safety Specialist

  
Lisa Thompson, Administrative  
Technician



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