

REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
12	06/08/09	Open	Action	05/20/09

Subject: Agreement for Revising the MOU and Salaried Employees Retirement Plan Between RT and Administrative Employees Association (AEA) for the Term of January 1, 2009 through December 31, 2010

ISSUE

Whether or not to approve the agreement between Regional Transit (RT) and Administrative Employees Association (AEA) for revising the Memorandum of Understanding (MOU) and Salaried Employees Retirement Plan for the term of January 1, 2009 through December 31, 2010.

RECOMMENDED ACTION

Adopt Resolution No. 09-06-____, Approving the Agreement Between Sacramento Regional Transit District and Administrative Employees Association for Revising the Memorandum of Understanding and Salaried Employees Retirement Plan for the Term of January 1, 2009 Through December 31, 2010.

FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	4,780
Budget Source:	Operating	Next FY:	\$	114,708
Funding Source:	State/Federal	Annualized:	\$	114,708
Cost Cntr/GL Acct(s) or Capital Project #:	Various Departmental Labor Accts.	Total Amount:	\$	172,057*
Total Budget:	\$ 172,057			

* Total cost is comprised of \$6,475 in chargeable labor costs and \$165,582 in costs associated with adjusting salaries to the minimum of the newly revised pay ranges payable over the term of the new agreement.

DISCUSSION

Representatives of RT and the AEA began meeting and conferring on October 15, 2008, for the purpose of revising the MOU applicable to employee members of AEA. On May 5, 2009, a tentative agreement was reached for settlement of all issues subject to review of final language. On May 14, 2009, following review of all language, the tentative agreement documents were signed. The terms for settlement were presented to the AEA membership and after voting ended on May 28th, RT was notified that the membership had ratified the agreement.

Due to the current budget crisis and the future economic uncertainty, RT entered the meet and confer process with the objective of arriving at a settlement with a zero net increase in labor costs over the term of the agreement. It is essential that the annual escalation of labor costs be nullified as a contributory element in balancing the FY 2010 budget and to position the District to respond

Approved:


General Manager/CEO

Presented:


Chief Administrative Officer / EEO Officer

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appropriately to what is expected to be an equally challenging FY 2011. The cost of this recommended settlement increased labor costs by .7%, due in large part to adjusting affected employee pay rates to the minimum of their respective pay ranges. This economic approach is consistent with that used in revising the economic terms and conditions of employment for the Management and Confidential Employee Group (MCEG), which were implemented for the period of March 2009, through December 2010. It is the intention of RT to continue this approach in subsequent collective bargaining occurring throughout the remainder of this year.

The following summarizes the substantive economic terms for settlement. The full and complete terms and conditions for settlement are attached to the accompanying Resolution as Exhibit 1.

1. **Term of Agreement** – 24 months, January 1, 2009 through December 31, 2010.

2. **Salary Range Adjustment** - Effective June 16, 2009, the pay range adjustments made through the Water's Study for all classifications covered by the AEA will be implemented. Following implementation, the revised pay ranges will be frozen without further upward adjustment through December 31, 2010.

3. **Salary Freeze** - Effective June 16, 2009, the salary levels of all AEA members that were in effect on June 15, 2009 will be frozen without further upward adjustment through December 31, 2010. Effective June 16, 2009, salary adjustments pursuant to the Pay for Performance Merit Increase program will be suspended through December 31, 2010. For employees hired or promoted with an effective date on or after June 16, 2009, salary adjustments ordinarily granted following completion of one's probationary period will be suspended through December 31, 2010. Employees hired or promoted prior to the suspension date will continue to be eligible to receive the post probationary increase at the conclusion of their respective probationary periods.

4. **New Employee Salary Offers** - Effective June 16, 2009, written salary offers for new employment shall be no higher than, (i) the level of the highest paid employee in the same job classification, or (ii) the mid-point of the salary range if there are no incumbents in the same job classification. Written salary offers extended by the Human Resources Department on or before June 15, 2009, which exceed the above limitations, will be honored as written.

5. **Suspension of Sick Leave Sell Back** - Effective June 16, 2009, all provisions of the Personnel Rules providing for the sell back of sick leave for active employees will be suspended through December 31, 2010. The provision pertaining to the sell back of sick leave at the time of separation from employment will remain unaffected and operable.

6. **Suspension of Vacation Sell Back** - Effective June 16, 2009 language which caps the amount of vacation one can accumulate to that which can be earned in 3 years is increased to 4 years, through December 31, 2010. Correspondingly, language providing for the cash out of up to 80 hours of accumulated vacation for active employees will be suspended through December 31,

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from employment will remain unaffected and operable.

7. Suspension of Floating Holiday Sell Back - Effective June 16, 2009 personnel rules that provide for the sell back of floating holidays will be suspended through December 31, 2010.

8. Furlough Days - Effective June 16, 2009, all members of AEA will be required to schedule and take 11 unpaid furlough days before the end of December 31, 2010.

9. Increase in Contribution to Medical Insurance Premium – Effective retroactive to June 1, 2009, the copayment that employees make toward their monthly medical insurance premiums will increase from 8% to 10%. Employees retiring on or after June 16, 2009 will pay 10%.

10. Medical Insurance Coverage Changes – Effective June 16, 2009, upon implementation the office visit copayment for employees and retirees will increase from \$10 to \$15; prescription medication supply under Kaiser insurance will be reduced from 100 days to 30 days for employees and retirees; and prescriptions for employees and retirees will be filled using generic brands unless otherwise required by the treating physician.

11. Most Favored Nations - During the term of the MOU, should the District enhance the MCEG economic package by reducing the number of required furlough days below 10, enhance the medical insurance package (co-payments or coverage), grant a salary increase, or discontinue the suspension of selling back any accrual said enhancement shall be granted to AEA members.

12. Tentative Agreements, Clerical Changes and Reformatting of the PR&P Manual - All Tentative Agreements (TA's) to various provisions signed off by the Parties will be incorporated into the final MOU. Miscellaneous clerical corrections and clarifications to language as well as the reformatting of the prior Personnel Rules and Procedures Manual, as agreed upon by the Parties, will be incorporated into the final document.

13. Retirement Plan - Revised language to clarify the eligibility of Domestic Partners for receiving a survivor benefit in the event of the death of a Plan member.

Staff recommends approval of the attached Resolution and accompanying Exhibit 1, as a full and complete settlement of the meet and confer process for revising the MOU and Salaried Employees Retirement Plan, for the term of January 1, 2009 through December 31, 2010.

RESOLUTION NO. 09-06-_____

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 8, 2009

APPROVING THE AGREEMENT BETWEEN SACRAMENTO REGIONAL TRANSIT DISTRICT AND ADMINISTRATIVE EMPLOYEES ASSOCIATION FOR REVISING THE MEMORANDUM OF UNDERSTANDING AND SALARIED EMPLOYEES RETIREMENT PLAN FOR THE TERM OF JANUARY 1, 2009 THROUGH DECEMBER 31, 2010.

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Agreement for Settlement of Meet and Confer between Sacramento Regional Transit District and Administrative Employees Association ("AEA"), attached hereto as Exhibit 1, whereby representatives of RT and AEA set forth agreed upon changes to the MOU and Salaried Employees Retirement Plan, is hereby approved.

THAT, the General Manager/CEO is hereby authorized to bind RT to a revised MOU and Retirement Plan that has been amended and restated to provide changes to compensation, working rules, health and welfare benefits and other terms and conditions of employment, as set forth in Exhibit 1.

THAT, the General Manager/CEO is hereby authorized to implement the provisions of the attached agreement.

STEVE COHN, Chair

ATTEST:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary

**AGREEMENT FOR SETTLEMENT OF NEGOTIATIONS
BETWEEN SACRAMENTO REGIONAL TRANSIT DISTRICT (DISTRICT)
AND ADMINISTRATIVE EMPLOYEE ASSOCIATION (AEA)**

Representatives of the District and AEA began meeting on October 15, 2008, for the purpose of renegotiating the terms and conditions of employment applicable to employee members of AEA. On May 5, 2009, tentative agreement was reached for settlement of all issues subject to review of final language. The following constitutes a full and final settlement of negotiations subject to AEA membership ratification and approval by the District Board of Directors.

1. Salary Range Adjustment

- a. Effective June 16, 2009, the pay range adjustments made through the Water's Study for all classifications covered by the AEA will be implemented.
- b. Upon implementation, the revised pay ranges will be frozen without further upward adjustment through December 31, 2010.

2. Salary Freeze

- a. Effective June 16, 2009, the salary levels of all AEA represented employees in effect on June 15, 2009 will be frozen without further upward adjustment through December 31, 2010.
- b. Effective June 16, 2009, salary adjustments pursuant to Section 8.04-D, 2, Pay for Performance Merit Increase, of the PR&P, will be suspended through December 31, 2010.
- c. For employees hired or promoted with an effective date on or after June 16, 2009, salary adjustments due to Post Probationary Increases, (Section 7.03-C, 2 (New Hires), and Section 8.04-D, 3(c) (Promotions)) will be suspended through December 31, 2010.
- d. Employees hired or promoted with an effective date on or before June 15, 2009 will continue to be eligible to receive the post probationary increase at the conclusion of their respective probationary periods.

3. New Employee Salary Offers

- a. Effective June 16, 2009, written salary offers for new employment shall be no higher than, (i) the level of the highest paid employee in the same job classification, or (ii) the mid-point of the salary range if there are no incumbents in the same job classification.
- b. Written salary offers extended on or before June 15, 2009, which exceed the above limitations, will be honored as written.

4. Suspension of Sick Leave Sell Back

- a. Effective June 16, 2009, Section 12.03-C, 1(f), "Stay Well" Incentive Plan, of the PR&P, providing for the sell back of sick leave for active employees will be suspended through December 31, 2010.
- b. Effective June 16, 2009, Section 12.03-C, 1(h), Sick Leave to Deferred Compensation or Cash Payment, of the PR&P, providing for depositing the cash value of an employee's sick leave into his or her deferred Compensation (457) account, or receiving payment of the cash value, shall be suspended through December 31, 2010. The provision pertaining to the sell back of sick leave at the time of separation from employment, Section 12.03-C, 1(g), Sick Leave Sellback, will remain unaffected and operable.

5. Suspension of Vacation Sell Back

- a. Effective June 16, 2009, Section 11.02-B, 4(c), Maximum Accumulation, of the PR&P, which caps the amount of vacation one can accumulate to that which can be earned in 3 years is increased to 4 years, through December 31, 2010.
- b. Effective June 16, 2009, Section 11.02-B, 5, Vacation Sell Back, of the PR&P, providing for the cash out of up to 80 hours of accumulated vacation for active employees will be suspended through December 31, 2010. The provision providing for the sell back of accumulated vacation at the time of separation from employment, Section 11.02-B, 3(b), Vacation Pay, will remain unaffected and operable.

6. Suspension of Floating Holiday Sell Back

Effective June 16, 2009, Section 11.01-A, 3(f), Floating Holiday Sell Back, of the Personnel Rules & Procedures that provides for the sell back of floating holiday(s), will be suspended through December 31, 2010.

7. Furlough Days

Effective June 16, 2009, all covered employees will be required to schedule and take 11 unpaid furlough days before the end of December 31, 2010. The furlough days must be taken in increments of 8 hours each and must be scheduled by mutual agreement between the employee and his or her supervisor/manager.

8. Most Favored Nations

- a. Prior to making this Agreement, the District revised the economic terms and conditions of employment for non-represented (MCEG) employees which, with one exception, are the same as those contained in this Agreement for AEA covered employees. The exception is that MCEG employees will be taking 12 furlough days before December 31, 2010.

- b. During the term of this Agreement, should the District enhance the MCEG economic package by reducing the number of required furlough days below 10, enhance the medical insurance package (co-payments or coverage), grant a salary increase, or discontinue the suspension of selling back any accrual as defined in 4, 5, or 6, above, said enhancement shall be granted to AEA members.

9. Tentative Agreements, Clerical Changes and Reformatting of the PR&P Manual

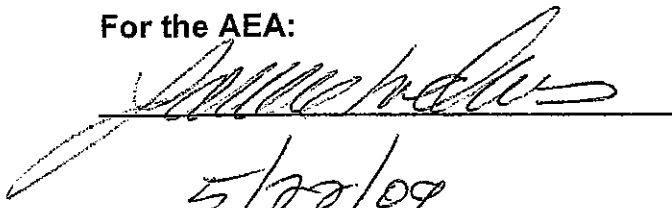
All Tentative Agreements (TA's) signed off by the Parties and attached hereto is a Summary of Tentative Agreements containing Exhibits 1 through 41, shall be incorporated into the final Agreement. Miscellaneous clerical corrections and clarifications to language as well as the complete reformatting of the prior Personnel Rules and Procedures Manual, as discussed and agreed upon by the Parties, shall be incorporated as part of the final document

10. Full and Complete Agreement

All issues opened by either party that are not expressly incorporated into this Agreement by attachment or reference, are hereby withdrawn.

The Bargaining Committee's of the District and AEA agree to endorse and recommend ratification and approval of the terms of this Agreement to the Board of Directors and membership as a full and complete settlement to the meet and confer process.

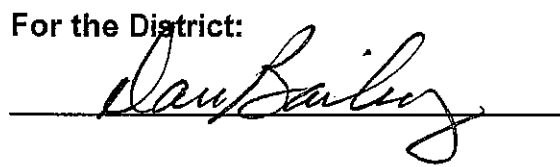
For the AEA:



5/22/09

Date

For the District:



May 21, 2009

Date

Attachment: Summary of Tentative Agreements
Tentative Agreements

RT – AEA LABOR NEGOTIATIONS
SUMMARY OF TENTATIVE AGREEMENTS
FOR SETTLEMENT OF 2009 NEGOTIATIONS

1. Article 1 – Agreement with the Administrative Employees Association (AEA)

Section 1.01-A: Term – Revised language to reflect duration of the Agreement to be January 1, 2009, through December 31, 2010. Added language to specify that this Personnel Rules and Procedures will automatically renew, unless either party notifies the other of its desire to modify or terminate the Agreement. (Exhibit 1)

2. Article 2 – General Personnel Administration

Section 2.07-G1 (a): Confidentiality—Confidential Employees – Revised language to add to the list of General Manager/CEO designated confidential classifications: Transportation Superintendents. (Exhibit 2)

Section 2.09-I1: Public Statements—Policy – Revised language designating the position of AGM of Marketing and Communications as the designated District media spokesperson. (Exhibit 3)

3. Article 3 – Employment, Recruitment, Separation and Resignation

Section 3.01-A: Recruitment and Selection – Deleted language pertaining to the FTA Master Agreement contractual provisions of the Uniform Guidelines for Employee Selection Procedures. (Exhibit 4)

4. Article 4 – Employment Categories

Section 4.01-A5: Employment Status—Bargaining Unit Employee – Revised language to specify the local council of AFSCME as follows: American Federation of State, County, and Municipal Employees, District Council 57, Local Union 146. (Exhibit 5)

5. Article 6 – Workweek and Workday

Section 6.03-C: Flex-Time – Revised Flex-Time language to expand the hours in which an employee may begin work to 4:00 a.m. (Exhibit 6)

Section 6.04-D1 (b)(1): Alternative Workweek—Eligibility – Revised language to eliminate the restriction on eligibility. (Exhibit 7)

Telecommuting (new language) – Added language to incorporate into the PR&P the trial program recognizing telecommuting and specifying the District's SOP to address the responsibility, requirements, training, equipment and approval process. (Exhibit 8)

6. Article 7 – Probationary Status

Section 7.02-B2: Duration – Revised language from “appointed” to “acting appointment.” (Exhibit 9)

7. Article 8 – Employee Pay Plan

Section 8.03-C1: Job Classification Pay Range Adjustment—General Pay Family – Revised section to annually review the pay range adjustments using the World of Work Index. (Exhibit 10)

Section 8.04-D3: Salary Adjustments—Salary Adjustment Upon Promotion

- Subsection (a) – Revised language to clarify the definition of a Promotion.
- Subsection (c) – Revised language to reference acting appointment and to add that the time served in the acting status may be applied towards the probationary period. (Exhibit 11)

Section 8.04-D4: Salary Adjustments—Salary Adjustment Upon Acting Appointment – Revised section to define “Acting Appointments” and to address post-probationary and merit increases while servicing in the Acting capacity. (Exhibit 12)

Section 8.04-D5 (b): Salary Adjustments—Lateral Transfer – Revised language to allow a 5% salary adjustment upon successful completion of the probationary period. (Exhibit 13)

Section 8.04-D7 (d): Salary Adjustments—Reclassification – Revised language to provide a 5% pay increase, retroactive to the date that the Reclassification Request was filed with the Human Resources Department. (Exhibit 14)

Section 8.05-E2 (b): Salary Adjustments Upon Demotion—Involuntary Demotion—Organization Change (New Language) – Added language to identify “Involuntary Demotion” and the affect on an individual's compensation. (Exhibit 15)

8. Article 9 – Overtime/Compensatory Time Off

Section 9.02-B1: Compensatory Time Off (CTO)—Generally – Added language allowing for a separate agreement between the District and an Employee. (Exhibit 16)

9. Article 10 – Employee Benefits

Medical Insurance Continuation for Dependents of a Deceased Employee (New Language) – Added new language incorporating the Agreement to provide continuation of Medical Insurance to dependents of a deceased employees for two months. **(Exhibit 17)**

Section 10.01-A: Medical Insurance – Revised language to change the reference of this section to “Medical Insurance.”

- Subsection 2: Dependent Eligibility Status – Revised language to define dependents by the definition in the respective group health benefit plans.
- Subsection 3 (a): Hospital, Medical, and Surgical Insurance – Revised language to increase the employee's contribution toward their total monthly insurance premium to 10% and decreased the District's contribution to 90%.
- Subsection 3 (b)(1): Hospital, Medical, and Surgical Insurance – Revised language to reflect that effective June 1, 2009, office visit co-payment will increase to \$15.00.
- Subsection 3 (b)(3): Hospital, Medical, and Surgical Insurance – Revised language to reflect that effective June 1, 2009, prescription medication will be limited to a 30 days supply and will be filled using generic brands.
- Subsection 3 (b)(4): Hospital, Medical, and Surgical Insurance – Revised language to reflect that effective June 1, 2009, Emergency Room visits will be \$50.00.
- Subsection 8: Long Term Disability – Revised language to reflect current LTD carrier.
- Subsection 9: Cash in Lieu of Medical Coverage – Revised language to clarify and reflect current policies and procedures. **(Exhibit 18)**

Section 10.02-B: Flexible Spending Account – Revised language to change the title heading and sections to reflect current policies and procedures. **(Exhibit 19)**

Section 10.03-C: Education Assistance and Reimbursement Program – Revised language to reflect current policies and procedures. **(Exhibit 20)**

Section 10.05-E: Transit Pass

- Subsection 1 (a): Employee Eligibility – Revised language to specify that dependents of a regular employee will receive their transit pass within 15 days following submission of the required application form.
- Subsection 2 (c): Dependent Eligibility—Disabled Dependent Children – Revised language to clarify that disabled dependents receive a transit pass.

- Subsection 8: Contract Employees – Revised language to clarify that contract employees will receive a transit pass through the end of their contract term. **(Exhibit 21)**

10. Article 11 – Holidays and Vacations

Section 11.01-A4: Holidays—Birthday Holidays – Revised language to eliminate the restriction on the use of the birthday holiday. **(Exhibit 22)**

11. Article 12 – Leave of Absence

Section 12.02-B: Reinstatement – Revised language to clarify the applicability of the language. **(Exhibit 23)**

Section 12.03-C1 (h)(3): Paid Leaves of Absence—Sick Leave—Sick Leave to Deferred Compensation or Cash Payment – Revised date to January 15. **(Exhibit 24)**

Section 12.03-C2: Paid Leaves of Absence—Supplemental Sick Leave

- Subsection (a): Purpose – Clerical revision.
- Subsection (b): Catastrophic Illness or Injury Defined (New Language) – New language adding definition of a catastrophic illness or injury that is consistent with the State of California’s definition.
- Subsection (d)(1): Benefit Disbursement Conditions – Revised language to expand the prognosis for a continued life span to 12 months or less, and to allow an employee 2 accounts under this provision during a rolling 12 month period. **(Exhibit 25)**

Section 12.03-C5: Paid Leaves of Absence—Military Leave – Revised and updated language to comply with applicable federal and state law. **(Exhibit 26)**

Section 12.04-D1 (a): Unpaid Leaves of Absence—Medical Leave—Long Term Illness/Injury

- Subsection (1) – Revised language to specify employees who will be off work in excess of 3 work days must report their status to the District every 10 work days unless other arrangements have been approved.
- Subsection (2) – Revised language that an employee off work due to a medical leave must present a valid medical release to active work within 18 months.
- Subsection (3) – Revised language to address an employee returning to work within the 18 months, as specified in 2 above, who subsequently return to sick leave within 15 calendar days, will continue to accumulate

time against the original 18 months unless the subsequent time off was due to an unrelated illness or injury.

- Subsection (4) – Revised language to specify that the employee must notify the immediate supervisor immediately upon receipt of a medical release and must be available to return to work on the next regularly schedule workday following the date of release. (**Exhibit 27**)

Section 12.04-D2: Unpaid Leaves of Absence—Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA) – Revised and updated language to comply with applicable federal and state law. (**Exhibit 28**)

Section 12.04-D3: Unpaid Leaves of Absence—Pregnancy Disability Leave – Revised and updated language to comply with applicable state law. (**Exhibit 29**)

Section 12.04-D: Unpaid Leaves of Absence

- Subsection 8: California Paid Family Leave – Revised and updated language to comply with applicable state law.
- Subsection 9: California State Disability Insurance – Revised and updated language to comply with applicable state law. (**Exhibit 30**)

12. Article 13 – Uniforms, Section B Uniform Maintenance

Section 13.02-B1: Uniform Maintenance—Uniform Reimbursement – Revised section eliminating reference to a paid allowance and replaced with language providing uniform and laundry service for eligible classifications at no cost to the employee.

Section 13.02-B2: Uniform Maintenance—Uniform Voucher System – Moved language under section (e) to Subsection 1. (**Exhibit 31**)

13. Article 17 – Employer/Employee Organization Relations

Section 17.02-B: Definitions

- Subsection 3: Confidential Employee – Revised language defining “Confidential Employees.”
- Subsection 8: Management Employee – Revised language defining “Management Employees.” (**Exhibit 32**)

Section 17.05-E1 (h): Representation Proceedings: Filing of Recognition Petition by Employee Organization – Revised language to comply with applicable federal and state law. (**Exhibit 33**)

14. Article 19 – Retired Employee and Dependent Health and Welfare Benefits

Section 19.01-A: Employee Hired Prior to January 1, 1994

- Subsection 2 (b): Retirement on or after August 1, 1994 – Revised language to clarify the applicability of this provision for employees who retire on or after January 1, 2008, through June 15, 2009.
- Subsection 2 (c): Retirement on or after August 1, 1994 (New Subsection) – Added new language to address employees retiring on or after June 16, 2009. These employees will be responsible for contributing 10% of the monthly Health and Welfare Coverage premium costs.

Section 19.03-C: Changes in Retiree Health Care Coverage (New Section) – Added language outlining the changes in Health care coverage and the effective date of said changes. **(Exhibit 34)**

15. Article 20 – Compensation for Retirement Board Members (New Provision)

Added language incorporating the terms of the MOA signed December 13, 2006, that provides for the compensation of employees when missing work to perform duties as a Retirement Board Member, and added a provision permitting flex scheduling or shift trading when a Board meeting is scheduled for a day in which the employee is off duty. **(Exhibit 35)**

16. Retirement Plan (New Provision)

Added language clarifying that full-time employees covered by this Agreement are members of the Retirement Plan and eligible for retirement benefits. The Retirement Plan shall not be subject to amendment or change prior to December 31, 2010, except by mutual agreement. **(Exhibit 36)**

17. Retirement Plan Language – Survivor Benefit

Revised current provision under the Salaried Employees Retirement Plan to address domestic partners and update language. **(Exhibit 37)**

18. Drug and Alcohol Testing and Rehabilitation Program (New Provision)

Added provision to codify current policies and procedures. **(Exhibit 38)**

19. Fitness for Duty Medical Examination (New Provision)

Added a provision to address the ability of the District to evaluate an employee's ability to perform his/her job duties. **(Exhibit 39)**

20. Furloughs (New Provision)

Added a provision to provide an avenue to implement furloughs upon mutual agreement as a cost saving initiative during the term of the Agreement. (**Exhibit 40**)

21. Safety Shoes (New Provision)

Added a provision whereby the District will provide eligible employees footwear meeting the federal and/or state safety standards (ANSI) at no cost to the employees. (**Exhibit 41**)

RT – AEA LABOR NEGOTIATIONS
DISTRICT PROPOSAL #1

ARTICLE 1: AGREEMENT WITH THE ADMINISTRATIVE EMPLOYEES ASSOCIATION (AEA)

§1.01 A: Term

1. These Personnel Rules and Procedures are applicable to employees working in job classifications represented by AEA in accordance with the Memorandum of Agreement (MOA) made and entered into, for the period from January 1, 2005 through December 31, 2008, between the Sacramento Regional Transit District, hereinafter referred to as the "District" and the Administrative Employees Association, hereinafter referred to as the "AEA". **effective January 1, 2009 and shall remain in full force and effect through midnight, _____, and shall renew automatically year to year thereafter unless either party notifies the other in writing 90 days prior to the anniversary date that it desires to modify or terminate this Agreement. Sacramento Regional Transit District shall hereinafter be referred to as the "District" and the Administrative Employees Association shall be referred to as the "AEA."**

2. In the event such notice is given, negotiations shall begin as soon as mutually acceptable, but no later than 60 days prior to the anniversary date or 60 days prior to the end of any subsequent yearly period. Unless mutually agreed, the parties may exchange their respective written proposals for modifying the Agreement at least 7 days in advance of the first scheduled meeting.

3. This Agreement shall remain in full force and effect during the period that negotiations are underway for modification of this Agreement and shall be extended until such time as a new Agreement is approved by both parties, effective date of termination notwithstanding.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

2/23/09

FOR THE DISTRICT:

Mark Sailer

DATE:

2/23/09

RT – AEA LABOR NEGOTIATIONS

del (EB) *JK*

ARTICLE 2: GENERAL PERSONAL ADMINISTRATION

§2.07 G: Confidentiality

1. Confidential Employees

~~(a) Confidential employees are those employees who, in the regular course of their duties, have access to or possess information relating to their employer's labor relations. The General Manager/CEO shall determine which employee classifications are considered confidential employees.~~

~~The following job classifications are deemed confidential and the incumbent employees are excluded from membership in AEA, irrespective of the pay grade for their classifications:~~

- ~~• All job classifications in the Employee Relations Department~~
- ~~• All Staff Attorneys~~
- ~~• Senior Paralegal assigned to the Chief Legal Counsel's Office~~
- ~~• Executive Assistant to the General Manager/CEO~~
- ~~• Clerk to the Board/Document Coordinator~~
- ~~• Senior Administrative Assistants reporting directly to an EMT Member~~
- ~~• Transportation Superintendents~~

(a) Confidential Employee: means those employees who, in the regular course of their duties are required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

(b) Confidential employees shall not discuss or reveal to any unauthorized person any information to which they may be exposed relating to:

- (1) Personnel matters and/or salary information.
- (2) Labor relations of any nature.
- (3) Internal security measures.

- (c) Confidential employees who divulge confidential information to unauthorized employees or other individuals will be subject to immediate disciplinary action, including discharge where appropriate.

2. Confidential Information

- (a) All employees are responsible for properly using and protecting confidential District information. The following are examples of the appropriate procedure:
 - (1) Use confidential information with discretion.
 - (2) Share confidential information only with someone who has a work-related "need to know." You may not respond to anyone who does not have a "need to know," even if you are asked.
 - (3) Always make sure the receiver is aware of the confidential nature of the information and understands his or her "need to know."
 - (4) Comply with the Confidential Information requirement set forth in §2.07-G, 1(a) and (b) above.
 - (5) Recognize that all complaints of discrimination, any interviews associated with said complaints, because of their inherently sensitive nature, are to be considered confidential as provided in RT's EEO/AA policy.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/09

FOR THE DISTRICT

Randall

DATE:

5/18/09

RT - AEA LABOR NEGOTIATIONS
2008 TENTATIVE AGREEMENTS

RT Proposal #

2 (DB)

ARTICLE 1: GENERAL PERSONNEL ADMINISTRATION

§2.09 Public Statements

1. Policy

To ensure that public statements by staff other than the General Manager/CEO reflect the District's position, staff shall clear in advance whenever possible all responses to media inquiries with the AGM of Marketing and Communications ~~Public Information Manager~~ or designated District media spokesperson.

Tentative Agreement Date: 1-27-09

Elaine Sanchez
For the AEA

Alan Bailey
For the DISTRICT

RT – AEA LABOR NEGOTIATIONS

DISTRICT PROPOSAL #3

ARTICLE 3: EMPLOYMENT, RECRUITMENT, SEPARATION AND RESIGNATION

~~§3.01A:~~ Recruitment And Selection

~~The Human Resources Department shall maintain a recruitment program which complies with and furthers the goals of the District's Affirmative Action Plan and Equal Employment Opportunity objectives and which complies with FTA Master Agreement contractual provisions and the Uniform Guidelines for Employee Selection Procedures. This includes notification of community agencies which deal with the employment of any class of persons included in the District's Affirmative Action Plan or which issues public service employment announcements and conducts other employment outreach activities.~~

~~§3.02~~ B: Vacancy Recruitment

§3.01 A: Vacancy Recruitment

1. Regular Recruitment

- (a) At the discretion of the EMT Member, vacancies may be filled first from within the department in which the vacancy occurs. Consideration for filling departmental vacancies shall include bargaining unit employees within that department.
- (b) Should no departmental employee be selected for filling the vacancy, or if the EMT Member so desires, the position may be recruited from throughout the District, including bargaining unit employees, or simultaneously recruited externally and internally.
- (c) An employee, including bargaining unit employees, meeting the minimum qualifications and screening criteria shall be invited to the oral interview process.
- (d) An employee is eligible to accept a reassignment one time in any twelve consecutive months, beginning with the effective date of his or her most recent assignment.

Any employee, including bargaining unit employees, may apply through the external recruitment process provided he or she was not

rejected for the same position vacancy during the District's internal recruitment process, if any.

2. Temporary Appointment

An individual 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. Such appointments shall not exceed ninety (90) calendar days except where unusual and/or unforeseen circumstances dictate otherwise, as determined by the General Manager/CEO.

3. Reassignment

- (a) A "reassignment" occurs when an employee is assigned from one responsibility center (typically a department) to another in order to fill a vacancy in the same job classification.
- (b) Before filling a vacant position by reassignment, the Human Resources Department will notify in writing each employee who is eligible for reassignment. Such employees will be given the opportunity to state in writing whether he or she is interested in the reassignment.
- (c) An employee who has timely responded in writing about his or her interest in a reassignment will be scheduled for an interview for that reassignment. It is the District's prerogative to reassign such an employee or to select another internal or external candidate.
- (d) An employee is eligible to accept a reassignment one time in any twelve consecutive months, beginning with the effective date of his or her most recent assignment.

4. Internal Advertisement Of Vacancies

In the event no departmental employee is promoted into a vacant position, the vacancy may be filled as follows:

- (a) The vacant position will be posted on all authorized bulletin boards for not less than five (5) working days.
- (b) All interested employees, including bargaining unit employees, must submit an updated application for the position vacancy to the Human Resources Department within the specified time limits.

- (c) Interested employees, including bargaining unit employees, who are on vacation or other District-approved leaves of absence at the time a vacancy is advertised internally, will be given an opportunity to apply for the position within the first five (5) working days after returning to work if the test has not been given and/or oral interview notification letters have not been mailed for the vacancy recruitment.
- (d) In the event, following internal recruitment, there are no qualified in-house applicants, upon the written approval of the General Manager/CEO, the recruitment of the vacant position may be extended to qualified individuals working at the District on Personal Services Contracts. The General Manager/CEO's approval shall, at a minimum, include a determination that the job group encompassing the vacant job classification is not underutilized based on the District's Affirmative Action Plan. Should an underutilization exist, as defined in the District's adopted Affirmative Action Plan, the vacancy shall be advertised to the public for staffing.

5. External Advertisement Of Vacancies

If no District employee is promoted or selected to fill a vacancy, the position may be advertised externally.

(a) Application Locations

Applications for vacant positions may be picked up in the Human Resources Department.

(b) Applications And/Or Resumes

Applications and/or resumes received after the cutoff date will not be considered for filling the advertised vacancy except as stated in §3.02-B, 4(c). *g/c 2/18/09 3:01A 2/18/09*

6. Restrictions Of Human Resources Department Internal Bidding

No Human Resources Department employee shall apply for a posted position for which he or she has been active in the recruitment or selection process for the position. Human Resources Department employees shall not reveal or discuss internal personnel matters with other District employees unless required as part of the recruitment process.

§3.03 — C: Resignation

§3.02 B. Resignation

Resignation is defined as a voluntary separation of employment at the request of the employee. A resignation must be submitted in writing and, once accepted and acknowledged in writing by the Department Manager/Director, or EMT Member, it may not be withdrawn unless authorized in writing by the General Manager/CEO or his or her designee.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

2/18/2009

FOR THE DISTRICT:

Al Bieby

DATE:

2/18/09

RT – AEA LABOR NEGOTIATIONS
2008 TENTATIVE AGREEMENTS

RT Proposal #

ARTICLE 4: EMPLOYMENT CATEGORIES

§4.01 A: Employment Status

5. Bargaining Unit Employee

Individuals represented by either the Amalgamated Transit Union, Local 256, or the International Brotherhood of Electrical Workers, Local 1245, or the American Federation of State, County, and Municipal Employees, District Council 57, Local Union 146.

Tentative Agreement Date: 1-27-09

Elaine Sanchez
For the AEA

Alan Bailey
For the DISTRICT

RT – AEA LABOR NEGOTIATIONS

ARTICLE 6: WORKWEEK AND WORKDAY

§6.03 C: Flex-Time

1. Definitions

- (a) 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.
- (b) 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.
- (c) 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 7:4:00 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.
- (d) Workday is the period of time comprised of flex hours and core hours, which make up an employee's daily eight (8) hours on the job.
- (e) Lunch Break is a fixed, minimum thirty minute (:30) period of time, which must be taken between the hours of 11:00 a.m. and 1:00 p.m.

2. 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.

- (a) 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.
- (b) All requests and subsequent approvals or denials shall be forwarded to the Human Resources Department for filing in the employee's personnel file.

(c) Program Requirements

- (1) Employees must begin work between the hours of 7:00 a.m. and 9:00 a.m., with the workday starting on the 1/2 hour or hour.
- (2) An employee's workday must be eight (8) hours in length, plus a minimum thirty minute (:30) lunch break.
- (3) No employee will be required to adjust his or her established workday to accommodate another employee's flex-time.
- (4) 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.

(d) Employee Responsibilities

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

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/2009

FOR THE DISTRICT:

Don Bailey

DATE:

5/18/09

ERD 5/15/09

Page 2 of 2

RT – AEA LABOR NEGOTIATIONS

ARTICLE 6: WORKWEEK AND WORKDAY§6.04 D: Alternative Workweek1. Employee Request(a) Request For Alternative Workweek

The basic workweek and hours of work as defined under §6.01 may be changed, provided that all of the following procedures and approvals occur:

- (1) 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
- (2) The Department Manager/Director determines that the needs of the department will not be jeopardized should the request be granted; and
- (3) The Division EMT Member approves in writing said request.

(b) Eligibility

Alternative work schedules are available to all employees, except:

- ~~(1) An employee whose classification title is within pay grades 19-32, excluding Attorney III (Gr. 24), and is at or above the Superintendent or Assistant Manager level in the Maintenance or Transportation pay families;~~
- (1) An employee who has sole responsibility for a major project or significant function within his or her department;
- (2) 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.

(c) Definition

- (1) Workweek defined: Consistent with the Fair Labor Standards Act (FLSA), a workweek for a nonexempt employee is a fixed period of 168 hours—seven (7) consecutive 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.
- (2) 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 (14 days) by alternating between a work schedule of four nine (9) hour days plus one eight (8) hour day and four nine (9) hour days plus one 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 hours of work are regularly scheduled during any seven (7) consecutive days.

- (3) 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 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).

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/2009

FOR THE DISTRICT:

[Signature]

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

AEA PROPOSAL #27

Article 6 – Telecommuting (New Language)

The District provides a voluntary Telecommuting Program to employees as an alternative to working at their customary work space.

The responsibilities, requirements, training, equipment and approval process is outlined in SRTD Standard Operating Procedure HR-SOP-09-012, dated March 3, 2009. Telecommuting shall be provided pursuant to this SOP, and shall not be amended unless mutually agreed upon by AEA and RT. ~~as amended from time to time.~~

Tentative Agreement

FOR THE AEA:

Eduin Sanchez

DATE:

4-8-09

FOR THE DISTRICT:

David Bailey

DATE:

4-8-09

RT – AEA LABOR NEGOTIATIONS

DISTRICT PROPOSAL #6

ARTICLE 7: PROBATIONARY STATUS

§7.02 B: Duration

1. Newly hired employees shall work their first six (6) months of employment on probationary status.
2. Current employees, including bargaining unit employees, acting appointment appointed, promoted, laterally transferred, voluntarily demoted, or disciplinarily demoted into another job classification within the District shall work their first three (3) months on probationary status, except as provided in §8.04-D6, Reassignment.
3. Current employees reassigned under §8.04-D6, Reassignment, shall not serve a probationary period.
4. Current employees awarded a position as specified in (2) or (3) above, excluding disciplinary demotion, may within the first forty-five (45) calendar days of the start of his or her probation request in writing to return to his or her previous position. Such request shall not be denied, provided that the position has not been eliminated.
5. The probationary period may be extended upon mutual agreement of the employee and the Department Manager/Director.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/2009

FOR THE DISTRICT:

Don Bailey

DATE:

5/18/09

RT - AEA LABOR NEGOTIATIONS

ARTICLE 8: EMPLOYEE PAY PLAN

§8.03 C: Job Classification Pay Range Adjustment

1. General Pay Family

~~The salary ranges of each job classification shall be adjusted as follows:~~

- ~~(a) Effective January 1, 2006, the minimum and maximum of each salary range in effect on December 31, 2006, shall be increased by one (1%) percent.~~
- ~~(b) Effective January 1, 2007, the minimum and maximum of each salary range in effect on December 31, 2006, shall be increased by two (2%) percent.~~
- ~~(c) Effective January 1, 2008, the minimum and maximum of each salary range in effect on December 31, 2007, shall be increased by two (2%) percent.~~

Pay Range Adjustment

Pay ranges will be reviewed on an annual basis, as determined by the District, using the World of Work Index.

- 2. If the hourly wage rate for the Mechanic A job classification is increased by an amount greater than the general wage increase approved for all other IBEW Bargaining Unit job classifications, upon written request, District Representatives will meet with employee representatives about its impact on the Maintenance Supervisor pay range.

(IBEW) M
When the parties have a publication date for World of Work Index, the annual adjustment language will be added to the language.

Tentative Agreement

FOR THE AEA:

Edna Sanchez

DATE:

5/18/09

FOR THE DISTRICT:

Alan Bailey

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 8: EMPLOYEE PAY PLAN§8.04 D: Salary Adjustments3. Salary Adjustment Upon Promotion

- ~~(a) For purposes of applying this provision, a "promotion" shall be defined as the movement of an employee from a job classification in one salary range to a job classification in a higher salary range, except as defined in (d) below, and exclusive of temporary appointments as addressed in 4, below.~~
- (a) A promotion is defined as movement of an employee from a job classification in a budgeted, Board authorized classification to a presently existing, budgeted, Board authorized classification in a higher salary range. (Acting appointments are not considered promotions.)
- (b) Upon promotion, an employee's monthly salary shall be increased to the higher of: (i) the minimum monthly salary of the salary range of the classification to which the employee has been promoted or (ii) 105% of the employee's gross average monthly income for the twelve month period preceding the employee's promotion or (iii) 105% of the employee's salary rate immediately preceding the promotion, but not to exceed the maximum of the salary range of the classification to which the employee has been promoted.
- (c) Should the employee be ~~temporarily appointed~~ placed in an acting appointment to a vacant position, and serve in that position for more than three months, the employee's compensation while acting in that capacity, shall be considered as part of the employee's gross average income for the twelve months preceding promotion. Time served in the acting position, subject to promotion, shall be credited toward the probationary period. Any accruals sold back by an employee during that preceding twelve-month period shall not be considered in calculating an employee's gross average monthly income. Upon successful completion of the probationary period as defined in §7.02, he or she shall receive an additional five (5) percent increase provided the new compensation level does not exceed the maximum of the adopted pay range.

An employee who is an acting appointee to a vacant position and subject to promotion, who subsequently becomes the regular incumbent, shall have time served in the position credited toward the probationary period.

- (d) An employee placed into a higher pay grade as a result of a classification/salary study shall not be considered as "promoted," and there shall be no adjustment of salary unless the employee's rate is below the minimum of the new pay range. In such case, the employee's salary rate shall be adjusted to the minimum of the new range.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/2009

FOR THE DISTRICT:

Mark Bailey

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 8: EMPLOYEE PAY PLAN

§8.04 D: Salary Adjustments

4. Salary Adjustment Upon Temporary Acting Appointment

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

- ~~(a) An employee temporarily appointed to fill a position of the same or higher salary range shall have his or her compensation adjusted upward by five percent (5%) of his or her current salary or to the minimum of the appointed classification salary range, whichever is greater, effective on the date of the appointment.~~
- ~~(b) An employee temporarily appointed to fill a position in a lower salary range shall have no change in compensation.~~
- ~~(c) An employee temporarily appointed to fill a vacant position shall not be entitled to a post-probationary increase.~~

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, filling a position of the same or higher salary, shall have his/her compensation adjusted upward by five percent (5%) of his/her salary 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, filling a vacant position, shall not be entitled to a post-probationary increase, but shall be entitled to annual merit increases based on the salary range of the acting position, pursuant to Section 8.04, D2 above.
- (d) For incumbents who have been temporarily reclassified and/or acting appointment, less than 90 days, the salary paid during an acting appointment shall not be considered when calculating salary increases due to promotion or performance evaluations.
for acting positions held less than 90 days.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5-18-09

FOR THE DISTRICT:

Alan Bailey

DATE:

5-18-09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 8: EMPLOYEE PAY PLAN

§8.04 D: Salary Adjustments

5. Lateral Transfer

- (a) For purposes of applying this provision, a "lateral transfer" shall be defined as the movement of an employee from one job classification to another job classification within the same pay range, regardless of a change in responsibility center.
- (b) An employee awarded a lateral transfer shall receive no change in compensation rate ~~either~~ at time of change, but shall receive an upward salary adjustment of 5% or upon successful completion of the probationary period, as set forth in §7.03-C2.
- (c) Pay for performance eligibility shall not be affected by a lateral transfer.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/2009

FOR THE DISTRICT:

Don Bailey

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 8: EMPLOYEE PAY PLAN

§8.04 D: Salary Adjustments

7. Reclassification

- (a) For purposes of applying this provision, a "reclassification" shall be defined as a change in job classification due to a classification/job study, either to another or new class in the same salary grade, a lower salary grade, or a higher salary grade.
- (b) If a position is reclassified to another class in the same salary grade as the employee's current class, then there will be no effect on salary.
- (c) If a position is reclassified to another class in a lower salary grade than the incumbent's current class, then the employee's salary is red-circled as defined in Section 8(a) below.
- (d) If a position is reclassified to another class in a higher pay grade than the employee's current class, the employee's salary rate shall be adjusted, ~~as soon as practical~~, to reflect a five per cent (5%) upward adjustment in their rate of pay retroactively to the date the completed Reclassification Request was filed with the Human Resources Department. In no case shall the employee be paid less than the minimum of the new range, nor more than the maximum.
- (e) If an employee's current class is re-titled and/or revised without any change to the pay grade, this action shall not be considered a "reclassification" and there will be no effect on the employee's rate of pay.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/2009

FOR THE DISTRICT:

Mauphiler

DATE:

5-18-09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 8: EMPLOYEE PAY PLAN§8.05 E: Salary Adjustments Upon Demotion1. Salary Adjustment Upon Voluntary Demotion

Voluntary demotion shall be defined as voluntary movement into a classification in a lower pay grade. The salary of a "voluntary demotion employee" shall be adjusted as follows:

- (a) In a voluntary demotion, the employee's salary shall remain the same as it was prior to demotion provided it does not exceed the maximum of the salary range of the new classification.
- (b) An employee who is voluntarily demoted shall not be entitled to a post-probationary increase.

2. Salary Adjustment Upon Involuntary Demotion

Involuntary demotion shall be defined as movement into a classification in a lower pay grade as a result of disciplinary action or as a result of organizational change. The salary of a demoted employee shall be adjusted as follows:

(a) Involuntary Demotion – Discipline

- (1) The employee's salary shall be decreased by five percent (5) for each salary grade that the employee is demoted; however, the employee's salary shall not be outside the salary range of the classification to which the employee is demoted. If the employee's salary still remains above the new range maximum, their salary will be adjusted to the new range maximum.

- (2) An employee who is involuntarily demoted shall not be entitled to a merit increase for at least one year.

(b) Involuntary Demotion – Organizational Change

- (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 organizational change shall still be entitled to annual merit increases, pursuant to 8.04-D2, provided that such increases do not put the employee over the maximum of their new salary range.

(c) Involuntary Demotion – Reduction In Force

(1) Any employee involuntarily demoted due to a reduction in force will be subject to §18.02-B2 and the requirements of that Section as to rate of pay and relocation.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/09

FOR THE DISTRICT:

Don Bailey

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 9: OVERTIME / COMPENSATORY TIME OFF

§9.02 B: Compensatory Time Off (CTO)

1. 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 Division EMT Member. 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.

2. Compounding Of Overtime/CTO Hours

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

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/09

FOR THE DISTRICT:

Don Bailey

DATE:

5/18/09

RT - AEA LABOR NEGOTIATIONS

AEA PROPOSAL #29

Subsection 10.01-A (New Language)

Medical Insurance Continuation for Dependents of a Deceased Employee

An Employee employed by the District who becomes deceased may have his/her medical insurance coverage for dependent(s) extended for two (2) calendar months immediately following the end of the month in which the employees' 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 this provision shall remain the same as if the employee was still an active employee.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

2/18/2009

FOR THE DISTRICT:

Van Bailey

DATE:

2/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 10: EMPLOYEE BENEFITS

§10.01 A: ~~Health And Welfare Coverage~~ Medical Insurance

The District provides a series of comprehensive health and welfare insurance coverages for each full-time employee and his or her eligible dependents as indicated below. All registered domestic partners, as described in the Domestic Partner Rights and Responsibilities Act of 2003, shall have the same rights, protections, and benefits as other employees.

1. Benefits Eligibility Defined

(a) Benefit Continuation

- (1) 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, and/or paid sick leave. Active service does not include any other hours paid for accrued benefits except those specifically mentioned above.
- (2) An employee must be in the Active Service of the District 88 hours or more in any one (1) calendar month to receive a benefit continuation for that month.
- (3) Any employee not actively working due to an industrial or non-industrial illness/injury, who is expected to return to active employment, as determined by a physician, will have his or her District paid health and welfare benefits continued by the District for a period of six (6) months (twenty-four 24) months if an industrial illness/injury) from the date of the injury or illness. At the conclusion of six (6) months (twenty-four (24) months if an industrial illness/injury), the employee may be eligible for continued coverage in accordance with the applicable provisions of state and federal law. Such continuation coverage shall be billed by the District on a monthly basis for the amount of the premium cost plus applicable administration fees. An employee not making his or her premium payment(s) will be dropped from coverage.

2. Dependent Eligibility Status

Dependent eligibility is limited to those individuals deemed "dependents" as defined by the respective group health benefit

~~plans. Internal Revenue Service (IRS) regulations, except as may otherwise be defined by the respective group health and welfare benefit plan.~~

~~Specific information regarding enrollment, eligibility, coverage, etc., can be obtained by contacting the Human Resources Department.~~

3. Hospital, Medical, And Surgical Insurance

- (a) ~~Effective April 1, 2005, June 1, 2009,~~ the District will contribute ninety-two percent (90~~2~~)% of the Health and Welfare Insurance Premium for each employee participating in the Kaiser Permanente Health Maintenance Organization and Health Net Medical Plans. The District shall pay their portion of the employee's medical insurance premiums at a level not to exceed the individual employee's status (e.g. individual employee, employee plus one dependent, and employee with two or more dependents). At that time, AEA member employees will begin paying eight ten percent (8~~10~~%) of their medical insurance premiums for the above health carriers through payroll deductions. The co-payment is not applicable to those employees participating in the Cash-in-Lieu Medical Program. The District will no longer be participating in Health and Medical Insurance provided through the Public Employees Medical and Health Care Act (PEMHCA).
- (b) Changes in the District health care coverage shall include the following:
- (1) ~~Effective April 1, 2005, June 1, 2009,~~ employees will begin paying a \$40~~15~~.00 co-payment for office visits.
 - (2) Effective April 1, 2005, employees will begin paying a \$10.00/\$15.00 co-payments for prescriptions.
 - (3) Effective June 1, 2009, prescription medication will be limited to a maximum supply of 30 days. Prescriptions will be filled using generic brands, unless otherwise noted by the treating physician. An employee preferring the name brand medication may purchase it by paying the difference between the name brand and generic alternative.
 - (4) ~~Effective April 1, 2005, June 1, 2009, Emergency Room visits employees will be gin paying \$1050.00. for Health Net Emergency Room visits. \$50.00 for Kaiser Emergency Room visits.~~

4. Dental Insurance

Dental Insurance is provided at no cost to a full-time employee and his or her spouse and eligible dependents. Coverage is through Delta Dental Service (DDS).

5. Life Insurance

Life Insurance, Accidental Death and Dismemberment is provided at no cost to a full-time employee, his or her spouse and eligible dependents. Coverage for the employee is for Fifty Thousand Dollars (\$50,000) and coverage for the spouse and eligible dependents is for One Thousand Dollars (\$1,000) (dependents under 6 months - \$100.00).

6. Supplemental Life Insurance

In addition to the District-provided coverage as specified above, supplemental life insurance is available as an option for each qualified full-time employee and his or her spouse and/or child(ren). Spousal coverage shall be limited to 50% of the employee's supplemental life insurance amount. The premium cost for this coverage, when elected by the employee, is paid by the employee through payroll deduction.

7. Vision Care

Vision Care Insurance is provided at no cost to each full-time employee, and his or her spouse and eligible dependents. There is a maximum Twenty Dollar (\$20.00) deductible per person per year for the coverage.

8. Long Term Disability

Long Term Disability (LTD) Insurance equivalent to coverage under Metlife, effective July 1, 2009, Standard Insurance Company, group policy number 564774-D, is provided at no cost to a full-time employee of the District.

9. Cash In Lieu Of Medical Coverage

~~Employees may elect to receive a monthly payment in lieu of medical insurance coverage. Eligibility is subject to the following terms and conditions:~~

- ~~(a) Each year during open enrollment (currently scheduled in October), an employee electing to participate in the cash in lieu of medical coverage program (Program) must submit~~

~~documentation showing that he or she is covered by medical insurance from a different source and shall sign a form stating that the employee declines District medical coverage. Employees in the Program need not re-enroll annually but are required to maintain their alternative insurance. Within fifteen days after RT's request, an employee must provide satisfactory documentation of the employee's continuing participation in a medical insurance plan in order to remain enrolled in the Program.~~

- ~~(b) Documentation of coverage and the signed form shall be collected and verified by the District. If the employee's medical coverage is verified by District and if the employee's District-provided medical coverage is dropped during open enrollment, then beginning with the first month following the enrollment period, the employee shall receive an amount equal to fifty per cent (50%) of the amount of the Kaiser Permanente Health Maintenance Organization (KPHMO) Plan employee-only rate in effect for the next plan year. This amount will be paid monthly with the paycheck issued on the 25th of each month beginning in the new plan year, which begins in January of each year. The payment will be stopped effective on the first day of the month during which District-provided medical coverage is reinstated by the employee as provided below.~~
- ~~(c) Generally, employees may end the cash for coverage program once a year during open enrollment. However, if an employee's medical coverage is discontinued after the open enrollment period, such an employee may re-enroll in District medical insurance if the employee: (i) completes and submits an enrollment application within thirty (30) days after losing coverage and (ii) meets the District's requirements for family status change. After an employee has enrolled in medical coverage, his/her participation will be continued year after year unless he or she elects to discontinue participation pursuant to (a) above.~~

(a) Description – This voluntary Cash in Lieu of Medical Coverage Program is available to all covered full-time employees. If you voluntarily elect to participate, you will forego medical insurance coverage, and will receive one-half of the cash value of the employee only Kaiser Plan medical premium, in your paycheck on the 25th of the month. This additional income is taxable and you must have medical insurance through some other source (e.g. your spouse or a previous employer).

(b) Eligible Employees – All full-time employees represented by the AEA.

- (c) New Hire/Annual Open Enrollment Period – Employees must enroll within 30 days of becoming eligible as a new hire. A copy of the form is available in the Human Resources Department. After an employee is enrolled in the program his/her participation continues year after year thereafter unless the employee elects to discontinue participation. Each year, during the annual open enrollment period (October 1st to October 31st), employees electing to participate in the Cash in lieu of Medical Coverage Program for the first time must enroll. Retroactive enrollments are not permissible. Once enrolled, you must remain in the Cash in lieu of Medical Coverage Program throughout the plan year unless you have a valid family status change as outlined in item number five (5).
- (d) Documentation – Although employees need not reenroll annually, they are required to maintain their alternative insurance. Should RT wish to verify their continuing participation in a medical insurance plan, an employee must provide satisfactory documentation of their participation within fifteen (15) days of RT's request.
- (e) Family Status Changes – Open Enrollment Period (October 1st through October 31st for all employees). You may not change or cancel your program during the plan year except for allowable family status changes as defined by IRS regulations.

Tentative Agreement

FOR THE AEA:



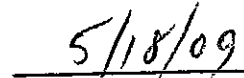
DATE:



FOR THE DISTRICT:



DATE:



RT – AEA LABOR NEGOTIATIONS

ARTICLE 10: EMPLOYEE BENEFITS§10.02 B: ~~Dependent Care Assistance Reimbursement Program~~ Flexible Spending Account1. General

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

2. Employee Eligibility

All salaried employees of RT may participate in this program. Employees will be eligible to participate in the plan on the 1st of the month following the completion of their 6-month probationary period.

3. Health Care Spending Account

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

4. Dependent Care Spending Account

If an employee has dependents that need care in order for the employee to work, the employee may use the Dependent Care Account to pay this cost with pre-tax dollars. Expenses must be for an eligible dependent as defined by Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses". An employee may contribute up to \$5,000 (\$2,500 if married and filing a separate return) annually.

5. Information on Program Details

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

1. General

~~The Dependent Care Assistance Reimbursement Program (DCAR) is a benefit that allows an employee to pay for his or her eligible dependent care expenses on a pretax, salary reduction basis. No federal or state taxes will be taken out. The employee can use this benefit to pay for dependent care that enables him or her and his or her spouse to be gainfully employed. Any amount withheld from the employee's earnings for the DCAR is not allowed to be taken on the income tax credit for child and dependent care expenses. If the employee plans to use a combination of the DCAR and the Dependent Care Tax Credit, the amount by which he or she elects to reduce his or her taxable salary will reduce dollar for dollar the amount of the tax credit that would otherwise be available to him or her.~~

2. Employee Eligibility

~~All salaried employees working in Board authorized classifications and positions of the District may participate in this program.~~

3. Dependent Eligibility

~~For purposes of applying this program, eligible employee dependents of salaried employees include:~~

- ~~(a) A child under age thirteen (13) who is in the employee's custody and whom the employee claims as a dependent on his or her tax return.~~
- ~~(b) A disabled spouse.~~
- ~~(c) A dependent relative (such as parent, sibling, in law) who is incapable of self care, and whom the employee claims as a dependent on his or her tax return (or could claim except for dependent's income).~~
- ~~(d) It is the employee's responsibility to make sure that expenses submitted for reimbursement from the DCAR 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.~~

4. Payroll Deduction Limitation

- ~~(a) An employee electing to participate in the Program shall complete a Dependent Care Assistance Payroll Deduction Authorization Form specifying the yearly amount to be deducted and authorizing the District to withhold the designated amount. The annual amount specified shall be based upon a calendar year and divided by 24, with the resulting amount to be taken out of the employee's semi-monthly paycheck.~~
- ~~(b) An employee may contribute up to his or her total earned income or his or her spouse's total earned income, whichever is less, to a maximum of \$5,000.00 (\$2,500.00 maximum if married and filing a separate return). If the spouse is a student or incapable of self care, the employee may be eligible for a higher withholding and should consult a professional tax advisor.~~

5. Enrollment, Changes, Cancellation

- ~~(a) Enrollment period for this Program shall be from October 1 through October 31 of each year. In order to enroll, an employee must fill out and turn in to the Human Resources Department a Dependent Care Assistance Payroll Deduction Authorization Form. The deduction will begin the first payday in the following January. The plan year is from January 1 through December 31 and the enrollment period coincides with the annual enrollment period for medical insurance. The employee must enroll for each plan year in which he or she wishes to participate. New employees will have thirty (30) days from the date of hire to enroll.~~
- ~~(b) When an employee has a qualifying family status change, he or she will have thirty (30) days from the date of that change in which to enroll, change or cancel his or her participation. A family status change, as defined by the IRS, includes and is limited to: marriage, divorce, death of a spouse, death of a child, birth or adoption of a child, or termination of a spouse's employment.~~
- ~~(c) Family status changes also include a spouse starting to work, either the employee or his or her spouse changing from full time to part time or part time to full time status, or either the employee or his or her spouse going on an unpaid leave of absence.~~

6. Reimbursable Dependent Care Expenses

~~(a) Dependent care expenses will be allowed provided they meet the following conditions of the Internal Revenue Service Code Sections 21, 129 and H.R. 1720:~~

- ~~(1) Dependent care must be necessary for an employee's employment (and if married, spouse's employment). If the employee is divorced or separated and filing a separate tax return, he or she may enroll if: a) an eligible dependent lives in his or her home for more than half the year; b) the employee pays more than half the cost of maintaining a household; and c) a spouse did not live with the employee and the eligible dependent during the last six (6) months of the tax year.~~
- ~~(2) Qualified care may be provided in the employee's home, in the home of another, or a qualified day care center. A day care center that cares for six (6) or more dependents who do not live there must comply with all state and local licensing laws and applicable regulations of the locality.~~
- ~~(3) An employee is not allowed to claim expenses for dependent care if that care is provided by: a) his or her child under age nineteen (19); b) someone the employee claims as a dependent for tax purposes; or c) the employee's spouse.~~
- ~~(4) The employee must indicate on his or her tax return the correct name, address and taxpayer identification number (TIN) of the dependent care provider in order to have the dependent care expenses excluded from your taxable income or to claim the credit.~~
- ~~(5) Not more than once a month, employees may submit their paid receipt(s) for dependent care expenses to the Finance Department for reimbursement. Once an employee has had withheld an amount equal to the specified amount, no further payroll deduction will be made until such time as another Dependent Care Assistance Payroll Deduction Authorization Form has been executed and submitted to the Human Resources Department.~~

7. Leaving Employment

~~An employee leaving the employ of the District for any reason and having an unused account balance shall be paid for such balance with his or her final pay. Such payment shall be considered earned income and taxed accordingly.~~

Tentative Agreement

FOR THE AEA:

Elaine Janchey

DATE:

5/18/2009

FOR THE DISTRICT:

Don Bailey

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 10: EMPLOYEE BENEFITS

§10.03 C: Education Assistance And Reimbursement Program

General Authority

RT provides financial assistance for formal education for all employees. The primary purpose of this program is for employees to attain a degree, or to enhance knowledge, skills or abilities necessary in 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.

1. Tuition Reimbursement

Reimbursement of expenses for approved courses(s) are conditioned upon the following:

- (a) Submittal of receipts for expenses of books, tuition, and/or lab fees; and
- (b) An official grade report (official transcript) of a grade of "C" or better.
- (c) 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 1st through June 30th), per person, with the per-unit cost to be reimbursed at a cost not to exceed One Hundred Seventy-Five (\$175). Please note that available funds for Education Reimbursement are limited to the budgeted amount each fiscal year.

2. Employee 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;
 - (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) The Department Manager's/Director's signature is required before forwarding the Request for Education Reimbursement form to the Human Resources Department.

3. 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 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.

1. General Authority

~~The District provides financial assistance for formal education, which is made available to full time employees, including bargaining unit employees, of the District within the terms of the Education Assistance Reimbursement Program (Program) and budget constraints adopted by the Board of Directors. The District also uses this program to reimburse an employee for eligible expenses incurred while attending school, seminars or workshops for the purpose of increasing knowledge in his or her career fields.~~

2. Purpose And Scope

~~This program defines the form of educational assistance available and the guidelines for participation in the Program. It also outlines the appropriate steps to take in processing all related forms.~~

3. Eligibility

~~(f) The Education Reimbursement Program is available to full time employees who have been employed by the District for no less than one full year. An employee receiving tuition aid from other sources, e.g., GI Bill, Guaranteed Student Loans, and scholarships, are not eligible for the District program.~~

~~(g) 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.~~

~~(h) Expenses incurred for general education courses that are a requisite for an approved degree or certification are eligible for reimbursement.~~

~~(i) All requests for education reimbursement must be considered by the employee's Department Manager/Director and submitted to the Human Resources Department during the budget preparation. Such requests shall not be unreasonably denied. The final approval of educational reimbursement lies within the training budget maintained by the Human Resources Department as approved by the Board of Directors.~~

4. Definitions

~~(a) Formal Education~~

~~The purpose of formal education is to obtain a degree or academic certification, or to enhance knowledge, skill or ability necessary in the performance of one's job, or to attain a career development objective within the District.~~

~~(b) Guidelines~~

~~Course work must be taken from an accredited college, university, or correspondence school that awards formal college credits. Further, such courses should be undertaken only during non-work hours. Individual exceptions to this policy must be approved in advance by the employee's Department Manager/Director and the EMT Member of the appropriate division.~~

5. Responsibilities

~~It is the employee's responsibility:~~

- ~~(a) To complete all required Human Resources Department forms and provide the necessary documentation to request tuition reimbursement; and~~
- ~~(b) To provide the District with a transcript of grades (grade of "C" or better) and receipt(s) for all expenses for which reimbursement is sought and are eligible under this policy.~~
- ~~(c) To reimburse the District should the terms and conditions of the District reimbursement program not be fulfilled by the employee.~~

6. Procedures

- ~~(a) An employee applying for consideration under the Program must complete and sign a Request For Education Reimbursement. The form also must be signed by the employee's Department Manager/Director or EMT Member.~~
- ~~(b) The completed Application must be forwarded to the Human Resources Department for review and acceptance or non-acceptance into the Program.~~
- ~~(c) After an employee is approved for acceptance into the Program, he or she must complete and forward to the Human Resources Department a request for reimbursement. An official Grade Report (transcript) and receipts for books and registration fees must be attached to the request. No tuition reimbursement will~~

~~be made to an employee if he or she receives a grade below "C" or does not receive a passing score in a certificated program for any course work undertaken.~~

~~(d) An employee participating in this Program may be required to submit a program evaluation following the completion of the course. An employee may also be required to present a mini-seminar or in-house workshop for the benefit of other District employees.~~

7. Tuition Reimbursement

~~(a) District reimbursement of tuition and fees for college courses for which formal credits are awarded may also include expenses directly related to completion of the course work such as textbooks and laboratory fees. Expenses such as pencils, paper, pens, and parking fees are not reimbursable.~~

~~(b) Tuition assistance is not available to employees on a leave of absence unless the leave was approved specifically to attend school.~~

8. Maximum Benefit Amounts

~~Reimbursement for all expenses under this program shall not exceed One Thousand Seven Hundred Fifty Dollars (\$1,750.00) in aggregate per fiscal year, per person, with the per unit cost to be reimbursed at a cost not to exceed One Hundred Seventy five Dollars (\$175.00).~~

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/2009

FOR THE DISTRICT:

Don Biele

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 10: EMPLOYEE BENEFITS

§10.05 E: Transit Pass

1. Employee Eligibility

- (a) An employee shall be eligible upon employment to receive a Transit Pass for himself or herself and his or her dependent(s). ~~The pass is honored for transportation on District buses and light rail vehicles during normal hours of operation.~~ The spouse and dependent children of a regular employee shall receive a Transit Pass for free transportation over all lines operated by the District. The Pass(es) will be issued within 15 days following the employee's submission of the required application form(s).
- (b) An employee hired on a temporary employment basis pursuant to Article 5 shall be eligible for a Transit Pass upon his or her employment. The Pass is honored for transportation on District buses and light rail vehicles during normal hours of operation.

2. Dependent Eligibility

- (a) Spouse: An employee's spouse shall receive a Transit Pass, which shall be honored under the same conditions as employee's.
- (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: ~~Dependents 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. ✓

3. 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.

4. Forfeiture Of The Transit Pass

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.

5. 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 himself/herself and members of the family.

6. 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 2b above. Disabled dependent children of a retiree shall receive the benefit of a Transit Pass for the rest of their lives.

7. Route Checkers And Personal Services Contract Employees

Individuals employed by the District not eligible for a Transit Pass as defined above, whose job requires them to ride a bus, light rail vehicle or tram in the performance of their duties, shall receive a Transit Pass for use on the job. Dependents of such employees are not eligible for a pass.

8. Contract Employees

This employee's transit pass will expire at the end of their contractual term.

9. The District Transit Pass Policy

The District Transit Pass Policy is set forth in Standard Operating Procedure (SOP) ~~HR-93-208~~ HR-SOP-93-008 which is issued and updated from time to time by the District. Copies of the SOP are available upon request at the Human Resources Department.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/2009

FOR THE DISTRICT:

Don Bailey

DATE:

5/18/09

RT - AEA LABOR NEGOTIATIONS

AEA PROPOSAL #12

ARTICLE 11: HOLIDAYS AND VACATIONS

§11.01 A: Holidays

4. Birthday Holidays

The Birthday Holiday will normally be scheduled on the employee's actual birthday or on any workday during the calendar year. ~~within a 30-day period preceding or following the birthday. A supervisor may, however, limit the number of employees off on paid leave on any given day. Under this circumstance, the employee and supervisor may select a mutually acceptable Birthday Holiday day off outside the 30-day period specified herein.~~

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

2/18/2009

FOR THE DISTRICT:

[Signature]

DATE:

2/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 12: LEAVES OF ABSENCE

§12.02 B: Reinstatement

Upon the employee's return to work after a leave of absence, he or she will be reinstated to his or her former position and working conditions except when there has been a reduction in force or his or her position has been eliminated during the leave pursuant to Article 18, Reduction Force.

Tentative Agreement

FOR THE AEA:

Elain Sanchez

DATE:

5/18/2009

FOR THE DISTRICT:

Don Bailey

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

DISTRICT PROPOSAL #9

ARTICLE 12: LEAVES OF ABSENCE

§12.03 C: Paid Leaves Of Absence

1. Sick Leave

(h) Sick Leave To Deferred Compensation Or Cash Payment

(3) By January 15 ~~December 31~~ 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. Eligible employees will have until the end of the following February in which to fill out RT's form notifying the Payroll Department in writing of the number of hours (up to the limit expressed above), if any, he or she desires to convert to cash.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

2/18/2009

FOR THE DISTRICT:

Dayberry

DATE:

2/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 12: LEAVES OF ABSENCE§12.03 C: Paid Leaves Of Absence2. Supplemental Sick Leave(a) Purpose

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

(b) Catastrophic Illness Or Injury Defined

A serious/extended illness or injury which is expected to incapacitate the employee and which creates a financial hardship because the employee has exhausted all of his/her sick leave and other leave credits. Catastrophic illness or injury may also include an incapacitated 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 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.

(c) Eligibility

(1) Salaried

Any employee is eligible to participate in this program, as a donor or recipient except as follows:

- a. A salaried employee shall not be eligible to donate accrued sick leave if his or her accrued sick leave balance would decline below forty (40) hours after making such a donation.

(d) Benefit Disbursement Conditions

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

- a. The employee or his or her family member is terminally ill, as diagnosed by a licensed physician, and the prognosis is for a continued life span of twelve (12) ~~six (6)~~ months or less, including time spent at death of the terminally ill person; or
- b. The employee or his or her family member has been involved in a life-threatening or other catastrophic occurrence which requires immediate care by the recipient; and
- c. A Supplemental Paid Sick Leave Account shall be limited to no more than 2 accounts during a rolling 12 month period ~~has not been established and/or maintained for the recipient in the preceding 12-consecutive month period; and~~
- d. A Supplemental Paid Sick Leave Account may not fund more than twenty-one (21) days (168 hours) of paid leave based upon the recipient employee's current salary; and
- e. A Supplemental Paid 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.

(e) Participation

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

(f) Definitions

- (1) Donor: Donor means an eligible salaried employee who transfers his or her paid leave to an account maintained for the benefit of an eligible recipient. A donor may transfer up to a maximum of two (2) days (16 hours) of paid leave to each Supplemental Sick Leave Account.
- (2) Immediate Family Members: An immediate family member means a person who would be eligible for dependent coverage under any of the health plans offered by the District.
- (3) Paid Leave: Paid leave means an employee's accrued sick leave, accrued vacation and accrued floating holidays.
- (4) Recipient: Recipient means an eligible salaried employee who meets the conditions precedent to the establishment of a Supplemental Paid Sick Leave Account for the benefit of that employee (§12.03-C,2)

(g) Establishment Of Supplemental Sick Leave Account

- (1) The Human Resources Department shall circulate a memorandum to EMT Members and Department Managers/Directors when the conditions for establishment of a Supplemental Paid Sick Leave Account have been met. This determination shall be approved in advance by the District's General Manager/CEO. Donors who wish to transfer paid leave may do so by completing the approved form maintained by the Human Resources Department. The Human Resources Department may, at the request of the donor, reveal the name of the donor. The donor form used by the Human Resources Department shall contain a declaration by the donor to the effect that the donation is to remain anonymous or the donor grants permission to reveal his or her name to the recipient. The Human Resources

Department shall notify the Payroll Department of the recipient's name and the paid leave transfers that have been authorized, and the Payroll Department shall establish an appropriate account and code for this purpose.

- (2) The Human Resources Department shall notify the recipient that a Supplemental Paid Sick Leave Account has been established pursuant to this program for the recipient's benefit. The recipient shall be instructed to record approved leave on the recipient's Employee Payroll Time Record as paid sick leave. If donor transfers of paid leave time exceed the amount required to fully fund a Supplemental Paid Sick Leave Account, the Human Resources Department shall process only the number of authorizations required to reach the full funding level. Those authorizations received first shall be processed first. If a Supplemental Paid Sick Leave Account is not depleted, the remaining funds shall be held by the District for the account of the next eligible recipient.
- (3) A donation may only be made one time per donor for each occurrence in which a supplemental sick leave account has been established. That donation will only be accepted if it is submitted to the Human Resources Department within thirty (30) calendar days of the establishment of the Supplemental Sick Leave Account.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/09

FOR THE DISTRICT:

David Bailey

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 12: LEAVES OF ABSENCE

§12.03 C: Paid Leaves Of Absence

5. Military Leave

~~If an employee is a member of a reserve component of the Armed Forces of the United States and is ordered into active Military Duty or Training Encampment, he or she shall be granted Military Leave according to applicable federal and state law.~~

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

- (a) 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.
- (b) 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.
- (c) 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.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/09

FOR THE DISTRICT:

David Bailey

DATE:

5/18/09

ERD 5/7/09

Page 1 of 1

RT – AEA LABOR NEGOTIATIONS

ARTICLE 12: LEAVES OF ABSENCE

§12.04 D: Unpaid Leaves Of Absence

An employee may be granted a leave of absence without pay upon the employee's specific written request and with the prior written approval of the Department Manager/Director as follows:

1. Medical Leave

(a) Long Term Illness/Injury

- (1) If an employee is injured or becomes ill and will be off work in excess of ~~ten (10)~~ three (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 ~~ten (10)~~ working days unless other reporting arrangements have been approved.
- (2) If an employee is off work due to a medical leave and does not present a valid medical release to active work within ~~twenty-four (24)~~ eighteen (18) months, he or she shall be subject to termination of employment.
- (3) If an employee is off work due to a medical leave and presents a valid medical release for full active duty within ~~twenty-four (24)~~ eighteen (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 fifteen (15) calendar days, he or she will continue to accumulate time against the original ~~twenty-four (24)~~ eighteen (18) month maximum leave of absence time limit. However, if the employee presents medical documentation showing that subsequent time off was due to an illness or injury unrelated to the original leave, a new ~~twenty-four (24)~~ eighteen (18) month time period will be granted.

- (4) The employee must notify their Supervisor the District immediately upon receipt of a valid medical release for duty and must be available to return to work as assigned within five (5) calendar days from date of such release, on the next regularly scheduled workday following the date of such release.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/09

FOR THE DISTRICT:

Don Baile

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 12: LEAVES OF ABSENCE

§12.04 D: Unpaid Leaves Of Absence

2. Family And Medical Care Leave Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA)

~~(a) Leave may be granted to an employee with at least 1,250 hours of service during the previous twelve (12) month period for:~~

~~(1) The birth of a child of the employee; the placement of a child with the employee in connection with the adoption or foster care placement of the child (leave for these reasons must be taken within the twelve (12) month period following the child's birth or placement with the employee); or~~

~~(2) 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 makes him or her unable to work at all or unable to perform any one or more of the essential functions of his or her position, except for disability caused by pregnancy, childbirth or related medical condition.~~

~~(b) Family and Medical Care Leave shall not exceed twelve (12) weeks in any twelve (12) month period. The employee may be allowed to take intermittent leave at a minimum increment of a quarter hour for recurring medical treatment certified by a Health Care Provider.~~

~~(c) Family and Medical Care Leave following the birth or placement of a child shall be limited to a total of twelve (12) workweeks in a twelve month period for both parents if both are employed by the District. Said twelve (12) workweek period may be divided between both parents.~~

~~(d) It is the intent of the District to comply with all applicable laws and regulations. If an employee is interested in further information regarding eligibility for Family and Medical Care Leave, he or she may contact the Employee Relations Department.~~

It is the District's policy to grant unpaid leave to eligible employees with serious medical conditions in accordance with the federal Family and Medical Leave Act of 1993 (FMLA) and California Family Rights Act (CFRA). Questions should be directed to the Human Resources Department.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/09

FOR THE DISTRICT:

Alan Baker

DATE:

5/18/09

RT - AEA LABOR NEGOTIATIONS

ARTICLE 12: LEAVES OF ABSENCE

§12.04 D: Unpaid Leaves Of Absence

3. Pregnancy Disability Leave

~~(a) Pregnancy Disability Leave is governed by California Government Code. If an employee is disabled because of pregnancy, childbirth or related conditions, he or she may take a Pregnancy Disability Leave of up to four (4) months, plus the twelve workweek Family Medical Leave Act (FMLA), depending on her actual period of disability, and medical leave as provided for under §12.04 D1 above herein, to which the employee may be entitled.~~

~~(b) It is the intent of the District to comply with all applicable laws and regulations. If an employee is interested in further information regarding eligibility for Pregnancy Disability Leave, she may contact the Employee Relations Department.~~

It is the District's policy to grant unpaid leave to eligible employees with serious medical conditions in accordance with the California Pregnancy Disability Act (PDL). Questions should be directed to the Human Resources Department.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/2009

FOR THE DISTRICT:

Van Parker

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 12: LEAVES OF ABSENCE

§12.04 D: Unpaid Leaves Of Absence

8. California Paid Family Leave

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

9. California State Disability Insurance

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 an illness, injury, either physically or mentally, elective surgery, pregnancy, childbirth, or related medical conditions, that prevents him/her from performing his/her regular job duties, may submit a claim form to EDD for payable of partial wage replacement benefits. For on the job injuries/illnesses, employee must contact the Risk Management department and to file a claim.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/2009

FOR THE DISTRICT:

David Bailey

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 13: UNIFORMS

§13.01 A: Uniform Requirement

1. Police Services Department

Employees of the Police Services Department employed in the classification of Transit Officer Supervisor shall wear a District-approved uniform while on duty.

2. Operations / Facilities Division Personnel Maintenance Department (Bus and Light Rail)

Employees of the ~~Maintenance Department~~ employed in the classifications of Bus Maintenance Supervisor, Facilities Maintenance Supervisor, Light Rail Vehicle Maintenance Supervisor, and Wayside Maintenance Supervisor shall wear a District-approved uniform while on duty.

~~3. Planning Department~~

~~Employees of the Planning Department employed in the classifications of Service Analyst and Route Check Supervisor shall wear a District-approved uniform while on duty.~~

3. RT Logo

All approved uniforms must display the RT logo so personnel may be recognized by RT passengers.

§13.02 B: Uniform Maintenance

1. Uniform Allowance

(a) Employees employed in the following job classifications shall receive the Uniform Maintenance Allowance specified below:

<u>Classification(s)</u>	<u>Uniform Allowance</u>
Route-Check Supervisor	\$155.00
LRV Maintenance Supervisor	\$155.00
Wayside Maintenance Supervisor	\$155.00
<u>Facilities Supervisor</u>	<u>\$155.00</u>

(b) Uniform Maintenance Allowance Procedure

An employee who is newly hired, promoted, transferred, or demoted into a classification requiring a uniform shall, upon completion of the probationary period, be entitled to a Uniform Maintenance Allowance Reimbursement equal to two (2) times the amount specified above, payable with the first regular paycheck after completion of probation. Beginning in March, following two (2) years of employment in the new classification, the employee shall receive the appropriate uniform allowance on an annual basis. The annual Uniform Maintenance Allowance shall be payable in the first regular paycheck each March.

2. Uniform Voucher System

An employee who is employed in the job classification of Transit Officer Supervisor shall be eligible to participate in the uniform voucher system as specified herein.

- (a) Upon employment in one of the job classifications listed above, the employee shall receive a basic core uniform for such classification consisting of the following:

5 Shirts	1 Tie
4 Pants	1 additional item of employees choice
1 Jacket	except the basic uniform jacket.
1 Belt	

An employee failing to complete his or her probationary period must return all issued uniform items to the District.

- (b) Long or short-sleeved shirts may be worn at any time of the year. However, for special events, the District may require employees to wear formal attire, which is defined as slacks with a long-sleeve shirt and tie.
- (c) On March 1 of each year, each employee employed in one of the above-listed job classifications will receive five vouchers that may be used to augment his or her uniform items. Vouchers may not be used to obtain jackets.
- (d) The District will maintain a list of approved optional uniform items. Employees may purchase these items and use vouchers.

3. Bus Maintenance Supervisor

An employee employed in the job classification of Maintenance Supervisor (bus), requiring a uniform, shall be provided the uniform and laundry service at no expense to the employee.

4. New Job Classification

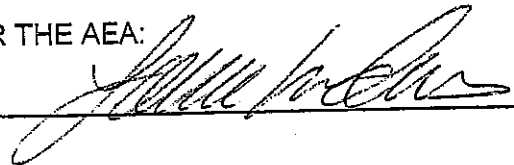
New job classifications established by the District and which require a uniform shall be subject to the provisions of this section.

5. On-Duty Uniform Damage

The District will replace or repair required uniform items that are damaged or soiled beyond wearability, which occurs in the performance of one's regular duties. If a uniform needs to be replaced, the District will deduct from the cost of the new uniform the depreciated value of the uniform that is being replaced.

Tentative Agreement

FOR THE AEA:



DATE:

5/22/09

FOR THE DISTRICT:



DATE:

5/21/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 17: EMPLOYER / EMPLOYEE ORGANIZATION RELATIONS

§17.02 B: Definitions

As used in this Article, the following terms shall have the meanings indicated:

1. Appropriate Unit: means a unit of employee classes or positions, established pursuant to §17.05 hereof.
2. District: means the Sacramento Regional Transit District and, where appropriate herein, refers to the Board of Directors or any duly authorized Board representative as herein defined.
3. Confidential Employee: means those employees who, in the regular course of their duties are required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. ~~for labor relations purposes, the term Confidential Employee is defined under applicable State and Federal labor laws, statutes and regulations. Confidential employee includes, but is not limited to, anyone working in a classification within the Employee Relations Department, as Executive Assistant, Clerk to the Board or as a Staff Attorney (Attorney I, II & III).~~
4. Consult In Good Faith: means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counter-proposals in an endeavor to reach agreement, nor is it subject to §17.13 hereof.
5. Day: means calendar day unless expressly stated otherwise.
6. Labor Relations Officer: means the District General Manager/CEO or his or her duly authorized representative.
7. Impasse: means that the representatives of the District and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters, to be included in a Memorandum of Agreement and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

8. Management Employees means ~~anyone employed in a General Pay Family classification at Grade 17 or higher. are identified as having significant responsibility for the formulation of program objectives and/or formulate, determine, or effectuate the District's policies and procedures in accomplishing program objectives.~~ ^{to}
9. Proof Of Employee Support means: 1) an authorization card recently signed and personally dated by an employee; or 2) a verified authorization petition or petitions recently signed and personally dated by an employee; or 3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization, which shall be considered as proof of employee support hereunder, shall be the authorization last signed by an employee. The words "recently signed" shall mean within one hundred eighty (180) days prior to the filing of a petition.
10. Exclusively Recognized Employee Organization: means an employee organization that has been formally acknowledged by the District as the sole employee organization that represents the employees in an appropriate representation unit pursuant to §17.05.
11. Supervisory Employee means any employee having authority, in the interest of the District, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/09

FOR THE DISTRICT:

Wendy Taylor

DATE:

5/18/09

RT - AEA LABOR NEGOTIATIONS

AEA PROPOSAL #23

ARTICLE 17: EMPLOYER / EMPLOYEE ORGANIZATION RELATIONS

§17.05 E: Representation Proceedings: Filing Of Recognition Petition By Employee Organization

1.

- (h) A statement that the employee organization has no restriction on membership based on applicable laws because of race, color, creed, sex, national origin, age, religion, ancestry, marital status, sexual orientation, political affiliation, Vietnam era veteran status, or physical disability or otherwise included in a disadvantaged group.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

2/18/2009

FOR THE DISTRICT:

Don Bailey

DATE:

2/18/09

RT – AEA LABOR NEGOTIATIONS

ARTICLE 19: RETIRED EMPLOYEE AND DEPENDENT HEALTH AND WELFARE BENEFITS

§19.01 A: Employee Hired Prior To January 1, 1994

An employee hired prior to January 1, 1994, shall be eligible for health and welfare benefits at retirement as follows:

1. Retirement Prior To August 1, 1994

Employees retired under the provisions of the Salaried Employee Retirement Plan prior to August 1, 1994, shall continue to receive their District paid health and welfare benefits for themselves and their dependents(s) for life.

2. Retirement On Or After August 1, 1994

- (a) Employees who were hired on or before December 31, 1993, and who retire under the provisions of the Salaried Employee Retirement Plan on or after August 1, 1994, and before January 1, 2008, shall receive a District-paid health and welfare (Medical, Dental, Life) allowance for himself/herself, for life. 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 3 below. The retiree's share of the cost for such coverage shall be deducted semi-monthly from the retiree's retirement benefits. in an amount equal to the group rate provided to active employees.
- (b) An employee of the District who retires under the provisions of the Salaried Employees Retirement Plan on or after January 1, 2008, through June 15, 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 8% of the monthly Medical Health and Welfare 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 3 below. The retiree's share of the cost for such coverage shall be deducted semi-monthly from the retiree's retirement benefits. in order to maintain health and welfare benefits coverage upon retirement. The retiree's share of the premium cost for such coverage shall be deducted from the retiree's monthly retirement benefits.

(c) 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 10% of the monthly Health and Welfare 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 3 below. The retiree's share of the cost for such coverage shall be deducted semi-monthly from the retiree's retirement benefits. ~~the premium cost for such coverage shall be deducted from the retiree's monthly retirement benefits.~~

3. Dependent Medical Allowance For Employee Retirement On Or After August 1, 1994

(a) The retired employee's dependents shall receive an allowance based upon a percentage equated to the completed years of service of the employee, prior to retirement (see table below), applied to the allowance for dependent benefits ~~incurred by the District, provided to active salaried employees.~~ When the retiree and/or his or her dependent attains the age of 65 or Medicare eligibility, whichever comes first, the medical portion of the allowance shall be based upon the applicable Supplemental Medicare Insurance.

(b) A retired employee may apply his or her allowance to any medical insurance ~~provided~~ available through the Kaiser Permanente and Health Net Medical Plans; however, costs in excess of the allowance provided ~~above~~ shall be borne by the retiree by semi-monthly deductions from his or her monthly retirement benefit.

(c) This allowance may not be used for any purpose other than that provided in this Section. The allowance shall be in accordance with the following table:

Length of Service of the Retiree	Percentage of District Paid Premium Toward Dependent Medical Coverage
10 years	50%
11 years	55%
12 years	60%
13 years	70%
14 years	80%
15 years	100%

4. Retirement After December 31, 2007

~~Employees retiring under the provisions of the Salaried Employee Retirement Plan on or after December 31, 2007, shall receive a District-paid health and welfare (Medical, Dental, Life) allowance for himself/herself, for life in the same amount provided to active salaried employees as noted in §19.01A2(a) above, except that they will be responsible for contributing the same percentage toward payment of the health insurance premium as any active employee.~~

§19.02 B: Employee Hired After December 31, 1993

An employee hired after December 31, 1993, shall be eligible for health and welfare benefits at retirement as follows:

1. ~~An employee of the District hired on or after January 1, 1994, and who subsequently retires under the provisions of the Salaried Employee Retirement Plan on or before December 31, 2007 shall be entitled to continued District-paid health and welfare benefits (medical, dental, life) for the retired employee only. 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 monthly retirement benefits.~~
2. An employee of the District who retires under the provisions of the Salaried Employees Retirement Plan on or after January 1, 2008, through June 15, 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 8% of the monthly Health and Welfare 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 monthly retirement benefits. The retiree's share of the premium cost for such coverage shall be deducted from the retiree's monthly retirement benefits.
3. 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 10% of the monthly Health and Welfare 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 monthly retirement benefits. The retiree's share of the premium cost for such coverage shall be deducted from the retiree's monthly retirement benefits.

§19.03 C: Changes In Retiree Health Care Coverage

- (a) Changes in the District health care coverage shall include the following:
- (1) Effective June 1, 2009, employees will begin paying a \$15.00 co-payment for office visits.
 - (2) Effective April 1, 2005, employees will begin paying a \$10.00/\$15.00 co-payments for prescriptions.
 - (3) Effective June 1, 2009, prescription medication will be limited to a maximum supply of 30 days. Prescriptions will be filled using generic brands, unless otherwise noted by the treating physician. An employee preferring the name brand medication may purchase it by paying the difference between the name brand and generic alternative.
 - (4) Effective June 1, 2009, Emergency Room visits will be \$50.00.

§19.04 D: Leaving Employment Other Than For Retirement


An employee vested under the provisions of the District Salaried Employee Retirement Plan and leaving the District for any reason other than for retirement shall not be eligible to receive Health and Welfare Insurance coverage except as provided in §19.05 below.

§19.05 E: Conflict Of Law

Nothing contained in this Section shall be construed so as to conflict with applicable state or federal law.

Tentative Agreement

FOR THE AEA:



DATE:

5/22/09

FOR THE DISTRICT:



DATE:

5/22/09

RT – AEA LABOR NEGOTIATIONS

AEA PROPOSAL #26

ARTICLE 20 – Compensation for Retirement Board Members (new provision)

Section 1. Compensation for Retirement Board Members

An employee serving as a member of the AEA Retirement Board will be compensated at his or her regular salary (or 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.

Section 2. Flex Scheduling for Attendance

~~An employee serving as a Member of the RT – AEA 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.~~

Tentative Agreement:

For RT: *David Bailey*

Date: *2/18/09*

For AEA: *Edna Sanchez*

Date: *2/18/2009*

RT – AEA Negotiations

AEA Proposal #25

ARTICLE 21 – Retirement Plan (New Provision)

Section 1. 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.

Section 2. Except by mutual agreement, the terms and conditions of the Retirement Plan shall not be subject to amendment or change prior to _____. 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 or at any other time mutually agreed upon by the Parties.

Tentative Agreement:

For RT: *[Signature]*

Date: 2/18/09

For AEA: *[Signature]*

Date: 2/18/2009

RT – AEA LABOR NEGOTIATIONS

AEA PROPOSAL #48

Retirement Plan

SURVIVOR BENEFIT

1.1 Whenever a Member of this Plan who is in the employ of the Employer dies, his or her survivors shall be entitled to a Survivor Benefit, as defined below, subject to the following conditions:

(a) that the decedent Member had at least five (5) Years of Service at the time of death; and,

(b) that the decedent Member had not yet retired or otherwise terminated employment with the Employer.

1.2 In order to be eligible for the Survivor Benefit, the survivor must be the Spouse, Registered Domestic Partner or natural or adopted minor dependent child of the Member and must meet the following qualifications:

(a) Spouse or Registered Domestic Partner:

(1) For a surviving Spouse, the marriage must have been in existence at the time of death.

(2) For a surviving Registered Domestic Partner, he or she must have been in a Registered Domestic Partnership with the decedent at the time of decedent's death.

(3) A Spouse or Registered Domestic Partner shall be eligible to receive the benefits permitted by this Section for the remainder of his or her life.

(b) Natural or adopted minor dependent child:

(1) A natural or adopted dependent child shall be eligible to receive the Survivor Benefit in the absence of an eligible Spouse or Registered Domestic Partner of the decedent Member, including where the Spouse or Registered Domestic Partner has died, prior to the attainment of 21 years of age by said minor adopted or natural dependent.

(2) The minor child must have actually been receiving support from the deceased Member prior to the Member's death. All eligible minor dependent children of the deceased Member shall be entitled to an equal share of that pension to which the Spouse or Registered Domestic Partner would be entitled. As each dependent minor child becomes 21 years of age, marries or dies, his or her portion shall lapse, such remaining natural or adopted minor children to receive only that portion of the allowance to which they were entitled at time eligibility was determined.

(3) The Survivor Benefit shall continue until the last month prior to the death or death, marriage or attainment of 21 years of age of any natural or adopted minor child of the deceased Member.

1.3 The Survivor Benefit shall begin on the first day of the month following the month in which the Member's death occurs and shall be payable monthly on the same dates and in the same manner as the Employer issues its payroll to active Members. The Survivor Benefit for the month in which the death occurs shall be pro-rated from the death of the Member based upon the number of working days in that month.

1.4 An eligible survivor may claim the Survivor Benefit by submitting to the Retirement Board proof of eligibility together with a certified copy of a death certificate of the deceased Member. Claimant may be required to supply additional information or documentation at the request of the Retirement Board. This information is to be used to establish initial and continuing eligibility. *Prima facie* eligibility shall be established:

(a) by a Spouse of the decedent Member by a valid certificate of marriage;

(b) by a dependent minor child by a valid birth certificate or decree of adoption; and

(c) by a Registered Domestic Partner of the decedent Member by a Declaration of Domestic Partnership registered in the manner set forth under section 298 of the Family Code.

In the case of contested eligibility, the claimants shall be required to acquire a judicial determination at no cost to the Employer or the Retirement Fund.

1.5 The Survivor's Benefit shall, subject to the provisions relating to vesting in Article VII below, be the Actuarial Equivalent of the amount to which the decedent Member would have been entitled under Article V and the applicable Appendix of this Plan had the Member retired on the day preceding his or her death. With respect to a Member who was not yet entitled to retire under the terms of the Plan, the Survivor's Benefit shall be determined by using the lowest applicable percentage multiplier set forth in Article V (which multiplier shall be determined based on the Member's Years of Service and/or age at the date of death). If, based on such Member's Years of Service

and age at time of death there is no applicable percentage multiplier, then the multiplier shall be the lowest multiplier in effect at the Member's date of death, based on whether the Member was an AEA, AFSCME or MCEG Employee. This amount shall be divided among dependent minor children equally in the absence of an eligible Spouse or Registered Domestic Partner as set forth above.

Tentative Agreement

FOR THE AEA:

Clare Sanchez

DATE:

5/18/09

FOR THE DISTRICT:

Nancy Bailey

DATE:

5/18/09

ERD 5/7/09

Page 3 of 3

RT – AEA LABOR NEGOTIATIONS

DISTRICT PROPOSAL #XX (Revised)

ARTICLE XX – DRUG AND ALCOHOL TESTING AND REHABILITATION PROGRAM

1. All employees covered by this Agreement and defined as "safety sensitive" pursuant to the DOT FTA Drug and Alcohol Testing Regulations (49 CFR Parts 40 and 655) are required to comply with all applicable provisions of the DISTRICT'S adopted Drug and Alcohol Testing and Rehabilitation Policy, as revised. The Policy, as may be amended from time to time to maintain compliance with DOT FTA Drug and Alcohol Testing Regulations, will be distributed to all employees following adoption of mandatory changes. Aspects of the Policy not required by the regulations are subject to negotiations by the parties.
2. 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 Memorandum of Agreement. ~~Collective Bargaining Agreement.~~
3. An employee directed to undergo a drug and/or alcohol test pursuant to the Policy shall be afforded an opportunity to confer with the AEA a ~~Union~~ representative if one is reasonably available, when reporting to the urine collection/breath alcohol testing site.
4. 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.
5. A covered 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.

6. 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. Access to an employee's records shall not be contingent upon payment for records other than those specifically requested. Upon receiving a written release signed by the employee, the DISTRICT will provide the AEA 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.
7. The following represents the steps undertaken by the DISTRICT and employee in the event of a positive drug or alcohol test result. A second positive drug and/or alcohol test, for any reason, in violation of the DOT, FTA Drug and Alcohol Testing Regulations, during an employee's length of employment with the DISTRICT will result in termination from employment.

POSITIVE DRUG OR ALCOHOL TEST RESULT

- a. The employee receives notification ~~word~~ of a verified positive test result.
- b. The employee is notified of a scheduled appointment with the SAP. Attendance and participation are mandatory.
- c. If the District is notified that the employee failed to complete the program as specified by the SAP, then:
- d. The employee is discharged from employment.
- e. The employee completes the treatment program specified by the SAP and tests negative on a Return-To-Duty Test. He or she is returned to work and:
- f. The employee is subject to unannounced drug and/or alcohol testing as determined by the SAP. Such testing is in addition to the other program testing and shall be a minimum of 6 unannounced tests during the first year.
- g. The employee has a positive Return-To-Duty Test, then:

- h. The employee is discharged from employment.
 - i. After returning to work, an employee receives notice of a verified positive drug or alcohol test during the follow-up testing period for any reason, then:
 - j. The employee is discharged from employment.
 - k. After returning to work, an employee has no verified positive test during the follow-up testing period, then the unannounced follow-up testing is discontinued.
 - l. A verified positive drug or alcohol test for any other reason that is outside the follow-up testing period will result in termination from employment.
8. The DISTRICT provides a drug and alcohol rehabilitation program for employees needing treatment for drug and alcohol abuse. Employees may voluntarily request a referral to the treatment program by contacting the Employee Relations Department. An employee voluntarily seeking treatment will be placed on a leave of absence and may utilize his or her accrued paid sick leave, 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:

VOLUNTARY REQUEST FOR SUBSTANCE ABUSE TREATMENT

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

- f. 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.
- g. The employee has a positive Return-To-Duty Test.
- h. The employee is discharged from employment.
- i. After returning to work and within the follow-up testing period, the employee is notified of a positive drug or alcohol test, for any reason, then:
- j. The employee is discharged from employment.
- k. At the conclusion of the follow-up testing period, the follow-up testing is ended.
- l. 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 Paragraph 7 Section 43.07 above, provided that the employee has utilized no more than 2 voluntary treatments.

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

3/30/2009

FOR THE DISTRICT:

Walter Suley

DATE:

3/30/09

RT - AEA LABOR NEGOTIATIONS

NEW ARTICLE

ARTICLE __: FITNESS FOR DUTY MEDICAL EXAMINATION

1. 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.
2. 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.
3. 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.
4. 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~~ ^{AEA} 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 paragraph 2 or 3, above, as appropriate.
5. 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).

DB
AEA

Tentative Agreement

FOR THE AEA:

Elaine Sanchez

DATE:

5/18/2009

FOR THE DISTRICT:

Ray Bailey

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS

NEW ARTICLE

The following temporary changes to existing Personnel Rules and Procedures (PR&P) will be implemented effective July 1, 2009, through December 31, 2010.

ARTICLE __: FURLOUGHS

1. As a cost saving initiative and if mutually agreed upon during meet and confer, AEA Employees shall take furlough hours to reduce costs for the District during the contract term.
2. Except as expressly provided in this section, an employee who is placed on furlough will not be entitled to (and will not be paid) wages, salary, or any other form of compensation for the time during which the employee is on furlough. An employee on furlough may not use vacation, compensatory time off, sick leave, floating holiday, or any other form of paid leave during the furlough. An employee on furlough shall receive health and welfare benefits, accrue sick leave, vacation, and other leaves which are otherwise accrued based upon time worked. In addition, a period of furlough shall not be considered a break for purposes of completion of a probationary period or any other acquired benefit.
3. Notwithstanding the foregoing, for purposes of calculating an employee's service credits and final monthly average compensation for retirement, wages and days reduced due to furloughs taken, as required hereinabove, will not be counted against the employee. The calculation of total service credits and final monthly average compensation will assume the employee's full monthly salary was earned during any month in which a furlough was taken and that the employee worked all available days during any month in which a furlough was taken.
4. The General Manager/CEO shall adopt policies related to administration of the District's furlough program. (See Attachment 4 (HRD-SOP-09-013, dated 03/16/09, Rev. No. 032409-A.)

Tentative Agreement

FOR THE AEA:

[Handwritten Signature]

DATE:

5/18/09

FOR THE DISTRICT:

[Handwritten Signature]

DATE:

5/18/09

RT – AEA LABOR NEGOTIATIONS
NEW ARTICLE

ARTICLE __: SAFETY SHOES

Effective as soon after implementation of this Agreement as is practicable, the District will provide safety shoes to all AEA members working in areas requiring safe footwear, as determined by the Safety Department.

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

1. On an annual basis beginning with calendar year 2009, the District will provide all employees one voucher, good for the purchase of one pair of safety shoes/boots. Vouchers may not be accumulated (carried over) from year to year.
2. The District has determined the appropriate footwear safety standard (ANSI) for each classification in the bargaining unit. At any time during the calendar year, an employee may go to a pre-designated store and procure through the use of the voucher, a new pair of safety shoes.
3. An employee desiring to purchase a different safety shoe that costs more than the one identified by the District may do so by paying the difference in cost. Any shoe/boot purchased for wear on the job must meet the prescribed safety standard.
4. An employee promoting on a full-time basis, into a job classification requiring footwear with a higher ANSI standard of protection, will be afforded one voucher to be used for the purchase of the required shoe/boot. Promoting employees are expected to procure the adequate footwear prior to beginning work.
5. When purchasing a new pair of safety shoes/boots, an employee will be required to show identification to the vendor and disclose the job classification in which he or she is or will be working.

6. An employee working in a classification where wear and tear on footwear beyond ordinary use might be expected, may request from their Superintendent, a mid-year voucher for the replacement of the damaged shoes/boots. Employees are expected to take reasonable care in the maintenance of their footwear and restrict personal use to work time.

7. An employee with a certified medical condition who is unable to acquire an appropriate footwear as determined by the District through his or her medical provider, may upon approval by the District either:
 - (a) Seek and purchase a proper size/fit shoe from outside the designated shoe store with District covering the cost;

 - (or)

 - (b) Purchase a shoe that will accommodate a shoe guard. An employee electing this option shall contact the Safety Department to determine the appropriate protective footwear, including toe guards and/or ankle protection, among other necessary items.

Tentative Agreement

FOR THE AEA:

Elaine Dandrey

DATE:

5/18/09

FOR THE DISTRICT:

[Signature]

DATE:

5/18/09