

**RT – AFSCME Local 146 Labor Negotiations  
Tentative Agreement for Settlement  
March 26, 2010**

Representatives of Regional Transit and AFSCME, Local 146, began meeting on May 13, 2009 for the purpose of renegotiating the terms and conditions of employment applicable to employee members of the Union. On March 26, 2010, the parties arrived at a tentative agreement for settlement of all issues, subject to review and acceptance by the parties of final language to be inserted into the Collective Bargaining Agreement (CBA). The following summarizes the points of settlement. The final agreement is subject to ratification by the AFSCME membership and approval by the Regional Transit Board of Directors.

1. **Term of Agreement** – 4.5 years, July 1, 2009 through December 31, 2013.

**Reopener** – Due to the volatility of the District's budgetary situation, each party retains the right to reopen the agreement for the purpose of renegotiating 1 economic item and/or 1 non-economic between July 1, 2011 and June 30, 2013. Additional items may be opened by mutual agreement. Either party desiring to open the CBA must send a written request to the other. Negotiations will begin as soon thereafter as can be mutually agreed upon but no later than 30 calendar days.

2. **Temporary Suspension of Wage Progression Increases** – Effective May 1, 2010 or as soon as practicable thereafter, all employees not being compensated at the top of their wage schedule shall be frozen at their rate in effect on April 30, 2010. Effective July 1, 2011, affected employees shall be restored to the pay step that they would have achieved had the temporary suspension in wage progression not have occurred. The restored rate shall be applicable for hours worked beginning July 1, 2011.
3. **Temporary Suspension of Holiday Pay** – Effective July 1, 2010 there shall be a temporary suspension of the payment of 8 hours of holiday pay for the 7 fixed holidays occurring from July 1, 2010 through June 30, 2011.

The suspension of holiday pay will not affect the premium hourly rate normally paid for hours worked on a designated holiday. During the period of suspended holiday pay, should an employee who is otherwise qualified for holiday pay, seek retirement, the District will assume a full month's earnings during any month in which a paid holiday occurred.

4. **Furlough Days** – Effective May 1, 2010 or as soon thereafter as is practicable thereafter, covered employees will be required to schedule and take 15 unpaid furlough days through June 30, 2011. The furlough days must be taken in increments of 8 hours and must be scheduled by mutual agreement between the employee and his or her supervisor/superintendent. The timing of taking the furloughs shall be that all covered employees must schedule and take 2 unpaid furlough days before July 1, 2010 and the remaining 13 must be taken by July 1, 2011. A sign-up procedure for scheduling the furlough days is to be promulgated mutually and implemented as soon as practicable following implementation of this settlement. During the time of scheduling and taking furloughs from May 1, 2010 through June 30, 2011, all employees will be assigned to a regular work schedule of 8 hours per day, 5 days per week. The language providing for alternative work schedules shall be considered inoperable during this time.

An employee on furlough may not use any accrued, paid time off to cover the absence. An employee on furlough shall receive health and welfare benefits, accrue sick leave, vacation and other leaves which are based on time worked. A furlough shall not be considered a break in service for purposes of completion of a probationary period. For purposes of retirement, ones final monthly average compensation will assume the employee's full monthly salary was earned during any month in which a furlough was taken provided the employee was available for work at the time of the furlough.

5. **Medical Insurance to be Provided by CalPERS**

Active Employees

As soon as practicable following implementation of this settlement, medical insurance for employee members of the Union will be changed from our current coverage by Kaiser and Health Net, to the medical insurance coverage options provided under the CalPERS program. The Employee copayment toward his or her insurance coverage shall be no less than 10% of the monthly premium rate for the selected plan for the Sacramento Area. Employees may continue to participate in the Cash-in-Lieu of Medical Insurance program with CalPERS coverage under the same terms a currently in existence with the monthly amount received being 50% of the Kaiser "Employee Only" premium. The employee copayment for an office visit shall be \$15 and emergency room visits shall be \$50. Prescription medication supply shall be 30 days.

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

Currently, the average of the monthly premium costs (employee only, employee + 1, and family) for the Blue Shield Access Plus plan is higher than the average of the same costs for the Kaiser plan option under the CalPERS program for the Sacramento area. The premium costs for the coverage's are reviewed and adjusted on an annual basis by the CalPERS administration. In the future, should the average of the Kaiser monthly premiums exceed the average of the Blue Shield Access Plus rates, the maximum monthly amount paid by RT will be adjusted to not exceed 90% of the Kaiser Plan rates.

Retirees

Retirees are eligible to enroll in Medical insurance coverage under the CalPERS program. A Retiree will be required to co-pay the difference between RT's minimum monthly contribution amount and the monthly premium cost of the selected insurance plan. A current retiree or employee hired prior to January 1, 1994 (Sec. 36.01) who retired or retires under provisions whereby the District pays

100% of his or her retiree medical premium cost shall continue to have 100% of the cost of the benefit paid by the District.

6. **Temporary Suspension of Vacation and Sick Leave Sell Back** – Effective May 1, 2010, the sell back of accrued vacation due to personal hardship pursuant to ER-SOP-92-005, Rev. 101095A, and Section 23.06 of the CBA, and the sell back of accumulated sick leave to one's deferred compensation account pursuant to Section 30.05 of the CBA, shall be temporarily suspended through June 30, 2011. Effective July 1, 2011, the temporary suspensions shall be lifted and the provisions fully operable. The temporary suspension of sell backs shall not affect one's accrual rate or the ability to sell back accruals pursuant to current language, at the time of separation from employment.
7. **Signed Tentative Agreements** - Attached hereto are seventeen (17) Tentative Agreements (TA's) executed by the Parties for amending various provisions of the current agreement subject to a full and final agreement for settlement of all open issues and a copy of the Transit Officer Supervisor job description. All are included as part of the final agreement.

Attachments: Seventeen Tentative Agreements  
Transit Officer Job Description (rev.03/2009)

For AFSCME Local 146:

    \sl Nancy Swindell

    3/26/2010  
Date

For Regional Transit:

    \sl Dan Bailey

    3/26/2010  
Date

ARTICLE 2- RECOGNITION

Revised and Corrected August 14, 2009

- 2.01 The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing rates of pay, hours of work and other terms and conditions of employment, for all District employees in the job classification of Transportation Supervisor, as defined in the Memorandum of Agreement for Representation Election dated September 16, 2004. The recognition includes Transportation Supervisors selected to perform duties of Attendance Coordinator and in Training Operators.
- 2.02 Effective January 1, 2005 the District recognized the UNION as the exclusive bargaining agent for the employees employed in the job classification of Community Bus Services (CBS) Dispatcher / Supervisor.
- 2.03 *Effective April 1, 2009 the District recognized the UNION as exclusive bargaining agent for the employees employed in the job classification of Transit Officer Supervisor.*
- 2.04 Employees performing the same or similar work in newly acquired or created Divisions or Departments of the DISTRICT shall be covered by the terms and conditions of this Collective Bargaining Agreement. If there is a dispute as to whether or not such new work and/or workers are proper for recognition under the terms of this agreement, the parties shall promptly meet and attempt to resolve the recognition issue. If the issue remains unresolved, it shall be jointly submitted to the appropriate representatives of the California State Mediation and Conciliation Service for determination.

For the Union



Date 8/14/09

For Regional Transit



Date 8-14-09

# RT – AFSCME LABOR NEGOTIATIONS

## RT PROPOSAL #2 NEW-HIRE TRAINING AND PROBATIONARY PERIOD

### ARTICLE 12 – NEW-HIRE TRAINING AND PROBATIONARY PERIOD

- 12.01 All employees hired into a job classification covered by this Agreement shall work in a training and probationary status for their first 270 calendar days, approximately 9 months of employment.
- 12.02 The training and probationary period shall constitute a trial period during which the DISTRICT will judge the performance, skill, ability, competency, fitness, attendance and other attributes necessary for successful performance of the job. During the training and probationary period, the DISTRICT'S judgment as to the qualifications of the employee and the imposition of discipline or discharge shall not be subject to the grievance and arbitration procedure.

Tentative Agreement

FOR THE AFSCME:

*John M. Hurd*

DATE:

8/14/09

FOR THE DISTRICT:

*Don Bailey*

DATE:

8-14-09

# RT – AFSCME LABOR NEGOTIATIONS

## RT ECONOMIC PROPOSAL #6 PAID HOLIDAYS

 **Article 22 – Paid Holidays**

22.01  
3  
Floating Holidays

a) New-Hire Employee Eligibility For Floating Holidays

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

b) Thereafter Eligibility For Floating Holidays

Five floaters shall be available in January of each calendar year. The scheduling of Floating Holidays should be made at least 30 days in advance of use, if possible.

c) Employees Leaving The Employ Of The District


An employee leaving the employ of the DISTRICT shall receive holiday pay for unused Floating Holidays.

d) Use During Leave Of Absence

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

e) Floating Holiday Buy-Out

**Negotiator's Note:** The operation of Subsection 22.01(e), providing for the annual sell back of some or all of ones floating holidays shall be suspended from the date of implementation of this agreement until the last day of the term of this agreement, or June 30, 2011, ~~whichever occurs later.~~ <sup>3</sup>



An employee may request by submitting a Wage Adjustment with his or her time sheet, to be paid the cash value of some or all of his or her unused Floating Holidays. The calculation of the cash value will be

made based upon the employee's salary in effect on the date the employee makes his or her written request for such payment.

f) Work On A Holiday

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

- 1) An employee required to work on a holiday which falls on a regularly scheduled day off shall be compensated at 2 times the regular hourly rate of pay for all hours worked. Such pay shall be in addition to the regular holiday pay.
- 2) An employee scheduled to work a holiday which falls on his or her regularly scheduled workday shall be compensated at 1-1/2 times his or her regular hourly rate of pay for all hours worked. Such pay shall be in addition to receiving regular holiday pay.

g) Floating Holiday Selections:

Following one's initial calendar year of employment, the 5 Floating Holidays shall be available in January of each calendar year and scheduled (selected) as follows:

- 1) Annual signups for Floating Holidays shall start on or before November 1 of each year in conjunction with the vacation pick and be effective beginning with the first Sunday in January for the upcoming year. DISTRICT Seniority shall prevail.
- 2) While departments shall attempt to accommodate pre-selected Floating Holidays, if an employee promotes or transfers into a new department, he or she may have to adjust his or her Floating Holiday(s) around the needs of the department and/or the holiday schedules of the existing employees.
- 3) Time off for the 4-Hour or 1/2 Day Holiday shall be bid with Floating Holidays at the Annual Sign-up.

Tentative Agreement:

FOR THE AFSCME:

*Schmidt*

DATE:

9/17/09

FOR THE DISTRICT:

*Newberry*

DATE:

9-18-09

# RT – AFSCME LABOR NEGOTIATIONS

## RT ECONOMIC PROPOSAL #4 PAID VACATION

### Article 23 – Paid Vacation

#### 23.06 Vacation Sellback

**Negotiator's Note:** The operation of Subsections 23.06 (a), providing for the annual sell back of up to 80 hours of accrued vacation, and 23.06 (b), providing for the annual sell back of accrued vacation to a Deferred Compensation Account, shall be suspended from the date of implementation of this agreement until ~~the last day of the term of this agreement or June 30, 2011, whichever occurs later.~~ The suspension of the operation of this provision shall not be applicable to an individual separating from employment.

UB

- a) Once annually, an employee may request in writing to be paid the cash value of his or her accrued Vacation in excess of 80 hours, to a maximum of 80 hours. The employee shall be paid for his or her excess accrued Vacation hours based upon the hourly rate of the employee in effect on the date of the employee's written request for such payment.
- b) Sell Back to Deferred Compensation Account – An employee with 10 through 16 years of continuous service may annually sell back 1 week (40 hours) of accrued, available vacation at his or her straight time hourly rate. An employee with 17 or more years of continuous service may annually sell back up to 3 weeks (120 hours) of accrued available vacation at his or her straight time hourly rate. Sell Back under this provision is for the express purpose of depositing into the employee's Deferred Compensation Account. In order to participate in this program, the employee must be enrolled in the DISTRICT'S sponsored Deferred Compensation Program by March 31, of the year in which participation is intended.

Tentative Agreement:

FOR THE AFSCME:

*[Handwritten Signature]*

DATE:

*9/13/09*

FOR THE DISTRICT:

*[Handwritten Signature]*

DATE:

*9-13-09*



## RT – AFSCME LABOR NEGOTIATIONS

### RT PROPOSAL #7 MISCELLANEOUS LEAVES OF ABSENCES

#### ARTICLE 27 – MISCELLANEOUS LEAVES OF ABSENCE

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

- a) If an employee is injured or becomes ill and will be off work in excess of ~~40~~ 3 working days, a medical leave of absence may be granted as long as a doctor confirms an employee's inability to perform his or her regular work duties. When on such leave, the employee must report the status of his or her condition to the DISTRICT every 10 working days unless other reporting arrangements have been made.
- b) If an employee is off work due to a medical leave and does not present a valid medical release to active work within ~~24~~ 18 months, he or she shall be subject to termination from employment.
- c) If an employee is off work due to a medical leave and presents a valid medical release for full active duty within ~~24~~ 18 months, he or she shall be returned to his or her position or, if unavailable, to one of similar status and pay, as if he or she had not been absent. If the employee is released to work and then returns to sick leave within 15 calendar days, he or she will continue to accumulate time against the original ~~24~~ 18 months maximum leave of absence limit. However, if the employee presents medical documentation showing that subsequent time off was due to an illness or injury unrelated to the basis for the original leave, a new ~~24~~ 18 months period will be granted.
- d) ~~The An~~ The An employee must notify the ~~DISTRICT~~ DISTRICT Human Resources Department immediately upon receipt of a valid medical release for duty and must be available to return to work as assigned by the next regularly scheduled workday. ~~within 48 hours from the date of release.~~

- e) Time off for Long Term Medical Leave may be compensated by using the employee's accumulated sick leave, CTO, floating holidays and vacation, in that order.

Tentative Agreement

FOR THE AFSCME:

*John M. Huerst*

DATE:

*8/14/09*

FOR THE DISTRICT:

*D. Bailey*

DATE:

*8-14-09*

RT – AFSCME LABOR NEGOTIATIONS

RT PROPOSAL #3  
FEDERAL SERVICE MEMBER MILITARY LEAVE

Article 27 – Miscellaneous Leaves of Absence

27.XX Federal Service Member Family Leave (New)

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

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

This leave can be granted for up to 12 work weeks or 480 hours per a rolling 12 month period. The employee must submit the required medical leave forms to have his/her time off during this period designated as FMLA/CFRA. If employee fails to do so, his/her time off will not be designated as FMLA/CFRA and will be subject to applicable provisions of the District's policies and labor agreements.

Tentative Agreement

FOR THE AFSCME:

*[Handwritten Signature]*

DATE:

6/12/09

FOR THE DISTRICT:

*[Handwritten Signature]*

DATE:

6-12-09

**RT – AFSCME LABOR NEGOTIATIONS  
RT PROPOSAL #4  
MISCELLANEOUS LEAVES**

**Article 27 - Miscellaneous Leaves of Absence**

27.XX California Service Member Family Leave (New)

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

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

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

Tentative Agreement

FOR THE AFSCME:

*[Handwritten Signature]*

DATE:

6-12-09

FOR THE DISTRICT:

*[Handwritten Signature]*

DATE:

6-12-09

RT - AFSCME LABOR NEGOTIATIONS

RT PROPOSAL #5  
CALIFORNIA PAID FAMILY LEAVE

Article 27 - Miscellaneous Leaves of Absence

27.XX California Paid Family Leave (New)

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

Tentative Agreement

FOR THE AFSCME:

*[Handwritten Signature]*

DATE:

*6/12/09*

FOR THE DISTRICT:

*[Handwritten Signature]*

DATE:

*6-12-09*

RT – AFSCME LABOR NEGOTIATIONS

RT PROPOSAL #6  
CALIFORNIA STATE DISABILITY INSURANCE

Article 27 – Miscellaneous Leaves of Absence

27.XX California State Disability Insurance (SDI) (New)

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

Tentative Agreement

FOR THE AFSCME:

*[Handwritten Signature]*

DATE:

*6-12-09*

FOR THE DISTRICT:

*[Handwritten Signature]*

DATE:

*6-12-09*

# RT – AFSCME LABOR NEGOTIATIONS

## RT ECONOMIC PROPOSAL #4 SICK LEAVE

### Article 30 – Sick Leave

#### 30.06 Sick Leave To Deferred Compensation Or Cash Payment

**Negotiator's Note:** The operation of Subsection 30.06, providing for the annual sell back of accumulated sick leave for cash or depositing into a Deferred Compensation Account shall be suspended from the date of implementation of this agreement until ~~the last day of the term of this agreement or June 30, 2011, whichever occurs later.~~ The suspension of the operation of this provision shall not be applicable to an individual separating from employment.

NB

- a) Subject to the cash distribution limitations and eligibility requirements set out below, an employee may have the cash value of his or her accumulated Sick Leave paid to him or her, or have it transferred to his or her deferred compensation account.
- b) An employee who has accrued in excess of 480 hours of Sick Leave will be eligible to convert 100% of that excess to its cash value.
- c) The conversion authorization forms will be processed and the cash value of the hours will be paid to the employee separately from the regular payroll, or deposited in the employee's deferred compensation account, as was directed in writing by the employee.
- d) It is the responsibility of the employee to establish an account with the DISTRICT'S deferred compensation provider and monitor his or her affairs with respect to account balances, taxability and annual deposit limitations. Nothing in this section shall be construed to authorize contributions to deferred compensation that would not otherwise be permitted under the Sacramento Regional Transit District Deferred Compensation Plan, as amended, or the Internal Revenue Code rules and regulations.
- e) Sick Leave hours will be converted to cash value based upon the employee's hourly rate in effect immediately preceding the payment date.

Tentative Agreement:

FOR THE AFSCME: *[Signature]*

DATE: 9/18/09

FOR THE DISTRICT: *[Signature]*

DATE: 9-18-09

# RT – AFSCME LABOR NEGOTIATIONS

## RT PROPOSAL #9 CASH IN LIEU OF MEDICAL COVERAGE

### Article 35 – Insurance Benefits

#### 35.01 Medical Insurance –

**Negotiator's Note:** *The economic percentages applied to the medical insurance premium payments in Section 35.01 are to be addressed with the economic proposals. Below reflects the discussions of the parties:*

#### ~~a) Cash in Lieu of Medical Coverage~~

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

- ~~1) 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 the DISTRICT'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.~~
- ~~2) 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 50% of the Kaiser Permanent 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.~~



~~3) 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 (1), above.~~

(a) Cash in Lieu of Medical Coverage

The voluntary Cash in Lieu of Medical Coverage Program is available to all full-time employees. An employee electing to participate, will forego medical insurance coverage, and will receive one half of the cash value of the employee only Kaiser Plan Medical Premium in his/her paycheck on the 25<sup>th</sup> of the month. This additional income is taxable and the employee must have medical insurance through another source (e.g. spouse or a previous employer).

- 1) New Hire/Annual Enrollment Period – A newly hired employee must enroll within 30 days of his/her hire date. Thereafter an employee electing to participate may enroll during the annual open enrollment period (October 1 to October 31). Retroactive enrollment is not permissible. An employee already enrolled in the program, who promotes into a covered classification, will have no interruptions in benefits.
- 2) Once an employee is enrolled in the program, his/her participation may continue year to year, unless the employee elects to discontinue participation during the open enrollment period; the employee has an allowable family status changes as defined by IRS regulations; or the employee is found to be disqualified for benefits under this coverage. The DISTRICT may request verification from the employee that he/she is continuing participation in a medical insurance plan through another source. The employee must provide satisfactory documentation of his/her participation within fifteen (15) calendar days of the DISTRICT'S request.
- 3) If an employee's medical coverage is discontinued after the open enrollment period, the employee may re-enroll in the DISTRICT medical insurance if the employee: (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.

- 4) Please contact the Benefits Unit in Human Resources for enrollment and further information regarding this coverage.

Tentative Agreement

FOR THE AFSCME:

John M. Harty

DATE:

8/21/09

FOR THE DISTRICT:

David Miller

DATE:

8/21/09

RT - AFSCME LABOR NEGOTIATIONS

RT PROPOSAL #10  
INSURANCE BENEFITS

Add the following to the end of the first sentence for clarification. The remainder of the paragraph remains unchanged.

**Article 35 – Insurance Benefits**

35.06 Supplemental Life Insurance – During the term of this Agreement, the DISTRICT will provide optional Supplemental Life Insurance coverage for each covered full time employee, his or her spouse and child(ren). Participation in the insurance coverage is at the election of the employee and premium cost for the coverage is paid by the employee through monthly payroll deduction. Spousal coverage is limited to 50% of the coverage amount selected by the employee. The provision of the benefits is subject to the terms of the policy between the DISTRICT and the insurance company. No Plan benefits may be changed without meeting and conferring with the UNION.

Tentative Agreement

FOR THE AFSCME:

*[Handwritten Signature]*

DATE:

6/12/09

FOR THE DISTRICT:

*[Handwritten Signature]*

DATE:

6-12-09

**RT – AFSCME LABOR NEGOTIATIONS**

**RT PROPOSAL #12  
INSURANCE BENEFITS**

**Article 35 – Insurance Benefits**

35.09 Dependent Definition – ~~For purposes of determining eligibility for the aforementioned insurance benefit coverage's, "dependent(s)" shall be limited to those individuals deemed as dependents by the Internal Revenue Service (I.R.S) unless defined differently by the respective group insurance plans.~~ Dependent eligibility is limited to those individuals deemed "dependents," as described in the respective group health benefit plans.

Tentative Agreement

FOR THE AFSCME:

*John M. Howard Jr.*

DATE:

8/14/09

FOR THE DISTRICT:

*W. Beck*

DATE:

8-14-09

RT - AFSCME LABOR NEGOTIATIONS

RT PROPOSAL #11  
DEATH BENEFIT CONTINUATION

Add a new section to this Article as follows:

**Article 35 - Insurance Benefits**

35.12 Death Benefit Continuation

An employee employed by the District that becomes deceased may have their medical coverage for dependent(s) extended for the two (2) calendar months immediately following the end of the month in which the employee's death occurred. Dependent coverage shall be limited to the dependents on his/her medical coverage at the time of death. The terms of the medical insurance premium obligations under the provision shall remain the same as if the employee was still an active employee.

Tentative Agreement

FOR THE AFSCME:

*[Signature]*

DATE:

6/12/09

FOR THE DISTRICT:

*[Signature]*

DATE:

6-12-09

# RT – AFSCME LABOR NEGOTIATIONS

## RT PROPOSAL #14 INSURANCE BENEFITS

### Article 40 – Education Assistance And Reimbursement Program

~~40.01 The DISTRICT has a program for reimbursing an employee for eligible expenses incurred while attending school, seminars or workshops for the purpose of increasing knowledge in his or her career fields.~~

40.01 RT provides financial assistance for formal education of all employees. The primary purpose of this program is for employees to attain a degree or enhance knowledge, skills, or abilities necessary for the performance of the job, or to attain a career development objective within RT. Education assistance is limited to funds in the budget. Therefore, reimbursement is made on a “first-come, first served” basis.

#### 40.02 Employee Eligibility

~~a) 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.~~

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, which that are a requisite for an approved degree or certification are eligible for reimbursement.
- d) All requests for education reimbursement must be approved by the Department Director and submitted to the Human Resources Department during the budget preparation. The final approval of educational reimbursement lies within the training budget maintained by the Human Resources Department as approved by the Board of Directors. The Department Manager's/Director's signature is required before forwarding the Request for Education Reimbursement form to the Human Resources Department.

Should this amount increase before the expiration of this Agreement for any other employee group, the higher amount shall be applicable to AFSCME members.

~~d) In order to receive reimbursement for a class, the employee must submit a grade transcript indicating successful completion with a grade of "C" or higher or if it's a "pass" "fail" class, a "pass" grade is necessary.~~

#### 40.03 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.~~

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

- 1) Submittal of receipts for expenses of books, tuition, and/or lab fees; and
- 2) An official grade report (official transcript) of a grade of "C" or better.
- 3) The maximum amount that will be reimbursed for expenses is in the amount of \$1,750 per fiscal year (RT's fiscal year is for the period of July 1<sup>st</sup> through June 30<sup>th</sup>). Please note that available funds for Education Reimbursement are limited to the budgeted amount each fiscal year.

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

40.04 Submission of Request for Reimbursement

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

- a) Course Information – School attending, course title, start date, description of how course(s) relates to the job or career goal objective.
- b) Education Goal – Indicate which type of degree you are obtaining (e.g. AA, BA, BS, etc).
- c) Fees – Estimated tuition, course/lab fees, and books (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.

~~40.04 Maximum Benefit Amounts~~

~~Reimbursement for all expenses under this program shall not exceed \$1,750 in aggregate per fiscal year, per person, with the per-unit cost to be reimbursed at a cost not to exceed \$175.~~

Tentative Agreement

FOR THE AFSCME:

*Julius M. Hunt*

DATE:

8/21/09

FOR THE DISTRICT:

*Don Bailey*

DATE:

8/21/09



# RT – AFSCME LABOR NEGOTIATIONS

## RT PROPOSAL #15 UNIFORMS AND EQUIPMENT

### Article 41 – Uniforms And Equipment

- 41.01 All Transportation Supervisors shall wear a District approved uniform at all times while on duty. Decisions regarding the color, appearance, make and style of all basic and optional uniform items approved for wear while on the job is prerogative of the District, subject to the terms herein.
- 41.02 As soon as practicable following employment as a Transportation Supervisor, the employee shall receive a basic uniform issuance consisting of the following items:
- |                         |   |
|-------------------------|---|
| 5 Shirts                | 1 Tie   |
| 5 Pants                 | 1 additional item of employee's choice<br>except the basic foul weather jacket. |
| 1 Jacket (Foul Weather) | 1 <u>Pair Safety Shoes (LR Transportation<br/>Supervisor)</u>                   |
| 1 Belt                  |   |
- 41.03 An employee failing to complete his or her probationary period must return all issued uniform items to the District.
- 41.04 On March 1 of each year, each Transportation Supervisor will be credited with 6 electronic vouchers (e-vouchers) that may be used to purchase or augment his or her uniform items. Two E-Vouchers may be used to obtain a foul weather jacket one time in any 5 year period. The District will maintain a list of approved optional uniform items that may be purchased by use of a voucher.
- 41.05 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.
- 41.06 The District will replace or repair required uniform items that are damaged or soiled beyond wear ability, 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.

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

41.08 Safety Shoes

- a. On an annual basis beginning with fiscal year 2010, the District will provide all employees with one voucher good for the purchase of one pair of safety shoes/boots. Vouchers may not be accumulated (carried over) from year to year.
- b. The District has determined the appropriate footwear safety standard (ANSI) for each classification in the bargaining unit. At any time during the calendar year, an employee may go to a pre-designated store and procure through the use of the voucher a new pair of safety shoes.
- c. An employee desiring to purchase a different safety shoe that costs more than the one identified by the District may do so by paying the difference in cost. Any shoe/boot purchased for wear on the job must meet the prescribed safety standard.
- d. An employee promoting on a full-time basis into a job classification requiring footwear with a higher ANSI standard of protection will be afforded one voucher to be used for the purchase of the required shoe/boot. Promoting employees are expected to procure the adequate footwear prior to beginning work.
- e. When purchasing a new pair of safety shoes/boots, an employee will be required to show identification to the vendor and disclose the job classification in which he or she is or will be working.
- f. An employee working in a classification where wear and tear on footwear beyond ordinary use might be expected 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.

41.09 Miscellaneous Equipment – Equipment required by the DISTRICT for the performance of customary job duties will be provided by the DISTRICT. Such items include radio, camera, ticket book and holder, pepper spray and holder, flashlight, key protector, and rain gear (jacket, hood and pants), nylon utility belt with 4 keepers, cell phone and clips and round badge holder. Items not on the required list may be procured by employees upon obtaining permission from Management. Optional items that may be purchased by the employee include; leather utility belt, utility tool with holder, and flat badge with holder.

Tentative Agreement

FOR THE AFSCME:

*Robert M. Huettner*

DATE:

8/14/09

FOR THE DISTRICT:

*Alan Bailey*

DATE:

8-14-09

**Memorandum of Understanding**  
2009 Negotiations  
AFSCME Local 146, AFL-CIO

**Sacramento Regional Transit District**

**Letter of Agreement**

This Letter of Agreement is by and between Sacramento Regional Transit District, hereinafter "District" and American Federation of State, County, and Municipal Employees, Local 146, hereinafter "AFSCME".

During general bargaining for a new Collective Bargaining Agreement, (CBA), the Parties agree to incorporate the job classification of Transit Officer Supervisor into the AFSCME bargaining unit, retroactive to April 1, 2009.

To establish compensation for the job, the existing monthly salary range was divided into 6 hourly pay steps; A-\$30.13, B-\$31.80, C-\$33.47, D- \$35.14, E-\$36.81, and F-\$38.48. The effective date of the hourly steps will coincide with the date of the revised CBA.

Effective on the implementation date of the new CBA, the job classification incumbent will be placed at pay step B (\$31.80), and will be compensated for all hours worked at that rate. Subsequent progression through the established pay steps will be pursuant to the terms of the CBA applicable for all covered AFSCME members.

This agreement is entered into this 19 day of February 2010 by:

For the Union:

Nancy Swindell

Date:

2-19-2010

For the District:

Steve Bailey

Date:

2-19-2010



**Title: Transit Officer Supervisor**

FLSA Status: Exempt

**BRIEF DESCRIPTION:**

The purpose of this position is to supervise transit officers, track statistical data, and ensure that laws, rules and ordinances are enforced. This is accomplished by applying and enforcing court policies and administrative procedures, evaluating issues and developing resolution, analyzing needs, developing and implementing training, and identifying and resolving unsafe situations. Other duties include supervising and evaluating staff and related activities, and completing special projects as assigned.

**ESSENTIAL FUNCTIONS:**

Note: This information is intended to be descriptive of the key responsibilities of the position. The list of essential functions below does not identify all duties performed by any single incumbent in this position. Additionally, please be aware of the legend below when referring to the physical demands of each essential function.

<b>(S) Sedentary</b> Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time.	<b>(L) Light</b> Exerting up to 20 lbs. occasionally; 10 lbs. frequently; or negligible amounts constantly; OR requires walking or standing to a significant degree.	<b>(M) Medium</b> Exerting 20-50 lbs. occasionally; 10-25 lbs. frequently; or up to 10 lbs. constantly.	<b>(H) Heavy</b> Exerting 50-100 lbs. occasionally; 10-25 lbs. frequently; or up to 10-20 lbs. constantly.	<b>(V) Very Heavy</b> Exerting over 100 lbs. occasionally; 50-100 lbs. frequently; or up to 20-50 lbs. constantly.
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#	Code	Essential Functions	% of Time
1	S	Supervises staff by planning and supervising daily tasks and activities, establishing procedures and guidelines, evaluating assigned services, coaching for performance improvement, recommending personnel actions, developing and monitoring training, serving on hearing panels, and maintaining documents and statistics.	60%
2	S	Acts as liaison to police services and other contract security personnel by scheduling and coordinating work, coordinating assignments with other departments and contractors, and disseminating information on current events, policies and procedures.	5%
3	S	Processes citations and maintains court calendars by reviewing, researching and processing citations, scheduling and maintaining staff court appearances, serving subpoenas, disseminating information; preparing and maintaining new violator lists and files; and preparing and analyzing statistics and reports.	5%
4	S	Coordinates accident and service issues by responding to and investigating injuries, accidents, incidents, and service issues, coordinating emergency service and response, responding to customer issues and conflicts, and forwarding customer concerns to appropriate departments.	10%



5	S	Maintains data by collecting, analyzing, preparing and maintain citation and court information, reviewing accident and incident investigations, monitoring ridership reports, entering data on staff schedules and assignments, authorizing pay adjustments, and investigating and resolving general public issues.	20%
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**JOB REQUIREMENTS:**

-Description of Minimum Job Requirements-	
Formal Education	Work requires the knowledge and ability to read and understand written instructions, basic operational, technical or office processes, and the routine operation of machines. Level of knowledge is equivalent to four (4) years of high school or equivalent.  Additional directly related experience beyond the minimum requirement may substitute for the required education based on the ratio of one and a half (1.5) years of experience for each (1) year of education.
Experience	A minimum of three (3) years of fare inspection or other transit security experience at a level comparable to the District's class of Transit Officer; OR four (4) years of general security or investigation experience. Supervisory experience is desirable, but not required.
Supervision	Work requires supervising and monitoring performance for a regular group of employees or department including providing input on hiring/disciplinary actions and work objectives/ effectiveness, performance evaluations, and realigning work as needed.
Human Collaboration Skills	Decisions regarding implementation of policies may be made. Contact may involve support of controversial positions or the negotiation of sensitive issues or important presentations. Contacts may involve stressful, negative interactions with the public requiring high levels of tact and the ability to respond to aggressive interpersonal interactions.
Freedom to Act	The employee normally performs the duty assignment according to his or her own judgment, requesting supervisory assistance only when necessary. Special projects are managed with little oversight and assignments may be reviewed upon completion. Performance reviewed periodically.
Technical Skills	Skilled: Work requires a comprehensive, practical knowledge of a technical field with use of analytical judgment and decision-making abilities appropriate to the work environment of the organization.
Budget Responsibility	Position has no fiscal responsibility.
Reading	Intermediate - Ability to read papers, periodicals, journals, manuals, dictionaries, thesauruses, and encyclopedias. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.
Math	Intermediate - Ability to deal with a system of real numbers; and



	practical application of fractions, percentages, ratios/proportions and measurement. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.
Writing	Intermediate - Ability to write reports, prepare business letters, expositions, and summaries with proper format, punctuation, spelling, and grammar, using all parts of speech. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.
Certification & Other Requirements	

<b>KNOWLEDGE</b>
<ul style="list-style-type: none"> <li>• Principles of administration, leadership, supervision, training and management.</li> <li>• Methods and techniques of preparing transportation reports and transportation related documents.</li> <li>• Methods for retrieving and reviewing recorded and written data from archives.</li> <li>• English language and communication, both written and oral.</li> <li>• Principles of transit bus/light rail operations.</li> <li>• Personnel and payroll processes.</li> <li>• Effective management and motivational techniques.</li> <li>• Principles and practices of public relations and/or customer service.</li> <li>• The District's geographic service area.</li> <li>• Authorized ordinances and laws pertaining to issuance of citations, and relative to the transportation industry.</li> <li>• Conflict resolution principles and skills.</li> <li>• Time management principles.</li> </ul>

<b>SKILLS</b>
<ul style="list-style-type: none"> <li>• Advanced word processing, spreadsheet, presentation and database software.</li> <li>• Specialized software related to functional area.</li> </ul>

<b>ABILITIES</b>
<ul style="list-style-type: none"> <li>• Learn department specific and emergency procedures.</li> <li>• Uniformly apply disciplinary action and related staff decisions.</li> <li>• Ensure that all data collected is accurate, complete, and correct.</li> <li>• Investigate, locate, and retrieve data.</li> <li>• Comply with the time constraints as outlined in contracts or agreements.</li> <li>• Resolve issues to the satisfaction of all parties involved.</li> <li>• Ensure compliance with operational requirements.</li> <li>• Implement and administer new and existing programs, policies, and procedures.</li> <li>• Remain current with and uniformly apply evolving federal, state and local laws or decisions affecting the department.</li> </ul>



- Receive and resolve passenger concerns.
- Manage a complex work environment involving frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone.
- Learn and apply District collective bargaining agreements.
- Learn and apply the Americans with Disabilities Act (ADA) as it pertains to the transit industry.
- Learn and apply court policies and administrative procedures relating to citations, subpoenas and calendaring.
- Prioritize and communicate in an efficient manner, and elicit pertinent information to analyze, evaluate and determine the nature of a problem, as well as develop effective resolutions.
- Analyze needs, develop and implement staff training programs.
- Investigate and assess industrial injury accidents.
- Directly supervise the work and performance of assigned staff.
- Maintain diplomacy while performing duties.
- Identify and resolve unsafe situations.
- Work effectively with a variety of people in the community.
- Protect self and public in situations that require backup.
- Operate radio and other communication tools.
- Obtain and maintain PC832 certificate.





**OVERALL PHYSICAL STRENGTH DEMANDS:**

-Physical strength for this position is indicated below with "X"-				
Sedentary	Light	Medium	Heavy	Very Heavy
Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time.	Exerting up to 20 lbs. occasionally, 10 lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10 lbs. constantly.	Exerting 50-100 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

**PHYSICAL DEMANDS:**

C	F	O	R	N
Continuously 2/3 or more of the time.	Frequently From 1/3 to 2/3 of the time.	Occasionally Up to 1/3 of the time.	Rarely Less than 1 hour per week.	Never Never occurs.

Note: This is intended as a description of the way the job is currently performed. It does not address the potential for accommodation.

-Physical Demand-	-Frequency-	-Brief Description-
Standing	O	Making presentations, observing work site, observing work duties, communicating with co-workers
Sitting	C	Desk work, meetings, driving
Walking	O	To other departments/offices, around work sites
Lifting	O	Supplies, files
Carrying	N	
Pushing/Pulling	F	File drawers, equipment, tables and chairs
Reaching	O	For supplies, for files
Handling	O	Paperwork
Fine Dexterity	F	Computer keyboard, telephone keypad, calculator
Kneeling	R	Filing in lower drawers
Crouching	O	Filing in lower drawers
Crawling	N	
Bending	O	Filing in lower drawers
Twisting	C	From computer to telephone, getting inside vehicle
Climbing	F	Stairs
Balancing	C	
Vision	C	Reading, computer screen, driving, observing work site
Hearing	C	Communicating via telephone/radio, to co-workers/public, listening to equipment
Talking	C	Communicating via telephone/radio, to co-workers/public
Foot Controls	O	Driving
Other (specified if applicable)		

**MACHINES, TOOLS, EQUIPMENT, SOFTWARE, AND HARDWARE:**

Computer, calculator, radio, citation book, utility belt, telephone, fax machine, shredder, and video cameras.



**ENVIRONMENTAL FACTORS:**

<b>C</b> Continuously	<b>F</b> Frequently	<b>O</b> Occasionally	<b>R</b> Rarely	<b>N</b> Never
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<b>D</b> Daily	<b>W</b> Several Times Per Week	<b>M</b> Several Times Per Month	<b>S</b> Seasonally	<b>N</b> Never
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<b>-Health and Safety Factors-</b>	
Mechanical Hazards	R
Chemical Hazards	N
Electrical Hazards	R
Fire Hazards	N
Explosives	N
Communicable Diseases	O
Physical Danger or Abuse	O
Other (see 1 below)	N

<b>-Environmental Factors-</b>	
Respiratory Hazards	W
Extreme Temperatures	S
Noise and Vibration	S
Wetness/Humidity	S
Physical Hazards	W

(1) N/A

**PROTECTIVE EQUIPMENT REQUIRED:**

Chemical agents

**NON-PHYSICAL DEMANDS:**

<b>F</b> Frequently From 1/3 to 2/3 of the time	<b>O</b> Occasionally Up to 1/3 of the time	<b>R</b> Rarely Less than 1 hour per week	<b>N</b> Never Never occurs
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<b>-Description of Non-Physical Demands-</b>	<b>-Frequency-</b>
Time Pressure	F
Emergency Situation	O
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	F
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	F
Tedious or Exacting Work	O
Noisy/Distracting Environment	F
Other (see 2 below)	O

(2) Stress

**PRIMARY WORK LOCATION:**

Office Environment	X	Vehicle	
Warehouse		Outdoors	
Shop		Other (see 3 below)	
Recreation/Neighborhood Center			

(3)N/A

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required. This description is subject to modification as the needs and requirements of the position change.