

REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
5	09/26/11	Open	Action	09/09/11

Subject: Regional Transit and American Federation of State, County and Municipal Employees (AFSCME), District Council 57, Local 146 - Supervisor Unit, Labor Contract Negotiations Settlement

ISSUE

Whether or not to approve an Agreement between Sacramento Regional Transit District (District) and American Federation of State, County and Municipal Employees (AFSCME), District Council 57, Local 146 – Supervisor Unit, amending the existing Collective Bargaining Agreement (CBA) for the term of October 1, 2011 through December 31, 2013.

RECOMMENDED ACTION

Adopt Resolution No. 11-09-____, Approving an Agreement Between Sacramento Regional Transit District and American Federation of State, County and Municipal Employees, District Council 57, Local 146, Amending the Existing Collective Bargaining Agreement to Include Newly Certified Supervisor Classifications, for the Term of October 1, 2011 Through December 31, 2013.

FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	120,482
Budget Source:	Operating	Next FY:	\$	94,582
Funding Source:	State / Federal Sources	Annualized:	\$	122,894*
Cost Centro/GL Acct(s) or Capital Project #:	Various Departmental Labor Accts.	Total Amount:	\$	243,145**
Total Budget:	\$ 243,145**			

* Amount represents an annualized cost based on the 21 months from October 1, 2011 through June 30, 2013.

** Amount represents the total cost of the settlement over the 27 month term from October 1, 2011 through December 31, 2013, including rollup costs for FICA (7.65%), Pension (23.19%), and OPEB (13.10%).

There were no changes made to the Salaried Employee Retirement Plan applicable to employee members of AFSCME Local 146.

DISCUSSION

The District and AFSCME are parties to a CBA for the term of July 9, 2009 through December 31, 2013, covering employees employed in the classifications of Transportation Supervisor, Community Bus Services Dispatcher/Supervisor and Transit Officer Supervisor. On September 22, 2010, in a secret ballot election conducted by the California State Mediation and Conciliation Service (SMCS Case No. 10-1-110), employees in the job classifications of Administrative Supervisor, Customer Advocacy Supervisor, Customer Service Supervisor, Facilities Supervisor,

Approved:

Presented:

Final 9/19/11

General Manager/CEO

Chief Administrative Officer/EEO Officer

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Maintenance Supervisor-Bus, Maintenance Supervisor- Light Rail, Maintenance Supervisor-Wayside, Maintenance Trainer-Bus, Maintenance Trainer-Light Rail and Route Check Supervisor, voted in support of their inclusion into the existing supervisor bargaining unit.

Representatives of the District and AFSCME began meeting on December 22, 2010, for the purpose of negotiating terms and conditions of employment for incorporating the newly certified bargaining unit members into the existing CBA. On September 7, 2011, the parties reached tentative agreement on all issues brought forth for negotiation.

Attached as Exhibit A, to the Resolution, is a Settlement Agreement which contains 14 Tentative Agreements amending provisions of the existing CBA to incorporate the new job classifications into the existing CBA effective October 1, 2011. All other provisions of the CBA unaffected by the amendments remain undisturbed and applicable to the entire bargaining unit for the duration of the CBA.

There are approximately 29 supervisory employees in the newly certified group. These employees and their affected job classifications were previously recognized as part of those in the Administrative Employee Association (AEA) employee group. Due to the budgetary challenges facing the District, their terms and conditions of employment, including adjustments to salary, were frozen during the years of 2009 and 2010, and earnings were further trimmed by the imposition of 11 unpaid furlough days. In January 2011, merit increases to salaries resumed for the employees in the AEA employee groups. With inclusion of the job classifications into the AFSCME bargaining unit, approval of the amendments set out in the Settlement Agreement (Exhibit A) completes the transition by incorporating the terms and conditions of employment in the CBA for the affected employees.

In summary, the revisions to the existing CBA as set forth in Exhibit A, will be effective October 1, 2011, and will run for 27 months to the expiration of the CBA on December 31, 2013. The following provisions will only affect the newly certified group effective October 1st, hourly wage and salary rates will be increased by 5%, individual merit increases that were resumed on January 1, 2011 will continue throughout the term on the employee's anniversary date, pay range adjustments based on the World at Work index will be implemented on January 1, 2012 and 2013, and employees will be required to schedule and take 6 unpaid furloughs between October 1, 2011 and June 30, 2012. There were several non-economic language changes made which addressed work rules unique to the affected classifications such as, extending the grievance procedure, defining the work day and work week, overtime provisions, shift sign-ups, vacation selection procedures, and physical exams required to maintain a California commercial driver license. There were no changes made to the Salaried Employee Retirement Plan applicable to employees in the affected job classifications.

Staff has been advised that the new AFSCME membership ratified the proposed Settlement Agreement in a vote conducted on September 20, 2011.

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The settlement is consistent with the economic parameters established for all employee labor groups. The costs are within the adopted budget and provide long term financial stability through cost containment. The District recommends approval of the attached Resolution and accompanying Exhibit A, as settlement of negotiations to incorporate the new supervisory job classifications into the existing RT – AFSCME CBA and authorizing the General Manager/CEO to bind the District in a revised CBA for the term of October 1, 2011 through December 31, 2013.

RESOLUTION NO. 11-09-_____

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

September 26, 2011

APPROVING AN AGREEMENT BETWEEN SACRAMENTO REGIONAL TRANSIT DISTRICT AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL 57, LOCAL 146, AMENDING THE EXISTING COLLECTIVE BARGAINING AGREEMENT TO INCLUDE NEWLY CERTIFIED SUPERVISOR CLASSIFICATIONS, FOR THE TERM OF OCTOBER 1, 2011 THROUGH DECEMBER 31, 2013

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

THAT, the Settlement Agreement attached hereto as Exhibit A, for revising the current Collective Bargaining Agreement between Regional Transit and AFSCME, District Council 57, Local 146 Supervisory Unit, to establish and incorporate terms and conditions of employment for the newly certified supervisor classifications for the term October 1, 2011 through December 31, 2013, is hereby approved.

THAT, the terms and conditions of employment set forth in the RT – AFSCME, District Council 57, Local 146, Collective Bargaining Agreement adopted by the Board by Resolution No. 10-04-0038 that are undisturbed by the changes set forth in Exhibit A, will remain in effect for all AFSCME members.

THAT, the General Manager/CEO is hereby authorized to implement the provisions of the Settlement Agreement.

THAT, the General Manager/CEO is hereby authorized to bind the District to a Collective Bargaining Agreement with AFSCME, District Council 57, Local 146, whereby the Collective Bargaining Agreement expiring December 31, 2013 is amended and restated to include changes to compensation and other terms and conditions of employment as set forth in Exhibit A.

DON NOTTOLI, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary

SETTLEMENT AGREEMENT

This Agreement is by and between Sacramento Regional Transit District, herein after "District", and American Federation of State, County and Municipal Employees, District Council 57, Local Union 146, herein after "Union", and sets forth the terms and conditions for the settlement of labor contract negotiations.

WHEREAS, District and Union are parties to a Collective Bargaining Agreement (CBA) for the term of July 9, 2009 through December 31, 2013, covering employees employed in the classifications of Transportation Supervisor, Community Bus Services Dispatcher/Supervisor and Transit Officer Supervisor, and

WHEREAS, on September 22, 2010, in a secret ballot election conducted by the California State Mediation and Conciliation Service (SMCS Case No. 10-1-110), employees in the job classifications of Administrative Supervisor, Customer Advocacy Supervisor, Customer Service Supervisor, Facilities Supervisor, Maintenance Supervisor-Bus, Maintenance Supervisor- Light Rail, Maintenance Supervisor-Wayside, Maintenance Trainer-Bus, Maintenance Trainer-Light Rail and Route Check Supervisor, voted in support of inclusion into the existing supervisor bargaining unit, and

WHEREAS, representatives of the District and Union began meeting on December 22, 2010, for the purpose of negotiating terms and conditions of employment for incorporating the newly certified bargaining unit members into the existing CBA, and

WHEREAS, on September 7, 2011, representatives of the District and Union reached tentative agreement on all issues brought forth by the parties for negotiation.

NOW, THEREFORE, District and Union agree to the following terms and conditions as a full and complete settlement of labor contract negotiations, subject to ratification by the Union membership and approval by the District Board of Directors.

1. Attached hereto as Exhibits 1 – 13, are 14 Tentative Agreements covering all items agreed upon by the District and Union for modifying the existing CBA.
2. Following ratification and approval by the Union and District, the revised terms and conditions set forth in Exhibits 1 – 13, shall be effective October 1, 2011, and run concurrently with the existing CBA, through December 31, 2013.

For the Union: Nancy Vinson

Date: 9-15-2011

For the District: Alan Bailey

Date: 9-15-11

**RT – AFSCME SUPERVISOR UNIT NEGOTIATIONS
Tentative Agreement**

ARTICLE 2 – RECOGNITION

- 2.01 The DISTRICT recognizes the UNION as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work and other terms and conditions of employment, for all DISTRICT employees employed in the job classification of **Transportation Supervisor**, as defined in the Memorandum of Agreement for Representation Election dated September 16, 2004. This 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 classification of **Transit Officer Supervisor**.
- 2.04 Effective September 22, 2010, pursuant to the results of an election conducted by the State Mediation and Conciliation Service (SMCS Case #10-1-110), the DISTRICT recognized the modification of the existing Supervisory Unit and UNION as the exclusive bargaining agent for employees in the job classifications of **Administrative Supervisor, Customer Advocacy Supervisor, Customer Service Supervisor, Facilities Supervisor, Maintenance Supervisor-Bus, Maintenance Supervisor-Light Rail, Maintenance Supervisor-Wayside, Maintenance Trainer-Bus, Maintenance Trainer-Light Rail, and Route Check Supervisor**.
- 2.05 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.

Tentative Agreement:

FOR THE AFSCME:

 \ s\ Nancy Swindell

DATE:

January 25, 2011

FOR THE DISTRICT:

 \ s\ Dan Bailey

DATE:

January 25, 2011

**RT – AFSCME SUPERVISOR UNIT NEGOTIATIONS
Tentative Agreement**

ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION

8.01 Grievance Procedure

c) Step 2

- 1) If the employee and/or the UNION Representative are not satisfied with the decision rendered at the First Step, then the grievance shall be presented to the Department Director within 5 business days, and a hearing held within 10 business days. The Department Director shall present his or her decision in writing within 5 business days after the hearing, and shall state the facts upon which his or her decision is based, including the remedy or correction offered, if appropriate. (In instances where the Department Director or Manager is the employee’s supervisor and issued the First Step decision, the Second Step appeal is to be filed with the Labor Relations Department.)

Tentative Agreement

FOR THE AFSCME:

ls\ Nancy Swindell

DATE:

January 25, 2011

FOR THE DISTRICT:

ls\ Dan Bailey

DATE:

January 25, 2011

RT – AFSCME SUPERVISOR UNIT NEGOTIATIONS Tentative Agreement

ARTICLE 14 – WORKDAY / WORKWEEK

14.01 Workweek Defined

- a) 5/8/40 Workweek: The 5/8/40 work schedule is one in which an employee is regularly scheduled to work a fixed 40 hours in one workweek (7 consecutive days). The employee regularly works 5 eight-hour days with 2 consecutive days off during the workweek (7 consecutive days), except as provided in f, below.
- b) 4/10/40 Workweek: The 4/10/40 work schedule is one in which an employee is regularly scheduled to work a fixed 40 hours in one workweek (7 consecutive days). The employee regularly works 4 ten-hour days with 3 consecutive days off during the workweek (7 consecutive days) except as provided in f, below.
- c) 9/8/80 Workweek: The 9/8/80 work schedule is one in which an employee is regularly scheduled to work a fixed 80 hours in 2 consecutive workweeks, 14 consecutive days by alternating between a work schedule of four 9-hour days plus one 8-hour day and four 9-hour days plus 1 day off.

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

- d) The workweek shall commence on Sunday 12:00 a.m. and end on Saturday 11:59 p.m.
- e) This provision does not preclude the parties from mutually agreeing to alternate work schedules.
- f) During the term of this Agreement, no more than 2 shifts in the classification of CBS Dispatcher / Supervisor may be assigned to a workweek with non-consecutive days off. This provision shall sunset at the expiration of this Agreement unless extended by mutual agreement by the parties.

14.02 Workday Defined

- a) A workday shall normally consist of a minimum of 8, 9 or 10 work hours, depending on the workweek schedule.
- b) It is recognized that occasionally employees may need time off during the workday to take care of personal business. In such instances, with prior notice and approval, the employee's work schedule may:
 - 1) Be swapped with another employee, within a single workweek, or
 - 2) Be varied within said employee's workday, provided it does not result in any unintended overtime.
- c) An employee's pay shall be reduced for each hour or quarter hour of absence, up to the total number of hours regularly scheduled to be worked by the employee on the day of any absence.

14.03 Lunch Breaks

- a) Non-Exempt Classifications
 - 1) Bus and Light Rail Transportation, Transit Officer Supervisor and CBS Employees - Lunch breaks of 30 minutes must be taken after the beginning of the third hour and completed before the beginning of the seventh hour of the work shift. Employees working shifts starting between 1900 (7 p.m.) and 0330 (3:30 a.m.) on weekdays, or any shift on a Saturday, Sunday or paid holiday, shall be paid for their 30 minute lunch period.
 - 2) Bus, Light Rail and Wayside Maintenance Employees – The workday of an employee who reports for work between 1200 (Noon) and 0659 (6:59 a.m.) shall consist of 8 consecutive hours which includes a 30 minute paid lunch period regularly occurring between the 3rd and 5th hour.

b) Exempt Classifications

A lunch break of at least 30 minutes will be provided as near the middle of each work shift as is practicable.

14.04 Rest Breaks (Non-Exempt Classifications)

A rest break of 15 minutes shall be allowed as near the middle of the first and second half of each work shift as is practicable. A rest break is considered to be "time worked" in calculating the workday.

Tentative Agreement:

FOR THE AFSCME:

DATE:

\s\ Nancy Swindell

February 1, 2011

FOR THE DISTRICT:

DATE:

\s\ Dan Bailey

February 1, 2011

RT – AFSCME SUPERVISOR UNIT NEGOTIATIONS

SETTLEMENT PROPOSAL

August 29, 2011

ARTICLE 15 – DEPARTMENTAL SHIFT SIGN-UPS

15.01 Supervisor Quarterly Shift Sign-Ups (Transportation Supervisors)

- a) A regular sign-up for work assignments and regular days off shall take place 4 times per year, to coincide with the ATU sign-ups. Departmental Classification Seniority shall prevail during these shift selections. The effective sign-up periods may be changed by mutual agreement between the UNION and the DISTRICT. An Emergency Sign-Up may occur when deemed necessary by both parties, and shall be subject to terms set forth herein.
- b) The date that the regular sign-up process begins shall be established no later than 30 days in advance of the upcoming sign-up period, in order to expedite the process.
- c) Work schedules shall be developed by a Supervisory Committee consisting of up to 3 Supervisors from each Department, overseen by the Department Director. This committee will be responsible for developing shifts and days off needed to cover all assignments. The committee will also designate critical shifts. (See Article 16, Section 16.02)
- d) When the proposed shifts are completed, they will be presented to the Department Director for approval, at least 2 weeks prior to the sign-up. The Department Director shall have final approval of the shifts.
- e) Those on vacation during the sign-up process shall be responsible to contact the UNION or DISTRICT at the appropriate time, or be subject to being bypassed. All employees shall be given the opportunity to pick shifts by written proxy or through a UNION Representative.
- f) New Department Sign-Ups shall follow procedures set forth in this Article.

15.02 Vacation Relief Assignments (Transportation Supervisors)

- a) The most senior Vacation Relief Supervisor (VCR-1) shall be responsible for the assignment of Supervisor shifts during the quarterly

sign-up. Supervisors shall pick shifts based on seniority. Shift schedules shall be made 2 weeks in advance of their effective date.

- b) No changes may be made within 2 weeks of the effective date without mutual agreement between the effected VCR Supervisors and the DISTRICT.
- c) Whole vacation weeks available shall be filled as whole weeks by the VCR Supervisors.
- d) VCR Supervisors bidding partial weeks may not knowingly create a double back.

15.03 Bus Maintenance Supervisors

- (a) An employee hired or promoted into the Bus Maintenance Supervisor job classification will be assigned a shift, days off and work location for training. He or she will spend a minimum of 30 calendar days in each of 4 work locations within the department. Training may be extended as deemed necessary depending on his or her skills and abilities, or operational demands.
- (b) Upon a "triggering event" or approaching the expiration of 24 months, whichever occurs first, a shift and days off sign-up will be conducted. A "triggering event" is defined as any personnel activity which changes the staffing level in the department, e.g., retirement, resignation, termination, increase in authorized positions, workforce reallocation, special assignment, new supervisor completes training, etc.
- (c) Upon the initial implementation of this Agreement, and thereafter upon the occurrence of a triggering event, or nearing the lapse of 24 months since the last shift sign-up, a shift and days off sign-up process will be conducted pursuant to the following:
 - 1) A list of all shifts and associated days off will be compiled and posted for review by all supervisors at least 5 calendar days before the anticipated sign-up date. All employees in the classification will be listed in descending departmental classification seniority order with the employee possessing the most seniority in the #1 position. A supervisor completing new hire training will be placed at the bottom of the list for the resulting shift and days off sign-up.
 - 2) In descending departmental classification seniority order, all employees will indicate their selection of a shift and associated days off beginning with #1. Employees will begin work on their new shift and days off two weeks after the conclusion of the sign-up.

- 3) On a shift where there are 2 or more supervisors with different days off, a supervisor desiring different days off may exchange with another supervisor provided both parties are in agreement. The exchange and start date must be approved by the superintendent or department manager.
- (d) The department manager or superintendent may assign a supervisor to a "Special Assignment" in accordance with the language of Section 15.05, below. A supervisor working in a Special Assignment capacity will not be included in the shift and days off selection process until Special Assignment is terminated and he or she returns to regular supervisory duties.

15.04 Light Rail and Wayside Maintenance Supervisors

- a) An employee hired or promoted into a Light Rail or Wayside Supervisory job classification will be assigned to training for up to a year with varying shifts and days off upon initially reporting to work. Training may be extended as deemed necessary depending on his or her skills and abilities, or operational demands.
- b) Upon completion of training or following a "triggering event," a sign-up for shifts and regular days off will take place. A "triggering event" is defined as any personnel activity which changes the staffing level, e.g., retirement, resignation, termination, increase in authorized staffing level, workforce reallocation, special assignment, new supervisor completes training, etc.
- c) Seniority within the Classification shall control in sign-up selections for shifts and regular days off.
- d) The department manager or superintendent may assign a supervisor to "Special Assignment" in accordance with the provisions of Section 15.05, below.

15.05 Special Assignment

- a) A "Special Assignment" is defined as any work outside the regular and routine supervisory duties which must be performed by the department.
- b) Upon the occurrence of a Special Assignment, a sign-up sheet will be posted to solicit interest from all supervisors in the department as to whether or not they would be interested in the assignment.
- c) Those supervisors indicating interest in the Special Assignment will be subject to an interview process with final selection made by management.

- d) Selections will be for a minimum of 1 year or at the conclusion of the assignment. At the expiration of 1 year, the selected supervisor may opt out of the Special Assignment. In that event, the sign-up process will start over.
- e) In the event there is not enough work to support a Special Assignment or his or her performance is unacceptable, the supervisor will be relieved of the Special Assignment and the sign-up process will be conducted.
- f) Special Assignment Supervisors may be utilized to fill in for other supervisor absences within the department, shift coverage and/or holiday work rotation.

15.06 Facilities Maintenance Supervisors

- a) An employee hired into a Facilities Maintenance Supervisor classification will be assigned a shift, days off and work location for training, upon initial employment. He or she will spend a minimum of 30 calendar days in each of three work locations within the department. Training may be extended as deemed necessary depending on his or her skills and abilities, or operational demands.
- b) A sign-up for shifts, work location and regular days off will take place following a “triggering event,” in the department. A “triggering event” is defined as any personnel activity which changes the staffing level, e.g., retirement, resignation, termination, increase in authorized staffing level, workforce reallocation, new supervisor completes training, etc.
- c) Seniority within the classification shall control in sign-up selections for shifts and days off.
- d) In order for all personnel to become acquainted with all aspects of the department’s operation, each supervisor will be reassigned to a different work location at least one time in each 5 years.

15.07 Single Supervisor Departments

- a) An individual hired or promoted into a department where there is only one covered supervisory position within the classification, shift hours and days off are determined by department management.
- b) Should two or more supervisors be employed in the department and different shifts or days off are established by management, employees

will be given the opportunity to select their preference based on their seniority within the classification.

Tentative Agreement:

For the District: \s\ Dan Bailey

Date: September 7, 2010

For AFSCME: \s\ Nancy Vinson

Date: September 7, 2011

RT – AFSCME SUPERVISOR UNIT NEGOTIATIONS

REGIONAL TRANSIT PROPOSAL

June 3, 2011

(This proposal shows the entire language of Article 16 as partially TA'd on May 26, 2011, and RT proposed changes to Sections 16.04 and 16.05, discussed on May 26, 2011.)

ARTICLE 16 – OVERTIME – COMPENSATORY TIME OFF (CTO) (NON-EXEMPT CLASSIFICATIONS)

16.01 Overtime

- a) An employee will receive pay at time and one-half their straight time hourly rate for all hours worked in excess of 8, 9 or 10 in a day, or 40 in a week, depending on their shift.
- b) Hours paid for, but not worked due to scheduled Vacation, Holidays, scheduled Floating Holidays, Military Leave, Jury Duty Leave, Paid Sick Leave, Emergency Leave and Bereavement Leave, shall be counted as time worked for purposes of computing eligibility for overtime payments for hours worked in excess of 40 hours in one week.
- c) An employee will receive pay at time and one-half their straight time hourly rates for all hours worked after a 10 hour spread.
- d) An employee participating in an Accident Grading Board (AGB) meeting shall be paid a minimum of 2 hours or for the actual number of hours worked, whichever is greater, at the applicable straight time or overtime hourly rate.
- e) With the exception of an employee subject to the “On Call - Standby provisions of Section 16.06, below, an employee required to work on a regularly scheduled day off will be paid a minimum of 4 hours, or for the actual number of hours worked, whichever is greater, at the applicable overtime hourly rate.
- f) An employee required to attend a meeting on a regularly scheduled day off or outside his or her regular hours on a scheduled workday are paid a minimum of 2 hours, or for the actual number of hours attended, whichever is greater, at the applicable overtime hourly rate. An employee who shows up for a meeting that has been cancelled, without prior notification, shall be paid 1 hour at his or her straight time hourly rate.

16.02 Overtime Assignments To Fill All Or Part Of A Vacated Shift In The Bus Or Light Rail Departments (Bus and Light Rail Transportation Classifications)

- a) As a part of the quarterly development of Supervisor Work Assignments, specific shifts or parts of shifts, will be designated as “critical”, and will be deemed necessary to cover until the next quarter’s shift selection. All or part of shifts designated as critical, may have the specific duties modified to provide the best coverage when assigned as overtime.
- b) Shifts designated as “critical” will be presented to the Department Director for review and approval, along with the work assignments. In the event of a dispute over whether the shift/hours is/are designated as “critical”, at the request of either party, a meet and confer session(s) may be scheduled to resolve the issue.

c) Supervisor Overtime Assignments

1) Day Off Work

All shifts will be filled by departmental seniority order by Supervisors who can work the entire period of time offered in the following order on a recorded line:

- i. First by Supervisors on a regular day off.
- ii. Supervisors already on duty, available to work additional time when a shift is broken up.
- iii. Supervisors already assigned overtime work (for partial shifts only).
- iv. Supervisors on vacation or on a floater.
- v. Supervisors who are temporarily in the Training Department.

Superintendents shall review, as needed, the proper application of all overtime assignments.

2) Assignment Work

All available work shall be filled by seniority order to Transportation Supervisors in the following order:

- i. Full Shift – Work that needs to be filled in its entirety (8-10 hour shifts).
 - 1. Supervisor on a regular day off.

2. If no regular day off Supervisor accepts the work, then the work shall be broken up into partial shifts and filled as specified below:
 - ii. Partial Shift – Work that is less than the entire shift. If the work is for 4 hours or more, it must be first offered as day off work.
 1. The Supervisor who can start the work at the exact start time until his/her 12 hour work day is completed, within a 15 hour spread time.
 2. If the Supervisor who starts the piece of work cannot finish the piece, then the next available Supervisor in seniority will continue or finish the available shift not covered in this section under 2 above, full shift, within his/her 12 hour day, within a 15 hour spread time.
- 3) Assignment Provisions/Criteria
 - i. Supervisors shall have 30 minutes to accept or deny day off work. Time starts from the reception of the call, time message left on a recording device, or time contact was attempted. Responses are yes, no, or call back. A "no" response means no for any work that becomes available.
 - ii. When a Supervisor accepts a full or partial shift for day off work, that is their work. If any other subsequent work becomes available, it will be offered to the next Supervisor in order.
 - iii. If a Supervisor who has accepted day off work and later refuses the work, they shall drop down to the bottom of the eligibility list.
 - iv. Supervisors must have a minimum of 8 hours off between work assignments (double-back). Partial shifts shall be offered in seniority order after the 8 hour minimum requirement is fulfilled.
 - v. A Supervisor who calls in sick the day prior to the available work will retain their scheduled or day off work hours for determining availability for work (double-back).
 - vi. A Supervisor who is assigned an office day will retain their scheduled work hours for determining availability for partial shifts, until his/her 12 hour work day is completed, within a 15 hour spread time.
 - vii. A Supervisor who is assigned an office day the day prior to the available work will retain their scheduled work hours for determining availability for work (double-back).

- viii. A Supervisor who swapped a shift the day prior to the available work will drop down to the bottom of the eligibility list (swap you drop).
 - ix. Supervisors who swap an entire work week shall be responsible for proper documentation and assume the days off in seniority and be available for day off work in proper order.
 - x. Supervisors cannot swap day off work assignments.
 - xi. No Supervisor will be assigned overtime beyond their regular 12 hour work day, within a 15 hour spread.
 - xii. If you are contacted for day off work, you must notify the caller that you are on vacation or floating holiday status.
 - xiii. There is no bumping of shifts, with the exception of a misassigned overtime shift.
- d) If the work is not covered as described above, a mandatory assignment may be made to the Supervisor(s) with the least Departmental Seniority.
 - e) There will be no impact on the level of service operated if a shift deemed to be "critical" cannot be filled on a voluntary basis and is not filled on a mandatory basis.
 - f) All overtime assignments will be subject to the maximum hours of work limitations and/or spread limits applicable to Transportation Supervisors.
 - g) A Supervisor or the UNION, who feels he/she did not receive his or her proper overtime assignment, is entitled to file a grievance for the mis-assigned time. If the grievance is found valid, the affected supervisor will be compensated.

16.03 Overtime Assignments To Fill All Or Part Of A Vacated Shift In The Community Bus Service Department

- a) Vacated hours of 4 hours or less deemed necessary to cover will be offered first, in departmental seniority order, to the employee(s) working the shift in conjunction with the vacated hours.
- b) Vacated hours of more than 4 hours deemed necessary to cover will be offered in departmental seniority order to day off CBS Dispatcher/Supervisors.

- c) If the vacated work is not covered as described above, a mandatory assignment may be made to the employee(s) with the least Departmental Seniority.
- d) An employee or the UNION, who feels he/she did not receive his or her proper overtime assignment, is entitled to file a grievance for the mis-assigned time. If the grievance is found valid, the affected supervisor will be compensated.

16.04 Overtime Assignments To Fill All Or Part Of A Vacated Shift In The Bus or Light Rail and Wayside Maintenance Departments

- a) Day off overtime will be assigned on a rotational basis according to classification seniority, in the Department, on each shift. The rotation will include Maintenance Supervisors and Trainer(s). If the person next in line to work day off overtime has vacation scheduled for the week immediately before or after the day that needs to be covered, the next available person on the rotation list will be assigned to work overtime. Supervisors or Trainers scheduled to work day off overtime may solicit another supervisor or trainer to work in their place, without affecting placement on the overtime rotation list.
- b) Employees will not be assigned to work 7 consecutive days. If required, an employee may be assigned to day off overtime on a different shift in order to ensure adequate coverage or to provide seventh day relief for another supervisor.

16.05 On Call – Standby Pay for Wayside and Facilities Maintenance Classifications

- a) These On Call – Standby provisions are voluntary and intended to provide assistance to Light Rail operations by way of the restoration or repair of Wayside Systems or other critical equipment impacting operations. In the event there are no volunteers, on call – standby will be assigned on rotational basis based on District seniority.
- b) An employee volunteering for On Call – Standby status is assigned, on a rotational basis, for a period of 7 consecutive day period, including holidays. The assignment will generally begin at 7 a.m. (0700) on Tuesday and end at 6:59 a.m. (0659) the following Tuesday. An annual rotation schedule showing the assignments of all Supervisors will be finalized in December for assignments the following year. The schedule may be modified during the year from time to time to accommodate occasional conflicts.
- c) An employee volunteering for On Call – Standby status is to remain available to respond to a District trouble call or emergency within a timely manner and take the appropriate action necessary to correct

problems or address situations negatively affecting Light Rail and/or Bus operations.

- d) An employee on On Call – Standby status will be compensated 2 hours at his or her time and one-half rate for each day, Monday through Sunday and recognized District paid holidays. Compensation may be booked as Compensatory Time Off (CTO), at the request of the employee, in lieu of actual payment. Exempt Supervisors in Facilities Maintenance Classifications shall receive his or her salary equivalent for two workdays.
- e) In the event it is necessary for an employee to leave home in order to respond to a trouble call or emergency, from the time of leaving home until returning home is considered paid time and will be compensated at the overtime rate. Such compensation for time worked is in addition to the On Call – Standby status pay described in paragraph d, above.

16.06 Holiday Work Rotation (Bus And Rail Maintenance Departments)

- a) Holidays, as defined in Article 22, shall be assigned to Supervisors or Trainers on a rotational basis mutually agreeable to those in the Department. In the event there is no agreement, rotation will be based on the inverse order of departmental classification seniority.
- b) The Rotation List shall be maintained as follows: Upon completion of ones holiday work assignment, the individual shall be placed at the bottom of the Rotation List.
- c) If the Supervisor or Trainer is on vacation during the entire week during which his or her holiday work assignment falls, he or she will not be required to work the holiday.
- d) If the Supervisor or Trainer has a regularly scheduled day off on the holiday, he or she will not be required to work the holiday. The holiday work assignment will fall to the next person on the Rotation List. The bypassed supervisor will remain at the top of the Rotation List for assignment to work the next holiday.
- e) Work on a holiday shall be compensated at the overtime rate for 8 hours or the actual hours worked, whichever is greater. Supervisors or Trainers must physically report to work at least 1 time during the holiday assignment in order to receive compensation.

16.07 Compensatory Time-Off (CTO)

An employee may elect, on a pay period by pay period basis, to accumulate CTO for all hours worked in excess of 8, 9 or 10 hours, depending on shift in one day, or 40 hours in a workweek, at the rate of time and one-half for each

hour of overtime worked. At such time as the 40-hour maximum CTO limit has been banked, the employee shall be paid for all successive overtime hours worked.

Tentative Agreement

FOR THE AFSCME: \s\ Nancy Swindell

DATE: June 3, 2011

FOR THE DISTRICT: \s\ Dan Bailey

DATE: June 3, 2011

16.08 Incidental Time off – Exempt Employees

a) Eligibility

Those employees falling within the Administrative, Professional or Executive Exemptions under the Fair Labor Standards Act (FLSA) (exempt employees) who routinely work in excess of forty (40) hours during their normal workweeks shall qualify for incidental time off. The following employees shall not be eligible for incidental time off: 1) non-exempt employees as defined under the FLSA; 2) exempt employees who by District Policy are eligible for overtime pay; and 3) exempt employees who do not routinely work in excess of forty (40) hours.

b) Department Manager/Director Decision and Benefit

1. At the sole discretion of an employee's Department Manager/Director, an exempt employee who routinely works over forty (40) hours during a workweek may be allowed to take a maximum of four (4) hours paid time off during a workday.
2. An eligible employee working less than four (4) hours on his or her regularly scheduled workday shall not be eligible for incidental time off on that day.

Tentative Agreement:

For AFSCME: \s\ Nancy Swindell

Date: March 2, 2011

For SRTD: \s\ Dan Bailey

Date: March 2, 2011

RT – AFSCME SUPERVISOR UNIT NEGOTIATIONS

RT PROPOSAL for June 3, 2011

(This language combines the portion of Article 19 TA'd on February 1, 2011, the language for Section 19.04, TA'd on April 26, 2011, and the additional language changes (19.06 b., c. and d.) discussed on May 26, 2011.

ARTICLE 19 – LAYOFF, RECALL AND FURLOUGH

- 19.01 Layoff shall be defined as an involuntary separation from employment, due to lack of funds and/or lack of work. If the DISTRICT determines that a layoff is necessary, the DISTRICT will meet with the UNION in a timely fashion to discuss the effects of the layoff and/or other options.
- 19.02 When a layoff is deemed necessary, affected employees will be laid off in inverse order of their classification seniority within their department. For layoff and recall purposes, Supervisors working on special assignments, e.g., Attendance Coordinators, shall be assigned to the department from which they were transferred and retain the seniority they have earned in their respective departments. Employees, whether in multi or single position classifications that are affected by the layoff may transfer into vacant job classifications within the bargaining unit, provided they meet the minimum qualifications for the job. An individual moving into a vacant position shall be compensated at the rate of pay for the new job that is consistent with his or her length of employment, if applicable.
- 19.03 Notification of Layoff – Written notification will be given to affected employees and the UNION as much in advance of the anticipated layoff date as possible, but no later than 45 calendar days. Notification will be hand delivered to the employee whenever possible. If the employee is unavailable for hand delivery, notification will be mailed to the employee's most recent address on record at the Human Resources Department. If the Worker Adjustment and Retraining Notification Act (29 USC, Section 2101-2109) is applicable to the layoff, the DISTRICT shall provide affected employees notification of at least 60 days.
- 19.04 Recall from Layoff – Employees displaced due to layoff shall be placed on a "recall list" for a period of 48 months from date of layoff. If there is a recall, employees on the recall list shall be recalled to work in the job classification from which they were laid off, in inverse order of their layoff. No vacancies within a job classification will be filled by new hires, including Personal Service Contract or Agency Temporary employees, until all employees on layoff from the affected job classification have been given notice and opportunity to return to work. However, the District may employ non-bargaining unit workers to perform bargaining unit work when the work or project is funded by a Grant that mandates the use of non-employee, outside contract workers.

19.05 Notice of recall from a layoff shall be sent by Certified Mail, Return Receipt Requested, to the employee's most recent address of record. Employees will be given 7 calendar days from date of receipt of the notice in which to respond to the DISTRICT as specified in the letter. An employee failing to respond within 7 calendar days of receiving the letter, or the letter is returned as "undelivered" will serve to remove the employee from the recall list. Unless the employee can show that the failure to respond was due to circumstances beyond his or her control.

19.06 Furlough

a) TRANSPORTATION SUPERVISOR, TRANSIT OFFICER SUPERVISOR, AND CBS DISPATCHER / SUPERVISOR CLASSIFICATIONS

Effective May 1, 2010, or as soon thereafter as is practicable, covered employees will be required to schedule and take 14 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 Superintendent/Division Director. The timing of taking the furloughs shall be that all covered employees must schedule and take 1 unpaid furlough day 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 mutually implemented as soon as practicable.

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.

During the period furloughs are active, all work schedules will consist of a 5-8-40 schedule.

b) BUS MAINTENANCE, LIGHT RAIL MAINTENANCE, WAYSIDE MAINTENANCE, FACILITIES MAINTENANCE AND ADMINISTRATIVE SUPERVISOR CLASSIFICATIONS

Effective October 1, 2011, covered employees will be required to schedule and take six (6) unpaid furlough days, forty-eight (48) hours, through June 30, 2012. The furlough days are to be taken in minimum increments of 8 hours but may be longer depending on the duration of the employee's regular work shift. The furlough days are to be scheduled by mutual agreement between the employee and his or her Superintendent/Division

Director. When on furlough, an employee may not use accrued paid time off to cover the absence and shall receive health and welfare benefits, accrue sick leave, vacation and other leaves, which are based on time worked. A furlough will not be considered a "break in service" for purposes of completing ones probationary period and, 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.

Employees taking furlough days whose regular work schedule includes work days of more than eight (8) hours, may use furlough time equal to the number of hours needed to equal a full shift. In instances where an employee has less than the number of furlough hours on the books needed to cover a full shift, the employee may use accrued leave credits (vacation or CTO) to cover the time needed to equal a full shift.

An exempt supervisor working a 4/10/40 alternative schedule will be required to convert to a 5/8/40 schedule during a workweek in which a furlough day is taken. An exempt supervisor working a 9/8/80 alternative schedule over two weeks will be required to convert to a 5/8/40 schedule for both weeks during which a furlough is taken, unless the furlough is taken on the eight (8) hour day.

An employee hired or promoting into a supervisory classification covered by this provision will have the number of required furlough days prorated against the amount of time remaining until June 30, 2012. Fractions of a furlough day will be rounded to the nearest whole day.

Tentative Agreement

FOR AFSCME: \s\ Nancy Swindell

DATE: June 3, 2011

FOR DISTRICT: \s\ Dan Bailey

DATE: June 3, 2011

RT – AFSCME SUPERVISOR UNIT NEGOTIATIONS
RT Proposal for May 26, 2011

ARTICLE 20 – WAGES

Negotiator’s Note: TRANSPORTATION SUPERVISOR, TRANSIT OFFICER SUPERVISOR AND CBS DISPATCHER/SUPERVISOR CLASSIFICATIONS

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.

20.01 The minimum base hourly rates of pay for work performed in the covered job classifications, through the duration of this Agreement, are as set forth below.

a) **Transportation Supervisor**

<u>Pay Step / Duration</u>	<u>Effective 05/01/09</u>
A – Tng. & Probation	\$31.34
B – 12 Months	\$33.07
C – 12 Months	\$34.82
D – 12 Months	\$36.56
E – 12 Months	\$38.30
F – Thereafter	\$40.04

b) **Transit Officer Supervisor**

<u>Pay Step / Duration</u>	<u>Effective 04/01/10</u>
A – Tng. & Probation	\$30.13
B – 12 Months	\$31.80
C – 12 Months	\$33.47
D – 12 Months	\$35.14
E – 12 Months	\$36.81
F – Thereafter	\$38.48

c) **CBS Dispatcher / Supervisor**

<u>Pay Step / Duration</u>	<u>Effective</u> <u>05/01/09</u>
A – Tng. & Probation	\$28.03
B – 12 Months	\$29.58
C – 12 Months	\$31.14
D – 12 Months	\$32.68
E – 12 Months	\$34.24
F – Thereafter	\$35.78

20.02 **BUS MAINTENANCE, LIGHT RAIL MAINTENANCE, WAYSIDE MAINTENANCE, FACILITIES MAINTENANCE AND ADMINISTRATIVE SUPERVISOR CLASSIFICATIONS**

a) **Non-Exempt Classifications:**

- **Salary Increase** - Effective October 1, 2011, the salary levels of employees will be converted to hourly rates within their respective pay ranges, as set forth below, and each covered employee shall receive a 5% increase to his or her hourly rate of pay. In addition to the foregoing increase, beginning October 1, 2011, and annually thereafter, all employees shall receive a 5 % increase which will be effective on the employee's established anniversary date. The foregoing increases shall be implemented provided that no employee shall be paid a rate in excess of the maximum of his or her pay range, as established below.
- **Range Movement** - Effective January 1, 2012 and January 1, 2013, the pay ranges shall be increased by a factor established by the World at Work October index.

<u>Non-Exempt Classifications</u>	<u>Monthly</u> <u>Min</u>	<u>Monthly</u> <u>Max</u>	<u>Hourly</u> <u>Min</u>	<u>Hourly</u> <u>Max</u>
Administrative Supervisor	\$4,414	\$6,179	\$25.47	\$35.65
Maintenance Supervisor (Bus/Light Rail)	\$5,560	\$7,784	\$32.08	\$44.91
Maintenance Supervisor (Wayside)	\$6,005	\$8,407	\$34.64	\$48.50
Maintenance Trainer (Bus/Light Rail)	\$5,560	\$7,784	\$32.08	\$44.91
Route Check Supervisor	\$3,784	\$5,298	\$21.83	\$30.57

b) **Exempt Classifications:**

- **Salary Increase** - Effective October 1, 2011, the salary levels of employees within their respective pay ranges, as set forth below, shall be increased 5%. In addition to the foregoing increase, beginning October 1, 2011, and annually thereafter, all employees shall receive a 5% increase to their salary rate which will be effective on each employee's established anniversary date. The foregoing increases shall be implemented provided that no employee shall be paid a salary level in excess of the maximum of his or her pay range, as established below.
- **Range Movement** - Effective January 1, 2012 and January 1, 2013, the pay ranges shall be increased by a factor established by the World at Work October index.

<u>Exempt Classifications</u>	<u>Monthly</u> <u>Min</u>	<u>Monthly</u> <u>Max</u>	<u>Hourly</u> <u>Min</u>	<u>Hourly</u> <u>Max</u>
Customer Advocacy Supervisor	\$5,389	\$7,544	\$31.09	\$43.52
Customer Service Supervisor	\$4,899	\$6,858	\$28.26	\$39.57
Facilities Supervisor	\$5,389	\$7,544	\$31.09	\$43.52

Tentative Agreement:

FOR AFSCME: \s\ Nancy Swindell

Date: May 26, 2011

FOR SRTD: \s\ Dan Bailey

Date: May 26, 2011

RT – AFSCME SUPERVISOR UNIT NEGOTIATIONS

RT PROPOSAL

APRIL 26, 2011

ARTICLE 22 – PAID HOLIDAYS

Negotiator's Note: 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 earnings during any month in which a paid holiday occurred.

22.01 Holidays Observed

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

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Five "Floating" holidays
- Four Hours or ½ Day (Floating Holiday)

Holiday Pay

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

22.02 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 22.03(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 through June 30, 2011.

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 (Non-Exempt Supervisors Only)

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 for Transportation Supervisors, and December 1 for all other supervisors, 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 ½ Day Holiday shall be bid with Floating Holidays at the Annual Sign-up.

Tentative Agreement:

For AFSCME: \s\ Nancy Swindell

Date: May 26, 2011

For SRTD: \s\ Dan Bailey

Date: May 26, 2011

RT – AFSCME SUPERVISOR UNIT NEGOTIATIONS
Final TA'd Language Changes from April 26 and May 10, 2011

ARTICLE 23 – PAID VACATION

23.01 Employee Hired Prior To October 26, 1981:

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

<u>Employment</u>	<u>Hours</u>	<u>Vacation Pay</u>
1 Year	80 hours	2 weeks
2 – 4	120 hours	3 weeks
5 – 9	160 hours	4 weeks
10 – 17	200 hours	5 weeks
18 – 29	240 hours	6 weeks
30 and Over	280 hours	7 weeks

23.02 Employee Hired On Or After October 26, 1981:

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

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

An employee's first-year Vacation Eligibility shall be prorated based upon one-twelfth (1/12) of the full year's Vacation entitlement for each completed month of active service as defined in Section 5, below.

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

23.04 Vacation Pay

- a) Vacation pay will be based upon an employee's regular rate of pay at the time the vacation is taken.
- b) If an employee severs employment with the DISTRICT for any reason, he or she will receive payment for all accrued vacation with his or her separation pay.

23.05 Vacation Accrual

- a) Active Service – For the purpose of applying this language, “active service” is defined as time spent at work in a regular paid status as well as paid Vacation, paid Holidays, CTO, and/or paid Sick Leave. An employee, who has worked for the DISTRICT in a part-time capacity, including part-time work covered by a Collective Bargaining Agreement, shall have such time counted as “active service.” “Active service” does not include any other hours paid for accrued benefits except those specifically mentioned above.
- b) Monthly Accrual – An employee must be in the “active service” of the DISTRICT, as defined above, at least 88 hours or more in any 1 calendar month to receive a vacation credit for that month.
- c) Maximum Accumulation – The maximum accrual of Vacation shall not exceed that which can be earned by an employee in 3 years.
 - 1) A Supervisor joining the Bargaining Unit as a result of the election held September 22, 2010, who, upon the effective date of this revised Agreement has accrued a vacation balance in excess of the 3 year limit will have until June 30, 2012 to schedule and take vacation until the accrual balance falls below the 3 year maximum.
 - 2) A Supervisor with a vacation balance in excess of the 3 year maximum on June 30, 2012, will be paid for those hours at his/her regular rate of pay.
 3. A Supervisor with a balance below the 3 year maximum on the effective date of this revised Agreement or a Supervisor having used vacation to the point where his or her balance is at or below the 3 year maximum shall thereafter be subject to the maximum accumulation limit set forth in Section 23.05(c) above.

Tentative Agreement:

For AFSCME: \s\ Nancy Swindell

Date: April 26, 2011

For SRTD: \s\ Dan Bailey

Date: April 26, 2011

23.06 Vacation Sellback

Negotiator's Note: Temporary Suspension of Vacation Sell Back – The Operation of sell back of accrued vacation due to personal hardship pursuant to ER-SOP-92-005, Rev. 101095A, and Section 23.06 a and b below shall be suspended from the date of implementation of this Agreement through June 30, 2011. Effective July 1, 2011, the temporary suspensions shall be lifted and the provision 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.

- 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.

23.07 Vacation Utilization

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

23.08 Vacation Selection

- a) Annual Vacation and Floating Holiday sign-ups shall start no later than on November 1 each year, effective beginning the first Sunday of January for the upcoming year. DISTRICT seniority shall prevail in these selections.

b) Selections

- 1) First round selections shall be for Vacation full weeks from current year allotments.
- 2) Second round selections shall be for Floating Holidays.
- 3) Third round selections shall be for Vacation single picks from the current year allotment. Such single picks shall be limited to two weeks. Additionally, selection of vacation full weeks earned and carried over from previous year's allotments.

c) Bus and Light Rail Maintenance, Wayside Maintenance, Facilities Maintenance and Administrative Supervisors

Annual Vacation and Floating Holiday sign-ups shall start no later than December 1 of each year, effective beginning the first Sunday of January for the upcoming year. DISTRICT seniority, on each shift, shall prevail in these selections, in accordance with the following:

- 1) No more than 50% of the Supervisor/Trainers from each shift may be off on vacation and/or floating holidays at the same time.
- 2) If a Supervisor changes shifts after vacation and floating holiday selections have been completed for the year that results in a conflict with previously scheduled vacation or floating holidays on the shift, the new Supervisor will be required to change his or her prior selection.
- 3) Nothing herein shall preclude the parties from developing alternative methods of selecting vacation and floating holidays. The foregoing selection procedures may be changed provided at least 75% of the Supervisors/Trainers in the department support the proposed change and the change is approved by Management and the Union.

Tentative Agreement:

For AFSCME: \s\ Nancy Swindell

Date: May 10, 2011

For SRTD: \s\ Dan Bailey

Date: May 10, 2011

RT – AFSCME SUPERVISOR NEGOTIATIONS
RT PROPOSAL

May 26, 2011

ARTICLE 34 – INDUSTRIAL ILLNESS OR INJURY

- 34.02 Any employee injured on duty as the result of an assault or non-preventable collision accident with another vehicle while operating a DISTRICT vehicle shall be entitled to supplemental wage benefits as follows:
- a) Such employee shall be paid 8,9 or 10 hours time, depending on their shift, for each scheduled workday lost during the waiting period until Workers' Compensation Benefits Payments begin. After the waiting period, such employee shall receive from the DISTRICT the difference between the Workers' Compensation Benefits Payments and 8,9 or 10 hours pay for each scheduled workday lost for the first 3 months of regularly scheduled days of absence. Such supplemental benefits shall not be charged against the employee's Sick Leave accumulation.
- 34.03 An employee off work due to an industrial illness or injury other than as defined above may draw from his or her Sick Leave accumulation, an amount to bring his or her compensation for each regularly scheduled workday of absence to 8,9 or 10 hours time, depending on his or her shift.
- a) The use of Sick Leave integrated with Workers' Compensation Benefits will begin with the first workday of absence following the date of the illness or injury. The Sick Leave use shall end when either the employee is returned to work or the Sick Leave accumulation has been exhausted. When using Sick Leave in conjunction with receiving Workers' Compensation Benefit Payments, the total daily amount of integrated compensation shall not exceed 8,9 or 10 hours, depending on the shift, at the employee's straight time hourly rate.
 - b) In the event an employee has no Sick Leave accrual, he or she may draw compensation from accrued Vacation, Floating Holidays or CTO (if applicable) during the period of absence.

Tentative Agreement:

For AFSCME: \s\ Nancy Swindell

Date: May 26, 2011

For SRTD: \s\ Dan Bailey

Date: May 26, 2011

RT – AFSCME SUPERVISOR UNIT NEGOTIATIONS SETTLEMENT PROPOSAL

August 29 2011

ARTICLE 36 – RETIRED EMPLOYEE AND DEPENDENT INSURANCE BENEFITS

36.01 BUS AND RAIL TRANSPORTATION SUPERVISORS

Retirement with a Date of Hire before January 1, 1994

Medical Insurance to be provided by CalPERS – Effective July 1, 2010, medical insurance for eligible retirees will be changed from our current coverage by Kaiser and Health Net to coverage provided through the CalPERS system.

- a) An employee retiring under the provisions of the Retirement Plan with a hire date before January 1, 1994, shall receive 100% of the cost for CalPERS medical, dental, and life/AD&D insurance coverage for life provided by the DISTRICT at no cost to him/herself under the same insurance policies and applicable terms and conditions therein. The premiums for the insurance coverage shall be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus (Family Rate) options provided for the Sacramento area. A retiree residing outside the coverage area of a Sacramento area plan, or selecting a plan option with a cost in excess of the benchmarked plan will be responsible for paying the difference in cost.
- b) Dependent Medical Insurance Coverage – A retiree that has a spouse and/or eligible dependent(s) shall receive Dental and Life/AD&D insurance paid by the District and a portion of the medical insurance premium paid by the DISTRICT based upon the completed years of service prior to retirement as set forth in the table below.

<u>Length of Service Of Employee</u>	<u>Percentage Paid by Employee</u>	<u>Percentage Paid by RT</u>	<u>Total Paid</u>
10 years	50%	50%	100%
11 years	45%	55%	100%
12 years	40%	60%	100%
13 years	30%	70%	100%
14 years	20%	80%	100%
15 years and over	0%	100%	100%

- c) Medicare Supplemental Insurance – Upon the death of retiree and spouse or their attaining age 65 years, child dependent coverage shall terminate. At such time as the retiree and/or spouse become age 65,

the DISTRICT provided medical insurance shall be through the applicable Medicare Supplemental Insurance integrated with Medicare Part B. The retiree will continue to be responsible for a co-payment percentage of the Medicare supplemental insurance premium based upon length of service at retirement, as set forth in the table above. In order for the Medicare Supplemental Insurance to provide coverage, the retiree must enroll in Medicare Part B at time of eligibility.

36.02 Retirement with a Date of Hire on or after January 1, 1994

Medical Insurance to be provided by CalPERS – Effective July 1, 2010, medical insurance for eligible retirees will be changed from our current coverage by Kaiser and Health Net to coverage provided through the CalPERS system.

Medical Insurance – The premiums for the insurance coverage shall be benchmarked at the greater premium of Kaiser or Blue Shield Access Plus (Family Rate) option provided for the Sacramento area.

- a) An employee retiring under the provisions of the Retirement Plan with a date of hire on or after January 1, 1994 shall receive CalPERS medical insurance coverage for his or herself, for life but shall be required to pay 10% of the monthly premium for the coverage. The maximum monthly amount paid by RT shall not exceed 90% of the monthly benchmarked premium. Employees electing coverage in a plan, which is more costly than the benchmark plan, will pay the difference in the amount paid by RT and the cost of the selected plan. Dental and Life/AD&D insurance for the retiree shall be provided by the DISTRICT at no cost to the retiree.
- b) Dependent Medical Insurance Coverage – A retiree that has a spouse and/or eligible dependent(s) shall receive Dental and Life/AD&D insurance paid by the District and a portion of the medical insurance premium paid by the DISTRICT based upon the completed years of service prior to retirement as set forth in the table below.

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

- c) Medicare Supplemental Insurance – Upon the death of retiree and spouse or their attaining age 65 years, child dependent insurance coverage shall terminate. At such time as the retiree and/or spouse become age 65, the DISTRICT provided medical insurance shall be through the applicable Medicare Supplemental Insurance integrated with Medicare Part B. The retiree will continue to be responsible for a co-payment percentage of the Medicare Supplemental Insurance premium based upon length of service at retirement, as set forth in the table above. In order for the Medicare Supplemental Insurance to provide coverage, the retiree must enroll in Medicare Part B at the time of eligibility.

36.03 BUS, LIGHT RAIL, FACILITIES MAINTENANCE SUPERVISORS AND ADMINISTRATIVE SUPERVISORS CERTIFIED ON SEPTEMBER 22, 2010.

Medical Insurance to be Provided by CalPERS – Effective July 1, 2010, medical insurance for eligible retirees will be changed from our current coverage by Kaiser and Health Net to coverage provided through the CalPERS system.

a) Employee Hired Prior To January 1, 1994

An employee of the District who retires under the provisions of the Salaried Employees Retirement Plan on or after June 16, 2009, will be eligible to receive a Health and Welfare (CalPERS Medical, Dental, Life) Allowance for himself/herself upon retirement, but shall be required to pay ten percent (10%) of the monthly Medical Insurance Coverage premium cost incurred by the District. The retiree may elect to provide Health and Welfare (medical and dental) Coverage for his/her dependent(s), however, the retiree shall be required to pay a percentage of the premium cost incurred by the District for medical coverage for the dependent's coverage, as specified under §36.03 (b)3, below. The retiree's share of the cost for such coverage shall be deducted semi-monthly from the retiree's retirement benefits.

b) Dependent Medical Allowance for Employee Hired Prior To January 1, 1994 and Retires On or After August 1, 1994

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

2. A retired employee may apply his or her allowance to any medical insurance available however, costs in excess of the allowance provided shall be borne by the retiree by semi-monthly deductions from his or her monthly retirement benefit.
3. 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:

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

c) 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:

An employee of the District who retires under the provisions of the Salaried Employees Retirement Plan on or after June 16, 2009, will be eligible to receive a Health and Welfare (Medical, Dental, Life) Allowance for himself/herself upon retirement, but shall be required to pay ten percent (10%) of the monthly Medical Insurance Coverage premium cost incurred by the District in order to maintain Health and Welfare Benefits coverage upon retirement. A retiree electing to continue providing Health and Welfare Benefits (medical and dental) for his or her dependents shall bear the entire cost for said coverage. The premiums for such coverage shall be deducted semi-monthly from the retiree's monthly retirement benefits.

Tentative Agreement:

For AFSCME: \s\ Nancy Vinson Date: September 7, 2011

For SRTD: \s\ Dan Bailey Date: September 7, 2011

RT – AFSCME SUPERVISOR UNIT NEGOTIATIONS Tentative Agreement

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
except the basic foul weather jacket. |
| 1 Jacket (Foul Weather) | 1 Pair Safety Shoes (LR
Transportation Supervisor) |
| 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. Shoe 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.

41.10 Maintenance Classification Uniforms – Employees employed in the following job classifications shall receive uniform items and/or a uniform maintenance allowance in accordance with the continuation of custom and practice, as follows:

- a) Maintenance Supervisors – Light Rail: \$155 annually to cover the cost of pants. The District will provide employees shirts with logo in an amount and frequency to maintain the required appearance.
- b) Maintenance Supervisors – Wayside: \$155 annually to cover the cost of pants. The District will provide employees shirts with logo in an amount and frequency to maintain the required appearance.
- c) Facilities Supervisors - \$155. annually to cover the cost of pants. The District will provide employees shirts with logo in an amount and frequency to maintain the required appearance.
- d) Maintenance Supervisors – Bus: Pants, jacket and shirts with logo are provided to employees in an amount and frequency to maintain the required appearance.

41.11 Uniform Maintenance Allowance Procedure – An employee entering a classification requiring a uniform shall upon completion of the probationary period, receive a Uniform Maintenance Allowance, if applicable to the classification, equal to 2 times the amount specified above for the classification. The maintenance allowance is payable with the first regular paycheck after completion of probation. Beginning in March of the year following 2 years of employment in the classification, the employee shall receive the applicable Uniform Maintenance Allowance on an annual basis, paid with the first paycheck in the month of March.

Tentative Agreement

FOR AFSCME: \s\ Nancy Swindell DATE: February 1, 2011

FOR SRTD: \s\ Dan Bailey DATE: February 1, 2011

RT – AFSCME SUPERVISOR UNIT NEGOTIATIONS

Tentative Agreement

ARTICLE 47 – CALIFORNIA DRIVER'S LICENSE FEES AND RELATED PHYSICAL EXAMS

- 47.01 Upon employment in a job classification requiring at least a permit for obtaining a California Class A or B Drivers License, driver training will be provided by the DISTRICT to obtain the required license and Passenger, Air Brake and VTT certificates/endorsements. The DISTRICT will also pay for the required PC 832 training, if required by the job. The cost associated with obtaining the initial CDL learner's permit is the responsibility of the employee.
- 47.02 The DISTRICT will reimburse an employee for the renewal cost of the license, including applicable endorsements that are required in the performance of the job. An employee that allows his or her license and/or required certificates/endorsements lapse will be responsible for the full cost of their restoration to permit his or her return to regular job duties.
- 47.03 Medical examinations required to maintain the required driver's license that is performed by the DISTRICT'S designated physician will be paid for by the DISTRICT. An employee that elects to have their own physician perform the necessary medical examination will bear the associated costs.

Tentative Agreement

FOR AFSCME: \\s\ Nancy Swindell

DATE: January 25, 2011

FOR SRTD: \\s\ Dan Bailey

DATE: January 25, 2011