

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
7	09/26/11	Open	Action	09/21/11

Subject: Agreement for Revising the MOU Between Sacramento Regional Transit (RT) and Administrative Employees Association (AEA) for the Term of January 1, 2011, through June 30, 2013

## ISSUE

Whether or not to approve the agreement between Sacramento Regional Transit (RT) and Administrative Employees Association (AEA) for revising the Memorandum of Understanding (MOU) for the term of January 1, 2011, through June 30, 2013.

## RECOMMENDED ACTION

Adopt Resolution No. 11-09-\_\_\_, Approving the Agreement between Sacramento Regional Transit (RT) and Administrative Employees Association (AEA) for Revising the Memorandum of Understanding for the Term of January 1, 2011, through June 30, 2013.

## FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	93,190
Budget Source:	Operating	Next FY:	\$	97,835
Funding Source:	State/Federal	Annualized:	\$	85,327*
Cost Cntr/GL Acct(s) or Capital Project #:	Various Departmental Labor Accts.	Total Amount:	\$	213,317**
Total Budget:	\$ 213,317**			

\* Amount represents an annualized cost based on the 30 months from January 1, 2011 through June 30, 2013

\*\* Amount represents the total cost of the settlement over the 30 months term from January 1, 2011 through June 30, 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 AEA.

## DISCUSSION

Representatives of RT and the AEA began meeting and conferring on November 8, 2010, for the purpose of revising the MOU applicable to employee members of the AEA. RT and the AEA met in the ensuing months to develop a revised MOU. On May 6, 2011, RT provided the AEA with its last, best and final offer of settlement of all terms and conditions of the MOU, which included all non-economic and economic items. On May 16, 2011, the AEA rejected this offer of settlement and on June 13, 2011, after efforts to resolve their differences were unsuccessful, both parties

Approved:

Presented:

Final 9/21/11

General Manager/CEO

Director, Labor Relations

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mutually agreed they had reached impasse. After determining the proper process to address the impasse, RT and the AEA then submitted their differences in writing to the General Manager/CEO on August 19, 2011. On August 26, 2011, the General Manager/CEO, having been authorized by the Board to hear and resolve this matter, held an Impasse Hearing to settle the impasse. The General Manager/CEO issued his decision to resolve the impasse on September 21, 2011, which is final and binding upon RT and the AEA.

The following summarizes the terms for settlement. The full and complete terms and conditions for settlement are attached to the accompanying Resolution as Exhibits A and B.

1. **Term of Agreement:** 30 months, January 1, 2011 through June 30, 2013.
2. **Salary Range Adjustment:** If warranted, effective January 1, 2012 and 2013, pay range adjustments for all classifications covered by the AEA will be implemented based on changes in the World at Work pay index.
3. **Salary Adjustment:** The Pay for Performance provision in the Personnel Rules and Procedures will continue unchanged. Each AEA member not at the top of his or her salary range will continue to be eligible to receive up to a five per cent (5%) salary step increase on his or her anniversary date, as has been past practice, provided the new pay rate does not exceed the top of the range.
4. **Tentative Agreements, Clerical Changes and Reformatting of the PR&P Manual:** All Tentative Agreements (TAs) to various provisions signed off by the Parties will be incorporated into the final MOU. Miscellaneous clerical corrections and clarifications to language as well as the reformatting of the prior Personnel Rules and Procedures Manual, as set forth in Exhibits A and B, will be incorporated as part of the final document.

Staff recommends approval of the attached Resolution and Exhibits A and B, as a full and complete settlement of the meet and confer process for revising the MOU for the term of January 1, 2011, through June 30, 2013.

RESOLUTION NO. 11-09-\_\_\_\_\_

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

September 26, 2011

**APPROVING THE AGREEMENT BETWEEN SACRAMENTO REGIONAL TRANSIT DISTRICT (RT) AND ADMINISTRATIVE EMPLOYEES ASSOCIATION (AEA) FOR REVISING THE MEMORANDUM OF UNDERSTANDING FOR THE TERM OF JANUARY 1, 2011, THROUGH JUNE 30, 2013**

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

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

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

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

\_\_\_\_\_  
DON NOTTOLI, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

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

Representatives of the District and AEA began meeting on November 8, 2010, for the purpose of renegotiating the terms and conditions of employment applicable to employee members of AEA. The meet and confer process reached an impasse on June 13, 2011. On September 21, 2011, the General Manager/CEO, acting under the authority of the Regional Transit Board of Directors pursuant to Article 19.13, Section C of the Personnel Rules and Procedures, issued an Impasse Decision on September 21, 2011, settling all issues between the parties. The following recites the holding in that Impasse Decision and the results of the meet and confer process between Regional Transit and the AEA:

1. **Term of Agreement:** 30 months, January 1, 2011, through June 30, 2013.
2. **Salary Range Adjustment:** If warranted, effective each January 1, pay range adjustments made through the Water's Study for all classifications covered by the AEA will be implemented.
3. **Salary Adjustment:** The Pay for Performance provision in the Personnel Rules and Procedures will continue unchanged. Each AEA member not at the top of his or her salary range will continue to be eligible to receive up to a five per cent (5%) salary step increase on his or her anniversary date as has been past practice. Those AEA members near the top of their salary range, but within five percent (5%) of the top of salary range, may receive a per cent increase equal to the remaining per cent in the range. Unsatisfactory performance will result in less than a five per cent (5%) salary increase.
4. **Suspensions and Restrictions:** All contractual suspensions and restrictions present in the previous MOU, that lapsed or sunsetted on January 1, 2011, will continue to be superseded or restricted.
5. **Tentative Agreements, Clerical Changes and Reformatting of the PR&P Manual:** All Tentative Agreements (TA's) to various provisions signed off by the Parties will be incorporated into the final MOU. Miscellaneous clerical corrections and clarifications to language as well as the reformatting of the prior Personnel Rules and Procedures Manual, as agreed upon by the Parties, shall be incorporated as part of the final document.

6. **Full and Complete Agreement:** All issues opened by either party that are not expressly incorporated into this Agreement by attachment or reference, are hereby withdrawn.

The Bargaining Committees of RT and AEA, by virtue of the General Manager/CEO's Impasse Decision made on September 21, 2011, and the authority of the Regional Transit Board of Directors, are bound by the terms of this Agreement as a full and complete settlement to the meet and confer process.

**RT – AEA LABOR NEGOTIATIONS  
SUMMARY OF TENTATIVE AGREEMENTS  
FOR SETTLEMENT OF 2010 NEGOTIATIONS**

**1. Article 3 – Employment, Recruitment, Separation, Resignation**

Section 3.01 – Revised the language and procedure to more accurately reflect the process used in the above areas.

**2. Article 4 – Employment Categories**

Section 4.01 – Removed the term “appointed” from the definition of temporary employee.

**3. Article 5 – Temporary Employment**

Section 5.02 – Clarified the definitions of Agency Temporary Employee and Personal Services Contract Temporary Employee.

**4. Article 5 – Temporary Employment**

Section 5.05 – Removed the section on benefits for all temporary employees.

**5. Article 5 – Temporary Employment**

Section 5.07 – Indicated there would be no credit for a floating holiday if hired in December.

**6. Article 7 – Probationary Status**

Section 7.02 – Removed the term “acting appointment.”

**7. Article 8 – Employee Pay Plan**

Section 8.04 – Made neutral and inactive any reference to a lump sum salary adjustment.

**8. Article 8 – Employee Pay Plan**

Section 8.04 – Added language that insures salary adjustments do not exceed the maximum range for the classification.

**9. Article 8 – Employee Pay Plan**

Section 8.04 – Removed pay for performance limitations on a lateral transfer.

**10. Article 8 – Employee Pay Plan**

Section 8.04 – Added language which insures that when a reclassification takes place, the new salary would be at least at the minimum of the pay range for the classification.

**11. Article 8 – Employee Pay Plan**

Section 8.04 C2 – Eliminated this provision.

**12. Article 8 – Employee Pay Plan**

Section 8.04 H – Made a clerical change, adding an apostrophe after 2.13 in the first sentence.

**13. Article 10 – Employee Benefits**

Section 10.01 – Updated the language to show movement into the CalPers system.

**14. Article 10 – Employee Benefits**

Section 10.01 – Eliminated the reference to a twenty-dollar deductible.

**15. Article 10 – Employee Benefits**

Section 10.01 – Removed reference to the company “Metlife.”

**16. Article 10 – Employee Benefits**

Section 10.01 – Reformed the language to reflect current procedures and clarified the use of the Sacramento Metropolitan Area for benefit costs.

**17. Article 10 – Employee Benefits**

Section 10.02 – Clarified the changes in the maximum dollar amount allowed by federal statute for a Flexible Spending Account.

**18. Article 10 – Employee Benefits**

Section 10.02 – Reformed the language to allow less restrictive placement of the parking sticker on employee vehicles.

**19. Article 10 – Employee Benefits**

Section 10.05 – Removed reference to Route Checkers who have joined another labor unit.

**20. Article 11 – Holidays and Vacations**

Section 11.01 – Reformed some of the language and clarified the use of floating holidays in the year and compensation associated with cashing them out at the end of the year.

**21. Article 11 – Holidays and Vacations**

Section 11.01 A – Clarified the taking of a holiday on the weekend and when an employee's birthday holiday may be taken.

**22. Article 11 – Holidays and Vacations**

Section 11.01 C – Clarified that employees on layoff or leaving the employ of the District would be paid for unused floating holidays.

**23. Article 11 – Holidays and Vacations**

Section 11.01 D – Clarified that new employees hired after their birthday has occurred will not be eligible for it during the year of hire.

**24. Article 11 – Holidays and Vacations**

Section 11.02 – Indicated to which department a vacation sellback is to be made.

**25. Article 11 – Holidays and Vacations**

Section 11.02 E2 – Added subsection 2 to allow for payment into the employee's Deferred Compensation Account.

**26. Article 13 – Leaves of Absence**

Section 13.03 – Changed the reference from days to hours used in a supplemental sick leave account.



**27. Article 13 – Leaves of Absence**

Section 13.03 B7(b) – Allows for Human Resources to notify the recipient of a Supplemental Sick Leave benefit to know the amount of sick leave donated.

**28. Article 13 – Leaves of Absence**

Section 13.04 A1(a) – Clarifies that a supervisor is to be notified when medical leave is taken in excess of three days.

**29. Article 13 – Leaves of Absence**

Section 13.04 E1 – Allows for a bereaved employee to take nonconsecutive days off to the maximum if necessary; lists domestic partner.

**30. Article 13 – Leaves of Absence**

Section 13.04 G2 – Makes a clerical correction to insure the proper number (1) not a letter (a) is referred to.

**31. Article 13 – Leaves of Absence**

Section 13.04 H – Added a section on California Paid Leave.

**32. Article 14 – Uniform Requirement**

Sections 14.01, 14.02 – Deletes these sections as no longer necessary.

**33. Article 17 – Disciplinary Action**

Section 17.02 A – Inserts the option of demotion as a possible step in progressive disciplinary action.

**34. Article 17 – Disciplinary Action**

Section 17.03 – Clarifies definitions that are exceptions to progressive discipline and that can be implemented without progressive steps.

**35. Article 17 – Disciplinary Action**

Section 17.03 – Clarifies that self-defense is not actionable; that sex includes sexual orientation and that discrimination against any veteran is inappropriate.

**36. Article 17 – Disciplinary Action**

Section 17.03 – Clarifies that negligent conduct jeopardizing the health or safety of another employee or the public is actionable as an exception to progressive discipline.

**37. Article 17 – Disciplinary Action**

Section 17.05 – Created a new section that specifically provides an absenteeism standard, exceptions to evaluation for tardiness and provides for discipline where the standards are violated.

**38. Article 18 – Complaint Review Procedure**

Section 18.06 – Insures that the disciplinary review procedure will involve a person who is impartial and uninvolved in the case reviewed.

**39. Article 19 – Employer-Employee Organization Relations**

Section 19.12 – Clarifies a reference to Article Section 19.09.

**40. Article 20 – Reduction In Force**

Section 20.05 – Allows a laid off employee on an eligibility list to fill a vacancy, regardless of department. Provides timely eligibility lists to the AEA.

**41. Article 22 – Retired Employee and Dependent Health and Welfare Benefits**

Reformatted the article for greater clarity and ease in reading; made it medical provider neutral.