

REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
9	06/23/14	Open	Action	06/17/14

Subject: Terms for Settlement of Labor Negotiations Between RT and AFSCME Local 146, Administrative/Technical Unit

ISSUE

Whether to approve the terms for settlement of labor negotiations between Sacramento Regional Transit District (RT) and American Federation of State, County and Municipal Employees, Local 146, Administrative/Technical Unit (AFSCME), for a four year term from January 1, 2014 through December 31, 2017.

RECOMMENDED ACTION

Adopt Resolution No. 14-06-____, Approving the Terms for Settlement of Labor Negotiations between Sacramento Regional Transit District and American Federation of State, County and Municipal Employees, Local 146, Administrative/Technical Unit, for the Four Year Period of January 1, 2014 through December 31, 2017.

FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	361,002
Budget Source:	Operating	Next FY:	\$	722,004
Funding Source:	State and Federal Sources	Annualized:	\$	722,004
Cost Cntr/GL Acct(s) or Capital Project #:	Various Departmental Labor Accts.	Total Amount:	\$	2,888,000
Total Budget:	\$ 2,888,004**			

**The total contract settlement includes an estimated savings of \$20,000 in future pension costs, over the term of the Agreement, as the result of changes made to the Retirement Plan. The total cost is comprised of projected increases in insurance benefits (medical, dental, life/LTD, vision), and projected contributions to the retirement plan, and budgeting for increases in vacation and sick leave accruals due to employee longevity. There is no increase in wages/salaries due to Cost of Living Allowance (COLA). Compensation has increased by employees advancing annually through their pay ranges, i.e., step increases. The cost of this agreement is fully reflected in the proposed FY 2015 Budget. This total reflects the four year term of the Agreement.

DISCUSSION

Representatives of RT and AFSCME began meeting on November 7, 2013, for the purpose of renegotiating certain provisions of the Collective Bargaining Agreement (CBA) including the Retirement Plan (Plan) which is set to expire on December 31, 2013. The negotiating teams reached tentative agreement for a full and complete settlement of issues opened for renegotiation, subject to ratification and approval by the AFSCME membership and the RT Board of Directors.

Approved:

Presented:

Final 06/18/14

General Manager/CEO

Chief Administrative Officer

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The terms for settlement have been reduced to writing and are attached to the accompanying Resolution as Exhibit A. The bargaining committees endorse and recommend ratification and approval of the attached terms as a full and complete settlement of labor negotiations. AFSCME leadership has informed RT that its employee membership has ratified the terms for settlement.

In summary, the terms for settlement are as follows:

1. **ARTICLE 2 – Recognition:** Updated the list of job classifications constituting the bargaining unit.
2. **ARTICLE 5 – Union Security, Membership and Dues Check Off:** Added language that clarified that, as a condition of employment, employees covered by the CBA will either become members in the Union or pay to the Union and Agency Fee equal to monthly dues minus costs unrelated to administration of the CBA and representation.
3. **ARTICLE 17 – Wages / Salaries:** Pay ranges for covered job classifications will be adjusted on January 1, 2014, 2015, 2016 and 2017, using the World at Work Index. Prior to the commencement of general bargaining for a successor CBA, RT will provide the Union with salary survey information intended to be used during bargaining to revise the salary range structure during bargaining. The parties agree to open general bargaining prior to the customary 90 days in order to fully discuss related issues.

Note: There was no Cost of Living Allowance (COLA) increase agreed upon for covered employees. Compensation during the term of the agreement is provided by employees moving through their respective salary ranges annually at the step rate of 5%, provided that no salary rate may exceed the maximum of the salary range.

4. **ARTICLE 21 – Sick Leave:** For employees with a hire date prior to January 1, 2015, the value of sick leave hours sold back annually may be taken in cash, deposited into the employee’s Deferred Compensation Account or taken as a combination of either. Further, employees with a hire date prior to January 1, 2015, who are retiring from employment, may have the value of their sell back of sick leave put into an account for the purpose of funding medical insurance premium costs during retirement. The cashed out value is included as compensation for determining a retirement benefit.

For employees with a hire date on or after January 1, 2015, the amount of sick leave that can be sold back at retirement is based upon the amount of years of service at the time of retirement. Further, the retiree may elect to receive the value of their sick leave sell back into an account used to fund medical insurance premiums during retirement. The cashed out value is included as compensation for determining a retirement benefit.

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5. **ARTICLE 22 – Voluntary Supplemental Sick Leave Account:** Clarified the definition of “immediate family member” for whom an employee may establish an account, streamlined the language for clarity of understanding the procedure for establishing an account and clarified the handling of donations received in excess of the 480 hour cap.

6. **ARTICLE 23 – Paid Vacation:** For employees with a hire date on or after January 1, 2015, the amount of their vacation sell back received at retirement that will be applied to the determination of their “final compensation” for purposes of determining their pension allowance, will be based on a step formula based on their years of service at the time of retirement.

7. **ARTICLE 31 – Retired Employee and Dependent Insurance Benefits:** Added language providing more detail to the reader about existing benefit coverage’s and clarified the definition of an employee’s dependent.

8. **ARTICLE 31 – Insurance Benefits:** Added language providing more detail to the reader about existing benefit coverage’s and clarified the definition of an employee’s “dependent”.

9. **ARTICLE 32 – Retired Employee and Dependent Insurance Benefits:** Added language that specified insurance coverage is benchmarked at the greater premium rates for Kaiser and/or Blue Shield Access Plus, for the Sacramento Area, inserted language applicable to converting to Medicare Supplemental Insurance at age 65, integrated with Medicare Part B and inserted a provision applicable to employees hired after January 1, 2015, that while there is no dependent insurance coverage available, employee retiree coverage costs paid by RT is based upon a sliding scale tied to the amount of years of service at the time of retirement.

10. **ARTICLE 48 – Term of Agreement:** The term of this Agreement is 4 years, (48 months) January 1, 2014 through December 31, 2017.

11. RETIREMENT PLAN:

- A. Amend the Retirement Plan applicable to employee members of AFSCME A/T Unit that retire on or after July 1, 2014, to provide for the following:
 1. A year of service will be credited based on 12 months of service comprised of each consecutive one-month period beginning with the members date of hire.
 2. Employees hired by RT prior to September 21, 2010 and were members of the AFSCME A/T bargaining unit on September 22, 2010 will be fully vested after attaining 5 years of service credit.

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B. Amend the Retirement Plan applicable to employee members of AFSCME A/T Unit with a date of hire on or after January 1, 2015 to reflect the following:

1. Achieve full (100%) vesting after 10 years of credited service.
2. Employees will contribute toward their retirement an amount based on their years of service as follows: year 1, 1.5% of pay; year 2, 3.0% of pay; year 3 and continuing, 4.5% of pay.
3. The value of cashed out sick leave and vacation at the time of retirement that will count as compensation for purposes of calculating a retirement benefit is based on a sliding scale tied to ones years of service at the time of retirement as follows: 10 through 14 years, 50%; 15 through 19 years, 67%; 20 years and over, 85%.

Staff recommends approval of the settlement terms and conditions for a revised CBA and Retirement Plan between RT and AFSCME Local 146 Administrative/Technical Unit, to be effective January 1, 2014 and expire December 31, 2017, and authorize the General Manager/CEO to execute the final revised CBA.

RESOLUTION NO. 14-06-_____

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

June 23, 2014

**APPROVING THE TERMS FOR SETTLEMENT OF LABOR NEGOTIATIONS
BETWEEN SACRAMENTO REGIONAL TRANSIT DISTRICT AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 146, ADMINISTRATIVE/TECHNICAL UNIT, FOR THE FOUR YEAR PERIOD
OF JANUARY 1, 2014 THROUGH DECEMBER 31, 2017**

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

THAT, the labor contract settlement terms attached hereto as Exhibit A, between Sacramento Regional Transit (RT) and American Federation of State, County and Municipal Employees, Local 146, Administrative/Technical Unit (AFSCME), establishing compensation, benefits, retirement and other terms and conditions of employment for employee members of AFSCME, for the period of January 1, 2014 through December 31, 2017, is hereby approved.

THAT, the General Manager/CEO is hereby authorized to bind RT to a Collective Bargaining Agreement (CBA) with AFSCME, whereby the existing CBA, including the Retirement Plan, are amended and restated to provide for the changes to compensation, benefits, retirement provisions and other terms and conditions of employment, as set forth in Exhibit A.

THAT, The General Manager/CEO is hereby authorized to execute the fully revised CBA and the necessary Retirement Plan amendments on behalf of RT to implement their terms.

PHILLIP R. SERNA, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary

**Summary of the Terms for Settlement of Labor Negotiations
Between Sacramento Regional Transit District and
American Federation of State, County and Municipal Employees,
Local 146 – Admin./Tech. Bargaining Unit**

Representatives of Sacramento Regional Transit District (RT) and American Federation of State, County and Municipal Workers, Local 146, Admin./Tech. bargaining unit (AFSCME) began meeting on November 7, 2013 for the purpose of renegotiating certain provisions of the existing Collective Bargaining Agreement (CBA). On May 16, 2014, the negotiating parties arrived at a tentative agreement (TA) on all issues opened by both parties. The following is a summary of those items.

1. **ARTICLE 2 – Recognition:** Updated the list of job classifications constituting the bargaining unit.
2. **ARTICLE 5 – Union Security, Membership and Dues Check Off:** Added language that clarified that, as a condition of employment, employees covered by the CBA will either become members in the Union or pay to the Union and Agency Fee equal to monthly dues minus costs unrelated to administration of the CBA and representation.
3. **ARTICLE 17 – Wages / Salaries:** Pay ranges for covered job classifications will be adjusted on January 1, 2014, 2015, 2016 and 2017, using the World at Work Index. Prior to the commencement of general bargaining for a successor CBA, the District will provide the Union with salary survey information intended to be used during bargaining to revise the salary range structure during bargaining. The parties agree to open general bargaining prior to the customary 90 days in order to fully discuss related issues.

Note: There was no Cost of Living Allowance (COLA) increase agreed upon for covered employees. Compensation during the term of the agreement is provided by employees moving through their respective salary ranges annually at the step rate of 5%, provided that no salary rate may exceed the maximum of the salary range.

4. **ARTICLE 21 – Sick Leave:** For employees with a hire date prior to January 1, 2015, the value of sick leave hours sold back annually may be taken in cash, deposited into the employee's Deferred Compensation Account or taken as a combination of either. Further, employees with a hire date prior to January 1, 2015, who are retiring from employment, may have the value of their sell back of sick leave put into an account for the purpose of funding medical insurance premium costs during retirement. The cashed out value is included as compensation for determining a retirement benefit.

For employees with a hire date on or after January 1, 2015, the amount of sick leave that can be sold back at retirement is based upon the amount of years of service at the time of retirement. Further, the retiree may elect to receive the value in placed into an account for the purpose of funding medical insurance premiums during retirement. The cashed out value is included as compensation for determining a retirement benefit.

5. **ARTICLE 22 – Voluntary Supplemental Sick Leave Account:** Clarified the definition of “immediate family member” for whom and employee may establish an account, streamlined the language for clarity of understanding the procedure for establishing an account and clarified the handling of donations received in excess of the 480 hour cap.
6. **ARTICLE 23 – Paid Vacation:** For employees with a hire date on or after January 1, 2015, the amount of their vacation sell back received at retirement that will be applied to the determination of their “final compensation” for purposes of determining their pension allowance, will be based on a step formula based on their years of service at the time of retirement.
7. **ARTICLE 31 – Insurance Benefits:** Added language providing more detail to the reader about existing benefit coverage’s and clarified the definition of an employee’s “dependent”.
8. **ARTICLE 32 – Retired Employee and Dependent Insurance Benefits:** Added language that specified insurance coverage is benchmarked at the greater premium rates for Kaiser and/or Blue Shield Access Plus, for the Sacramento Area, inserted language applicable to converting to Medicare Supplemental Insurance at age 65, integrated with Medicare Part B and inserted a provision applicable to employees hired after January 1, 2015, that while there is no dependent insurance coverage available, employee retiree coverage costs paid by RT is based upon a sliding scale tied to the amount of years of service at the time of retirement.
9. **ARTICLE 48 – Term of Agreement:** The term of this Agreement is 4 years, (48 months) January 1, 2014 through December 31, 2017.

10. RETIREMENT PLAN:

- A. Amend the Retirement Plan applicable to employee members of AFSCME A/T Unit that retire on or after July 1, 2014, to provide for the following:
 1. A year of service will be credited based on 12 months of service comprised of each consecutive one-month period beginning with the members date of hire.

2. Employees hired by RT prior to September 21, 2010 and were members of the AFSCME A/T bargaining unit on September 22, 2010 will be fully vested after attaining 5 years of service credit.

B. Amend the Retirement Plan applicable to employee members of AFSCME A/T Unit with a date of hire on or after January 1, 2015 to reflect the following:

1. Achieve full (100%) vesting after 10 years of credited service>
2. Employees will contribute toward their retirement an amount based on their years of service as follows: year 1, 1.5% of pay; year 2, 3.0% of pay; year 3 and continuing, 4.5% of pay.
3. The value of cashed out sick leave and vacation at the time of retirement that will count as compensation for purposes of calculating a retirement benefit is based on a sliding scale tied to ones years of service at the time of retirement as follows: 10 through 14 years, 50%; 15 through 19 years, 67%; 20 years and over, 85%.

11. TENTATIVE AGREEMENTS: Attached are eleven TA's executed by the parties during negotiations which are comprised of 24 pages. Upon ratification by the bargaining unit and approved by the Board of Directors, these TA's will be used to revise the full CBA.

TA

Sacramento Regional Transit District
Administrative Technical Bargaining Unit

Bargaining 2013

ARTICLE 2 – RECOGNITION

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

- Accessible Services Eligibility Specialist
- Administrative Assistant I
- Administrative Assistant II
- Administrative Technician
- Customer Advocate I
- Graphic Designer
- IT Project Coordinator
- IT Technician I
- IT Technician II
- Marketing and Communications Specialist
- Network Operations Engineer
- Network Operations Technician**
- Operations Trainer
- Route Checker
- Safety Specialist I
- Safety Specialist II
- Senior Customer Advocate
- Senior Facilities Specialist
- Senior Inspector
- Senior Safety Specialist

Tentative Agreement

Nancy Vinson 1-10-14
Nancy Vinson, For AFSCME Date

Dan Bailey 1-10-14
Dan Bailey, For SRTD Date

TA

Sacramento Regional Transit District
Administrative Technical Bargaining Unit

Bargaining 2013

ARTICLE 5 – UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF

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

o/c NB
NV

Tentative Agreement

Nancy Vinson 1-10-14
Nancy Vinson, For AFSCME Date

Dan Bailey 1-10-14
Dan Bailey, For SRTD Date

AFSCME

TA
5-16-14

Sacramento Regional Transit District
Administrative Technical Bargaining Unit

Bargaining 2013

ARTICLE 17 – WAGES / SALARIES

17.03 Pay Range Adjustment – Pay ranges will be reviewed annually in October, using the World at Work Index. If warranted, the pay ranges for covered job classifications will be adjusted effective **January 1, 2014, January 1, 2015, January 1, 2016 and January 1, 2017** of the following year occurring within the term of this Agreement ~~per Article 48.03.~~

17.04 The District agrees to provide the union with all salary survey information and supporting documentation from the salary survey that is intended to be used by the District as supporting salary information during bargaining. This information will be provided at the time negotiations for a successor Agreement begin. Each month of delay the survey information is not provided will add an extension of the application of the World at Work for one additional month into the next contract term.

Tentative Agreement

Nancy Vinson 5-16-14
Nancy Vinson, For AFSCME Date

Dan Bailey 5-16-14
Dan Bailey, For SRTD Date

Sacramento Regional Transit District
Administrative Technical Bargaining Unit
Bargaining 2013

TA
5-16-14

ARTICLE 21 – SICK LEAVE

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

A. Definition No change

B. Eligibility No change

C. Sick Leave Accrual

1. Active Service No change

2. Monthly Accrual No change

3. Maximum Accumulation

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

D. Use During Leaves Of Absence No Change

E. Physician's Release No Change

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

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

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

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

G. Sick Leave Sellback at Retirement

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

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

Option 1:

- a. If an employee has been employed by the DISTRICT for ten (10) through fourteen (14) years and retires from employment pursuant to the provisions of the DISTRICT'S Retirement Plan, he or she shall be eligible to sell back a maximum of forty percent (40%) of all his or her accumulated sick leave on record at the date leaving active service for retirement.
- b. An employee retiring under the RT Salaried Employees Retirement Plan, who has fifteen (15) years of service or more, may sell back up to four hundred eighty (480)

hours or seventy-five percent (75%) of his/her accumulated sick leave, whichever is greater, upon separating from employment for retirement.

- c. If an employee is retiring from the DISTRICT after ten (10) through fourteen (14) years of service and retires under the Disability Retirement provisions of the DISTRICT'S Retirement Plan as a result of sustaining an industrial illness or injury during the course of his or her employment, the employee shall be eligible to sell back fifty percent (50%) of his or her accumulated sick leave on record at the time of leaving active service with the DISTRICT.
- d. An employee retiring under the Disability provisions of the DISTRICT'S Retirement Plan who has fifteen (15) years of service or more, may sell back up to four hundred eighty (480) hours or seventy-five percent (75%) of his/her accumulated sick leave, whichever is greater, upon separating from employment for retirement.
- e. If an employee of the DISTRICT leaves employment for any reason except termination for cause, and does not fall under the provisions of F1, 2, 3 or 4, G, (1) a, b, c, or d above, he or she is eligible to sell back thirty-three and one-third percent (33-1/3%) of his or her accumulated sick leave on record at the time of leaving active service.

- Option 2.

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

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

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

- Option 1

- a. An employee with less than 10 completed years of employment with the District is ineligible to cash out his or her accrued sick leave balance at the time of retirement.
- b. An employee that has been employed by the DISTRICT for ten (10) through fourteen (14) years and retires from employment pursuant to the provisions of the

DISTRICT'S Retirement Plan, shall be eligible to sell back a maximum of forty percent (40%) of all his or her accumulated sick leave on record at the date leaving active service for retirement.

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

- f. If an employee with ten (10) years of completed service with the DISTRICT leaves employment for any reason except termination for cause, and does not fall under the provisions of G (2), b,c,d,or e above, he or she is eligible to sell back thirty-three and one-third percent (33-1/3%) of his or her accumulated sick leave on record at the time of leaving active service.

- Option 2.

- a. An employee leaving active employment of the District and retires pursuant to the provisions of the DISTRICT'S Retirement Plan may elect to have the value of unused sick leave put into an account for the purpose of funding medical insurance premium costs during retirement. At the time such funds are exhausted, medical insurance costs will be deducted from the retiree's monthly retirement check.
- b. The value of the unused sick leave shall be included as compensation for the purpose of determining an employee's retirement allowance pursuant to Article 21, G (2) of this MOU.

H. Integration With Workers' Compensation Or State Disability Insurance

No Change

Tentative Agreement

Nancy Vinson 5-16-14
Nancy Vinson, For AFSCME Date

Dan Bailey 5/16/14
Dan Bailey, For SRTD Date

TA
5-16-17

Sacramento Regional Transit District
Administrative Technical Bargaining Unit

Bargaining 2013

ARTICLE 22 – VOLUNTARY SUPPLEMENTAL SICK LEAVE ACCOUNT

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

22.02 Catastrophic Illness or Injury Defined

A serious/extended illness or injury which is expected to incapacitate the employee and which creates a financial hardship because the employee has exhausted all of his/her sick leave and other leave credits. Catastrophic illness or injury may also include an incapacitated family member if this results in the employee being required to take time off from work for an extended period of time to care for the immediate family member and the employee has exhausted all of his/her sick leave and other leave credits.

The prolonged illness or injury should preclude the employee from working and result in financial hardship, normally defined as at least two weeks without pay. Such catastrophic illness or injury may include, but is not limited to heart attack, stroke, kidney failure, cancer, incapacitating disease, major surgery, treatment for a life threatening illness, or hospitalization as a result of a serious automobile or other accident. The Director, Human Resources will make the final determination on the type of illness or injury and situation, which would qualify the employee for use of the catastrophic, leave program.

22.03 Eligibility – All employees are eligible to participate in this program, except that an employee may not donate accrued Sick Leave if his or her accrued Sick Leave balance would decline below 40 hours after making such a donation.

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

22.05 Definitions

- A. Donor: Donor means an eligible employee who transfers his or her paid leave to an account maintained for the benefit of an eligible recipient. A donor may transfer up to a maximum of forty (40) hours of paid leave to each Supplemental Sick Leave Account.
- B. Immediate Family Members: Immediate Family Member shall be the employee's spouse, a certified domestic partner, father, mother, son, daughter, stepson, stepdaughter, mother-in-law, father-in-law, or a dependent as defined by the employee's health care provider.
- C. Paid Leave: Paid leave means an employee's accrued Sick Leave, accrued Vacation, and accrued Floating Holidays.
- D. Recipient: Recipient means any DISTRICT employee, who meets the eligibility conditions precedent to the establishment of a Supplemental Sick Leave Account for the benefit of that employee.

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

- A. An employee or immediate family member of the employee is terminally ill, as diagnosed by a licensed physician and the prognosis is for a continued life span of 12 months or less, including time spent at death of the terminally ill person; or
- B. An employee or immediate family member of the employee has been involved in a life threatening or other catastrophic occurrence, which requires immediate care by the recipient; and
- C. A Supplemental Sick Leave Account shall be limited to no more than two (2) accounts during a rolling twelve (12) month period.
- D. A Supplemental Sick Leave Account may not fund more than four hundred eighty (480) hours of paid Sick Leave, based upon the recipient employee's current hourly wage; and
- E. A Supplemental Sick Leave Account may not be disbursed to an employee unless the employee has 10 days (80 hours) or less of accrued Vacation and Sick Leave combined.

22.07 Establishment Of Supplemental Sick Leave Account

- A. An employee desiring to establish a Supplemental Sick Leave Account (or a Department Manager/Director acting on behalf of a qualifying employee) must contact his or her department office or HR and obtain a Request Form. The form must be completed in detail and submitted to the Department Manager/Director for review and forwarded to HR for review **and approval** by the Director, HR.
- B. Once a request has been approved, the HR Department will notify other departments that a request has been approved and that a notice to employees is to be posted. The notice shall alert employees who wish to donate accrued time that they must **fill** out a Donation Form and return it to HR within 30 calendar days of the establishment of the Supplemental Sick Leave Account.
- C. The Donation Form used by HR shall contain a declaration by the donor to the effect that the donation is to remain anonymous unless the donor grants permission to reveal his or her name to the recipient.
- D. HR shall notify the Payroll Department of the recipient's name and the paid leave transfers that have been authorized.
- E. Once all donated hours have been verified, each employee's accrual account balance will be reduced, and all hours donated will be credited toward the recipient's account. Sick leave or vacation hours may be donated in any number up to the maximum but floating holidays may only be donated in block of 8 hours.
- F. Donations will be credited to the recipient's sick leave account on the basis of "first in, first used". If the total hours donated exceeds the 480 hour maximum, the remaining donations will not be deducted from the donor's account.
- G. A donation may only be made one time per occurrence in which a Supplemental Sick Leave Account has been established.

Tentative Agreement

Nancy Vinson 5-16-14
Nancy Vinson, For AFSCME Date

Dan Bailey 5/16/15
Dan Bailey, For SRTD Date

RT – AFSCME 146 A/T UNIT NEGOTIATIONS

TA
4-24-14

RT PROPOSAL

ARTICLE 23 – PAID VACATION

23.01 Vacation Eligibility **No change**

23.02 Employee Hired On Or After October 26, 1981 **No change**

23.03 Proration – **No change**

23.04 Vacation Pay **No change**

23.05 Vacation Accrual

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

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

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

23.06 Vacation Sellback

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

B. Sell Back to Deferred Compensation Account – An employee with 10 through 16 years of continuous service may annually sell back 1 week (40 hours) of accrued, available vacation at his or her straight time hourly rate in effect on November 30th of the year preceding the payment date. An employee with 17 or more years of continuous service may annually sell back up to 3 weeks (120

hours) of accrued available vacation at his or her straight time hourly rate in effect on November 30th of the year preceding the payment date. Sell Back under this provision is for the express purpose of depositing into the employee's Deferred Compensation Account. In order to participate in this program, the employee must be enrolled in the DISTRICT'S sponsored Deferred Compensation Program by the end of February of the year in which participation is intended.

23.07 Vacation Sell Back at Retirement

A. Employees leaving the employment of the District for any reason will receive the value of their accrued but unused vacation hours at the time of separation which may be taken as part of their separation pay or deposited in their Deferred Compensation Account.

District NV

B. Employees with a hire date on or before December 31, 2014, may have the cash value of accrued but unused vacation hours included as income for the purposes of determining the employee's final compensation for retirement.

OK
ALB
4-24-14

District NV

C. Employees with a hire date on or after January 1, 2015, may have the cash value of the accrued but unused vacation hours included as income for the purposes of determining a retirement benefit based upon his or her length of employment prior to retirement, as follows:

1. Employees with less than 10 years of completed service will have no amount of the value of accrued but unused vacation hours included as income for determining a retirement benefit.
2. Employees with 10 through 14 years of completed service will have 50% of the value of accrued but unused vacation hours included as income for determining a retirement benefit.
3. Employees with 15 through 19 years of completed service will have 67% of their accrued but unused vacation hours included as income for determining a retirement benefit.
4. Employees with 20 or more years of completed service will have 85% of their accrued but unused vacation hours included as income for determining a retirement benefit.

23.08 Vacation Utilization **No change**

23.09 Vacation Scheduling **No change**

Article 23: Paid Vacation cont.

TENTATIVE AGREEMENT ON 24 DAY OF April, 2014.

For AFSCME: Nancy Vinson

For SRTD: Alan Barber

2/19/14

To Union 12/19/13
RT Opener.

RT – AFSCME 146 A/T UNIT NEGOTIATIONS

RT PROPOSAL

TA
2/19/14

ARTICLE 31 – INSURANCE BENEFITS

31.01 Medical Insurance **No change**

31.02 Cash in Lieu of Medical Coverage **No Change**

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

OK

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

31.05 Life Insurance – **No change**

31.06 Long-Term Disability Insurance – **No change**

31.07 Supplemental Life Insurance – During the term of this Agreement, the DISTRICT will provide optional Supplemental Life Insurance coverage for each covered full time employee, his or her spouse and child(ren). Participation in the insurance coverage is at the election of the employee and premium cost for the coverage is paid by the employee through monthly payroll deduction. Spousal coverage is limited to 50% of the coverage amount selected by the employee not to exceed \$50,000. The provision of the benefits is subject to the terms of the policy between the DISTRICT and the insurance company. No Plan benefits may be changed without meeting and conferring with the UNION.

31.08 Qualification for Benefits – **No change**

31.09 Benefit Continuation During Extended Illness or Injury – **No change**

OK • 31.10 Dependent Definition – Dependent eligibility is limited to those individuals deemed “dependents,” as described in the respective group in the employee’s chosen health medical benefit insurance plan or a controlling state or Federal regulation.

31.11 Benefit Information – **No change**

31.12 Domestic Partners – **No change**

31.13 Death Benefit Continuation – **No change**

TA
Bailey
2-19-14

Nancy Vinson
2-19-14

Sacramento Regional Transit District
Administrative Technical Bargaining Unit

TA
5-16-17

Bargaining 2014

ARTICLE 32 – RETIRED EMPLOYEE AND DEPENDENT INSURANCE BENEFITS

32.01 Medical Insurance to be Provided by CalPERS — No change

~~32.01 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. 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, as described in Article 31.01 of this MOU. A retiree residing outside the coverage area of a Sacramento area plan, or selecting a plan option with a cost in excess of the benchmarked plan will be responsible for paying the difference in cost.~~

A. Employee Hired Prior To January 1, 1994 No change

1. An employee of the DISTRICT who retires under the provisions of the Salaried Employees Retirement Plan on or after June 16, 2009, will be eligible to receive a Health and Welfare (CalPERS Medical, Dental, Life) Allowance for himself/herself upon retirement, but shall be required to pay ten percent (10%) of the monthly Medical Insurance Coverage premium cost incurred by the DISTRICT. The retiree may elect to provide Health and Welfare (medical and dental) Coverage for his/her dependent(s), however, the retiree shall be required to pay a percentage of the premium cost incurred by the DISTRICT for medical coverage for the dependent's coverage, as specified under Section 32.01B.3, below. The retiree's share of the cost for such coverage shall be deducted semi-monthly from the retiree's retirement benefits.
2. Medicare Supplement Insurance- At such time as the retiree 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 Article 32.01 (A). In order for the Medicare Supplemental Insurance to provide coverage, the retiree must enroll in Medicare Part B at the time of eligibility.

B. Dependent Medical Allowance for Employee Hired Prior to January 1, 1994, and Retirees On or After August 1, 1994 **No change**

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

~~1. 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.~~

~~2. This allowance may not be used for any purpose other than that provided in this Section. The allowance shall be in accordance with the following table:~~

Length of Service of the Retiree	Percentage Paid by Emp. Plus 10% Co-payment	Percentage Paid by District	Total Paid
10 years	50% + 10% = 60%	40%	100%
11 years	45% + 10% = 55%	45%	100%
12 years	40% + 10% = 50%	50%	100%
13 years	30% + 10% = 40%	60%	100%
14 years	20% + 10% = 30%	70%	100%
15 years	00% + 10% = 10%	90%	100%

2. 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.

C. Employee Hired by the District after December 31, 1993 and before January 1, 2015 shall be eligible for Health and Welfare Benefits at retirement as follows: **No change**

1. An employee hired **by the District after** December 31, 1993 **and before January 1, 2015**, shall be eligible for Health and Welfare Benefits at retirement as follows:

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

cost for said coverage. The premiums for such coverage shall be deducted semi-monthly from the retiree's retirement benefits.

- ii Medicare Supplement Insurance At such time as the retiree 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 Article 32.01 (C). In order for the Medicare Supplemental Insurance to provide coverage, the retiree must enroll in Medicare Part B at the time of eligibility.

D. Employees hired by the District on or after District Hired After January 1, 2015

1. Employees with a District hire date on or after January 1, 2015 that leave employment and retire under the provisions of the District's Retirement Plan are eligible for a District payment toward their retiree medical coverage based upon their completed years of service at the time of retirement, as follows:

- 10 - 14 years: RT pays the PHEMCA equal minimum contribution in effect at the time of retirement (currently \$140/month).
- 15 - 19 years: RT pays 67% or \$500 per month, whichever is less toward the medical insurance premium to which the retiree is entitled.
- 20 and over: RT pays the same amount percentage as when the retiree was an active employee.

2. Medicare Supplement Insurance At such time as the retiree 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 Article 32.01 (D). In order for the Medicare Supplemental Insurance to provide coverage, the retiree must enroll in Medicare Part B at the time of eligibility.

When a retiree attains the age of 65 or Medicare eligibility, the previously stated amounts shall be based upon the applicable Supplemental Medicare Insurance benefit.

Tentative Agreement

Nancy Vinson
Nancy Vinson, For AFSCME

5-16-14
Date

Dan Bailey
Dan Bailey, For SRTD

5/16/14
Date

Sacramento Regional Transit District
Administrative Technical Bargaining Unit

TA
5-16-17

Bargaining 2013

ARTICLE 48 – TERM OF AGREEMENT

~~Section 48.01 Amend language to provide for a 36 month contract beginning May 1, 2014 and ending March 31, 2017.~~

ARTICLE 48 – TERM OF AGREEMENT

48.01 This Agreement shall be effective ~~July 1, 2012,~~ **January 1, 2014** and shall remain in full force and effect through December 31, ~~2013~~ **2017**. The Agreement shall renew automatically year to year thereafter unless either party notifies the other in writing 90 days prior to the December 31, ~~2013~~ **2017, that they wish to negotiate a successor Agreement.** , that it desires to modify or terminate its terms. In the event a notice of intent to terminate the Agreement is served by one party upon the other, the effective date of termination shall be no less than 7 calendar days following the date of receipt of the notice.

48.02 In the event notice to modify the Agreement is given, negotiations shall begin as soon as mutually acceptable, **any time after June 30, 2017,** but no later than 60 days prior to December 31, ~~2013~~ **2017,** or 60 days prior to the end of any subsequent yearly period of extended renewal. Upon mutual agreement, the parties may exchange their respective written proposals for modifying the Agreement at least 7 days in advance of the first scheduled meeting.

48.03 This Agreement shall remain in full force and effect during the period that negotiations are underway until such time as a successor agreement is executed by the parties, ~~or until terminated by written notice served by one party upon the other.~~

48.04 Reopener (New provision)

During the term of this agreement either party retains the right to reopen the Agreement for the purpose of renegotiating 1 economic and 1 non-economic item between January 1, 2015 and December 31, 2016 **January 1, 2017.** The desiring party must send written notice to the other of its intent to reopen the Agreement and negotiations will begin as soon thereafter as can be mutually agreed upon, but no later than 30 calendar days.

Tentative Agreement

Nancy Vinson 5-16-14
Nancy Vinson, For AFSCME Date

Dan Bailey 5/16-14
Dan Bailey, For SRTD Date

RT – AFSCME A/T UNIT LABOR NEGOTIATIONS
RT PROPOSAL

MAY 16, 2014

TA
5-16-14

RETIREMENT PLAN

Amend the provisions of the Retirement Plan applicable to employee members of AFSCME 146, A/T unit, to accomplish the following:

1. Effective January 1, 2015, all covered employee members of AFSCME 146 A/T Unit with a date of hire on or after that date will:
 - A. Achieve 100% vesting after 10 completed years of service.
 - B. Contribute toward their retirement, from date of hire with the contribution rate increasing and ~~increase~~ based on completed years of service, as follows
 - Year 1 – 1.5% of pay
 - Year 2 – 3.0% of pay
 - Year 3+ – 4.5% of pay
 - C. At the time of retirement, the value of cashed out accruals (sick leave and vacation) included as income for the purposes of determining a retirement benefit, ~~shall~~ will be based upon the employee's ones length of completed years of service, as follows, and as described in the AFSCME Administrative Technical Memorandum of Understanding, Article 23 for sick leave, and Article 21 for vacation:

• 10 through 14	50%
• 15 through 19	67%
• 20 and over	85%
 - D. Service for purposes of determining a retirement benefit shall will be credited for each completed month beginning with the Member's date of hire.
- B. ~~Those employees who have a hire date on or before September 21, 2010, who are employed by RT on the effective date of this contract settlement, who retire prior vesting with at least 10 years of service, will be credited with the additional time necessary in order to be 100% vested with 10 years of service.~~

Also add as Article 33.01 (A)

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

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

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

5 Employees who are hired by the District on or after January 1, 2015 ~~shall~~ will be fully vested after attaining at ten (10) years of service credit of employment with the District.

a. An employee with fewer less than ten (10) years of credited service with the District will be vested as follows:

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

Tentative Agreement

For AFSCME Nancy Vinton Date 5-16-14

For RT Don Bailey Date 5-16-14

RT – AFSCME 146 Labor Negotiations
RT Proposal

TA
5-16-14

May 16, 2014

Retirement Plan

Revise Appendix F, Schedule One of the District Retirement Plan applicable to AFSCME 146, Administrative/Technical bargaining unit members to provide the following:

- (1) (a) and (b) – No change
- (2) A Year of Service will be credited for each 12 Months of Service credited to a Member as an Eligible Employee represented by AFSCME subsequent to the Member's most recent date of hire.
- (3) A Month of Service will be credited for each consecutive one-month period beginning with the Member's Date of Hire during which the Member is continuously employed by the District as an Eligible Employee represented by AFSCME, unless provided elsewhere in the Plan.
- (4) No change

Tentative Agreement this 16th day of May, 2014.

For AFSCME: Nancy Vinson

For SRTD: Dan Binley