

REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
6	02/09/15	Open	Action	01/15/15

Subject: Terms for Settlement of Labor Negotiations between RT and AFSCME Local 146, Supervisor Unit

ISSUE

Whether to approve the terms for settlement of labor contract negotiations between Sacramento Regional Transit District (RT) and American Federation of State, County and Municipal Employees, District Council 57, Local 146, Supervisor Unit (AFSCME), for the four year term of January 1, 2015 through December 31, 2018.

RECOMMENDED ACTION

Adopt Resolution No. 15-02-____, Approving the Terms for Settlement of Labor Contract Negotiations between Sacramento Regional Transit District and American Federation of State, County and Municipal Employees, District Council 57, Local 146, Supervisor Unit, for the Four Year Term of January 1, 2015 through December 31, 2018.

FISCAL IMPACT

Budgeted:	Yes – Partially Budgeted	This FY:	\$	915,200
Budget Source:	Operating	Next FY:	\$	1,830,000
Funding Source:	State and Federal Sources	Annualized:	\$	1,830,000
Cost Cntr/GL Acct(s) or Capital Project #:	Various Departmental Labor Accts.	Total Amount:	\$	9,152,000
Total Budget:	\$ 13,434,140			

The total contract settlement includes an estimated savings of \$32,000 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 FY 2015 budget. This total reflects the four year term of the Agreement.

The total costs for FY 2015 year will increase the actual costs above the current budget for this labor group by \$200,250 for FY 2015. This adjustment will be included in the FY 2015 mid-year budget revision in February / March, 2015.

Approved:

Presented:

Final 02/04/15

General Manager/CEO

Chief Administrative Officer

J:\Board Meeting Documents\2015\03 February 9, 2015\AFSCME - RT Supervisor Contract Settlement .doc

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DISCUSSION

Representatives of RT and AFSCME began meeting on October 30, 2013, for the purpose of renegotiating certain provisions of the Collective Bargaining Agreement (CBA) including the Retirement Plan (Plan) which were 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.

In summary, the substantive terms for settlement are as follows:

1. Term of Agreement: 4 years from January 1, 2015 through December 31, 2018.
2. Wage/Salary Package:
 - Converted Transportation Supervisor Group to a salary range compensation system with ranges adjusted annually by a factor determined by the World at Work Index.
 - There are no COLA increases. Employees receive an annual salary range step increase provided that no employee is paid beyond the maximum of his or her classification salary range.
 - The average annual cost of the proposed labor cost settlement is 2.99%.
3. Retired Employee and Dependent Insurance Benefits: Employees hired on or after January 1, 2015 will receive a reduced RT contribution toward their post-employment medical coverage based upon their length of service prior to retirement. Dependent medical benefit coverage is provided at the cost to the retiree.
4. Paid Vacation:
 - For employees hired on or after January 1, 2015, the maximum vacation accrual will be capped at 2 years. Employees hired on or before December 31, 2014 can accrue up to the total amount of vacation that can be earned over 3 years.
5. Retirement Plan:
 - Effective December 30, 2014, the provisions of Public Employee Pension Reform Act (PEPRA) CA Gov. Code Section 7522 et seq. became effective and applicable to all employees hired into the District on or after December 30, 2014. Provisions of the Retirement Plan pertaining to members of the AFSCME Local 146, Supervisor Unit will be promulgated and implemented to maintain compliance with California law.

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6	02/09/15	Open	Action	01/15/15

Subject: Terms for Settlement of Labor Negotiations between RT and AFSCME Local 146, Supervisor Unit

The terms for settlement have been reduced to writing and are attached to the accompanying Resolution as Exhibit A. The employee membership of the Union have voted to ratify the terms for settlement. Staff recommends the Board approve the terms for settlement of contract negotiations for the term of January 1, 2015 through December 31, 2018.

RESOLUTION NO. 15-02-_____

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

February 9, 2015

**APPROVING THE TERMS FOR SETTLEMENT OF LABOR CONTRACT
NEGOTIATIONS BETWEEN SACRAMENTO REGIONAL TRANSIT DISTRICT AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL 57, LOCAL 146, SUPERVISOR UNIT, FOR THE FOUR YEAR
TERM OF JANUARY 1, 2015 THROUGH DECEMBER 31, 2018**

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, District Council 57, Local 146, Supervisor Unit (AFSCME), establishing compensation, benefits, retirement and other terms and conditions of employment for employee members of AFSCME, for the period of January 1, 2015 through December 31, 2018, 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.

JAY SCHENIRER, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary

**RT – AFSCME 146 SUPERVISOR UNIT LABOR NEGOTIATIONS
FINAL OFFER FOR SETTLEMENT**

December 19, 2014

The following are tentative agreements is for settlement of labor negotiations which began January 23, 2014. Any issues not formally withdrawn or tentatively agreed upon which are not addressed below are to be considered either rejected or withdrawn by the District, as appropriate.

1. Article 20 – Wages

**20.01 TRANSPORTATION SUPERVISOR, TRANSIT OFFICER SUPERVISOR AND
CBS DISPATCHER/SUPERVISOR**

Salary Increase - Effective January 1, 2015, the existing pay steps and step duration schedules for the job classifications of Transportation Supervisor, Transit Officer Supervisor and CBS Dispatcher/Supervisor shall be converted to the Pay Ranges shown below. Covered employees will be placed in their respective ranges at the level consistent with their current annualized hourly rate. Effective on January 1, 2015, and occurring annually on that date, he or she shall receive a 5% step increase in compensation provided that no employee will be paid an amount exceeding the maximum of his or her pay range.

	<u>Eff. 1/1/2015</u>		<u>Eff. 1/1/2015</u>	
	<u>Hrly. Min</u>	<u>Hrly.Max</u>	<u>Range Min.</u>	<u>Range Max</u>
Transportation Supervisor	\$34.25	\$47.96	\$71,250	\$99,750
Transit Officer Supervisor	\$32.93	\$46.11	\$68,499	\$95,899
CBS Disp./Supervisor	\$30.64	\$42.89	\$63,725	\$89,214

20.02 Annual Range Adjustment – Effective January 1, 2016, 2017 and 2018, the pay ranges shall be adjusted by a factor established by the World at Work Index. The January adjustment will be made based upon the index reported for the previous October.

20.03 Bus Maintenance, Light Rail Maintenance, Wayside Maintenance, Facilities Maintenance and Administrative Supervisor

a) Non-Exempt Classifications

Annual Range Adjustment – Effective January 1, 2015, the pay ranges shown below will become effective. Thereafter, effective January 1, 2016, 2017 and 2018, the pay ranges shall be increased by a factor established by the World at Work Index published for the previous month of October.

Salary Increase – Effective January 1, 2015, the salary levels of employees will be converted to their annualized rates and placed within their respective pay ranges, as set forth below. Effective January 1, 2015, and occurring annually on that date thereafter, all employees will receive a 5% step increase in compensation provided that no employee shall be paid a rate in excess of the maximum of his or her pay range, as established below.

<u>Non-Exempt Classifications</u>	1/1/2015		1/1/2015	
	Hourly Min	Hourly Max	Range Min	Range Max
Administrative Supervisor	\$28.70	\$40.16	\$59,696	\$83,574
Maintenance Supervisor (Bus/Light Rail)	\$36.14	\$50.59	\$75,171	\$105,240
Maintenance Supervisor (Wayside)	\$39.04	\$54.65	\$81,203	\$113,684
Maintenance Trainer (Bus/Light Rail)	\$36.14	\$50.59	\$75,171	\$105,240
Route Check Supervisor	\$24.60	\$34.44	\$51,168	\$71,635

b) Exempt Classifications

Annual Range Adjustment – On January 1, 2015, pay ranges shown below will become effective. Thereafter, effective January 1, 2016, 2017 and 2018, the pay ranges shall be increased by a factor established by the World at Work Index published for the previous month of October.

Salary Increase – Effective January 1, 2015, the salary levels of employees will be converted to their annualized rates and placed within their respective pay ranges, as set forth below. Effective January 1, 2015, and occurring annually on that date thereafter, all employees will receive a 5% step increase in compensation provided that no employee shall be paid a rate in excess of the maximum of his or her pay range, as established below.

<u>Exempt Classifications</u>	1/1/2015		1/1/2015	
	Hourly Min	Hourly Max	Range Min	Range Max
Customer Advocacy Supervisor	\$35.03	\$49.04	\$72,862	\$102,006
Customer Service Supervisor	\$31.84	\$44.58	\$66,227	\$92,718
Facilities Supervisor	\$35.03	\$49.04	\$72,862	\$102,006

20.04 Probationary Period - The duration of the Probationary Period for all these job classifications covered by this Agreement is normally is 9 months. At the conclusion of an employee's Probationary Period, he or she will receive a 5% increase in compensation. Should the Probationary Period be extended for any reason, the

increase in compensation will become effective at the end of the extension period. The date one completes his or her Probationary Period establishes employee's anniversary date for his or her current job classification.

Tentative Agreement:

For AFSCME:

For SRTD:

\s\ Nancy Vinson
12/8/14
 Date

\s\ Dan Bailey
12/4/14
 Date

2. ARTICLE 36 – RETIRED EMPLOYEE AND DEPENDENT INSURANCE BENEFITS

36.01 Bus and Rail Transportation Supervisors

a) 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. **The premiums for the insurance coverage shall be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus 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.**

- 1) 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.
- 2) 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%

3) 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.

b) 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. **The premiums for the insurance coverage shall be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus 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.**~~

~~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.~~

1) 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.

- 2) 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 Plus 10% Co-payment</u>	<u>Emp. 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%

- 3) 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.

c) Retirement with a Date of Hire on or after January 1, 2015

Employees hired 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:

- 1) **5 – 9 years: RT pays the PHEMCA equal minimum contribution in effect at the time of retirement (currently \$140/month).**
- 2) **10 – 15 years: RT pays 50% or \$500 per month, whichever is less toward the retiree’s medical insurance.**

- 3) 16 – 19 years: RT pays 75% or \$750 per month, whichever is less toward the retiree’s medical insurance coverage.
- 4) 20 and over: RT pays the same amount as when the retiree was an active employee.

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.

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.

36.02 Bus, Light Rail, Wayside, 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. The premiums for the insurance coverage shall be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus 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.

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 section 36.02 (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:

Length of Service of the <u>Retiree</u>	Percentage Paid by <u>Emp. Plus 10% Co-payment</u>	Percentage Paid by <u>DISTRICT</u>	Total <u>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) Employee Hired on or After January 1, 1994

An employee hired on or after January 1, 1994, 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 retirement benefits.

d) Retirement with a Date of Hire on or after January 1, 2015

Employees hired 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:

- 1) **5 – 9 years: RT pays the PHEMCA equal minimum contribution in effect at the time of retirement (currently \$140/month).**
- 2) **10 – 15 years: RT pays 50% or \$500 per month, whichever is less toward the retiree's medical insurance.**
- 3) **16 – 19 years: RT pays 75% or \$750 per month, whichever is less toward the retiree's medical insurance coverage.**
- 4) **20 and over: RT pays the same amount as when the retiree was an active employee.**

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.

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.

3. TENTATIVE AGREEMENTS

All tentative agreements as listed below and attached hereto separately are part of the final offer for settlement.

- Article 7: Disciplinary Action – (Section 7.02) - TA date 6/26/14
- Article 9: Expedited Arbitration – (Section 9.02) - TA date 6/26/14
- Article 11: Recruitment and Selection – TA date 8/21/14
- Article 12: New-Hire Transfer, Training and Probationary Periods – TA date 8/21/14
- Article 14 – Workday – Workweek - (Section 14.03) – TA date 5/20/14
- Article 15: Departmental Shift Sign-ups – TA date 10-2-14
- Article 16: Overtime – Compensatory Time Off (CTO) (Non-exempt Classifications) – (Section 16.02) – TA date 5/20/14
- Article 16: Overtime – Compensatory Time Off (CTO) (Non-exempt Classifications) – (Section 16.05) – TA date 5/20/14
- Article 22: Paid Holidays – TA date 5/20/14

- Article 23: Paid Vacation – (Section 23.05) -TA date 10/17/16
 - Article 23: Paid Vacation – (Section 23.06) – TA date 7/1/14
 - Article 23: Paid Vacation – (Section 23.07) – TA date 9/23/14
 - Article 23: Paid Vacation – (Section 23.08) – TA date 7/1/14
 - Article 27: Miscellaneous Leaves of Absence – (Section 27.03) TA date 6/12/14
 - Article 28: Union Business – Contract Administration: (Section 28.06 – Release Time and Pay for Negotiations) - TA date 7/29/14
 - Article 28: Union Business - Contract Administration: (Section 28.07 – Protected Activity) – TA date 9/23/14
 - Article 30: Sick Leave – TA date 10/2/14
 - Article 30: Sick Leave – Sick Leave to Deferred Compensation or Cash Payment (Section 30.06) TA date 7/29/14
 - Article 31: Voluntary Supplemental Sick Leave Account – TA date 6/12/14
 - Article 35: Insurance Benefits – (Section 35.01) - TA date 6/26/14
 - Article 35: Insurance Benefits – (Section 35.02) – TA date 6/26/14
 - Article 35: Insurance Benefits – (Section 35.04) – TA date 8/28/14
 - Article 35: Insurance Benefits – (Section 35.06) – TA date 6/26/14
 - Article 35: Insurance Benefits – (Section 35.09) – TA date 7/1/14
 - Article 41: Uniforms and Equipment – TA date 9/23/14
 - Article 42: Transit Pass – (Section 42.02) TA date 5/20/14
- Retirement Plan – Effective for retirements occurring on or after January 1, 2015, service for retirement will be credited for each one-month period beginning from the member's date of hire and a year of service will be credited for each 12 months of service credited to a covered member from his or her most recent date of hire. TA date 10/2/14
 - A. Employees who are hired into a job classification prior to December 30, 2014, represented by the AFSCME Supervisors Bargaining Unit, that retire or terminate his or her service with the District, will be entitled to a retirement allowance upon attaining the minimum retirement age of 55 years or attaining 25 years of service pursuant to the applicable provisions of the RT Retirement Plan as described below.
 1. Employees who are age eligible (55 years) and have fewer than the years required for full vesting based on the employee's District date of hire, will be eligible for step vesting as shown in E(3) or E(4), below.
 2. Employees who have 5 years of service but have not yet reached age 55 at the time of separation, will be entitled to a deferred retirement allowance when they reach minimum retirement age of 55. Employees with fewer years of service than the number of

years required for 100% vesting will be eligible for step vesting as shown in E(3) and E(4), below.

3. Employees who are hired by the District on or before December 30, 2014 shall be fully vested after attaining 9 years of service credit with the District.
 - a. An employee with fewer than 9 years of service credit with the District will be vested as follows:

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

4. LETTER OF AGREEMENT

Use of Stun Guns by Transportation Supervisors – TA date 9/16/14

Attachments (49 pages)

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)
DISTRICT COUNTER PROPOSAL
June 26, 2014

TA

ARTICLE 7 – DISCIPLINARY ACTION

- 7.02 Nothing herein shall be construed as to limit the DISTRICT'S ability to administer a level of disciplinary action, including termination from employment for behavior, the nature of which warrants a level of discipline outside the ordinary progression steps. Examples of such behavior constituting such discipline includes the following:
- a) ~~Possession and/or~~ Consumption of any alcoholic beverage while on duty, whether or not found to be in violation of the DISTRICT'S DOT FTA Drug and Alcohol Testing Policy.
 - b) Fighting (excluding for ones defense) or engaging in acts that provoke a fight with another employee or member of the public while on duty.
 - c) Hostile or aggressive acts of insubordination.
 - d) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex, sexual orientation, ~~Vietnam-era~~ veteran status or age, against the public or other employees.
 - e) Theft, misappropriation, or misuse of DISTRICT funds or property.
 - f) Negligent conduct that jeopardizes the health and/or safety of another employee or member of the public.
 - g) Tampering or unauthorized altering of information or records of the DISTRICT.
 - h) Lying or submitting false or misleading information in connection with the performance of ones duties.
 - i) An act of gross incompetence in the performance of one's duty.
 - j) Vandalism of DISTRICT property or destruction of DISTRICT property resulting from negligence.
 - k) Possession without a prescription, consumption, selling or offering to sell, giving or offering to give any controlled substance as defined in

California Health and Safety Code Sections 11053 to 11058, inclusive, while on duty or subject to duty whether or not in violation of the DISTRICT'S Drug and Alcohol Testing and Rehabilitation Policy.

- l) Unlawful retaliation against any DISTRICT officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Attorney General or any other appropriate authority any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto.
- m) Fraud in securing appointment.
- ~~n) Improper political activity in violation of state or federal law.~~
- ~~o) Conviction of a felony or a misdemeanor involving moral turpitude. A plea of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose.~~

Tentative Agreement

FOR THE AFSCME:

Nancy Kingston

DATE:

6-26-14

FOR THE DISTRICT:

Jonathan G. Dearn

DATE:

6/26/14

6/26/14

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)
DISTRICT COUNTER PROPOSAL
June 26, 2014

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ARTICLE 9 – EXPEDITED ARBITRATION

9.02 The following procedures shall apply to all expedited arbitrations:

- g) During the term of this Agreement, the parties have agreed to the following panel of 3 Arbitrators, one of which is the primary Arbitrator, the other two as back-ups:

Buddy Cohn	Primary
Charles A. Askin	Back-Up
Morris Davis	Back-Up

The parties agree to identify and select an Arbitrator who shall serve as a back-up to replace Mr. Askin within 30 days of the ratification of the Agreement.

Tentative Agreement

FOR THE AFSCME:

Nancy Vinton

DATE:

6.26.14

FOR THE DISTRICT:

Jonathan J. Hearn

DATE:

6/26/14

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)
DISTRICT COUNTER PROPOSAL
June 12, 2014

6/12/14
#1
2:37pm

TA

ARTICLE 11 – RECRUITMENT AND SELECTION

- 11.01 The DISTRICT maintains a program for the recruitment and selection of qualified people to fill vacant positions, which furthers the goals and is compliant with applicable state and federal Affirmative Action and Equal Employment Opportunity laws.
- 11.02 Internal and External Recruitment – A simultaneous, internal and external recruitment will be utilized for filling new and/or vacated positions within the bargaining unit. The selection for filling a new or vacated position will be based on the best-qualified applicant, as determined by the hiring authority. In the event qualifications between internal applicants are determined to be relatively equal, the vacancy will be filled by the competing bargaining unit member with the greatest seniority.
- 11.03 Vacancy Posting and Bidding – A “vacancy” is defined as an unfilled budgeted and authorized position in a job classification within the bargaining unit. When filling a vacant position, the DISTRICT will post the vacancy (Job Classification) for not less than 10 business days, on all official DISTRICT Bulletin Boards. All interested employees, including bargaining unit members must submit an updated application for the position vacancy, to the Human Resources Department, within the time limits specified on the posting. Any member of the bargaining unit working in the job classification, regardless of departmental work location, will be invited to the oral interview with the hiring authority. The best-qualified applicant (internal or external) will be selected to fill the vacancy.
- 11.04 A bargaining unit member not working in the classification where the vacancy exists who submits an application for the vacancy will have his or her candidacy considered on the same basis as all other internal and external applicants.
- 11.05 An employee on vacation or other approved leave of absence who did not have an opportunity to submit a bid (application) for a vacancy may do so within the first 5 days after returning to work, provided a test has not been given or oral interview notification letters have not been mailed to candidates.
- ~~11.06 Post-Promotion Training and Probationary Period~~
- ~~a) An employee awarded a vacant position in either a different Job Classification (“new” job), or the same job classification in a different department (“reassigned” job) shall work his or her first 270 calendar days on training and probationary status. During this time, the employee’s ability, competency and fitness to perform the duties of the~~

~~new or reassigned job will be evaluated by the DISTRICT. If the employee fails to meet standards, he or she shall be returned to the job he or she held just prior to the award of the new or reassigned job ("prior" job). In the event no vacant positions exist in the employee's prior job, then the returning employee may bump (displace) the employee with the least seniority in that job classification, in that department. If the returning employee has the least seniority or an employee is displaced by the returning employee, he or she will be considered to have been bumped for lack of work and will be subject to layoff and recall, pursuant to Article 19.~~

~~b) The DISTRICT'S decision to remove an employee from a new or reassigned job may be made the subject of a grievance. The length of an employee's probationary period in a new or reassigned job may be extended by mutual agreement between the DISTRICT and UNION.~~

~~c) Should an employee be dissatisfied with his or her new or reassigned job, he or she may submit a written request within the first 90 calendar days of the probationary period, to be returned to his or her prior job. The employee will be returned to his or her prior job as soon as practicable, provided that the prior job has not been eliminated. An employee on probation between 90 and 120 calendar days may submit a written request to return to his or her prior job. Such requests will be considered and approved or denied, at the sole discretion of Management and not be subject to appeal.~~

11.06 ~~11.07~~ An employee who moves into a bargaining unit job in a different department will have his or her seniority "frozen" in the department from which he or she moved and shall begin accruing seniority in the new department beginning with the effective date of the move. Should the employee return to a bargaining unit job in a department in which he or she previously worked, the employee's seniority will commence to accrue from the point at which it was "frozen."

11.07 ~~11.08~~ Staffing a New Department or Site of Operation

a) The opportunity for filling vacant bargaining unit jobs following the creation of a new department shall go by seniority to existing bargaining unit members working in the same job classification. The opportunity for filling vacant bargaining unit jobs following the establishment of a new site of operation for an existing department shall first go to existing bargaining unit members working in the expanding department. Selection shall be made based on classification or bargaining unit seniority from those employees expressing interest during a sign-up conducted pursuant to the provisions herein. Any remaining unfilled bargaining unit jobs will be filled pursuant to the procedures set forth in paragraphs 11.02, 03, 04, 05 and 06 above.

- b) To the extent practicable, shift, vacation and floating holiday bids shall be honored at the new department or operating site. Depending upon the circumstances, a new sign-up for shift and vacation/floating holiday selection may be held. Selections will be awarded based upon classification or bargaining unit seniority, as appropriate.

11.08 ~~11.09~~ Resignation from Employment – A resignation is defined as a voluntary separation from employment at the request of the employee. A resignation must be submitted in writing to the employee's Department Manager or Director. Once accepted by the DISTRICT, the resignation is final.

Tentative Agreement

FOR THE AFSCME:

Nancy Vinson

DATE:

8-21-14

FOR THE DISTRICT:

Alan Barber

DATE:

8/21/14

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)
DISTRICT COUNTER PROPOSAL
August 14, 2014

TO Union
8/14/14

TA

ARTICLE 12 – NEW-HIRE and TRANSFER TRAINING AND PROBATIONARY PERIODS

PROBATIONARY PERIODS

- 12.01 All employees hired into a job classification covered by this Agreement shall work in a ~~training and~~ probationary status for their first 270 calendar days, approximately 9 months of employment.
- 12.02 Employees who transfer from a classification within the District to a new classification or to a new department that results in the employee serving a new probationary period, shall remain in probationary status for the first 270 calendar days, approximately 9 months of employment.
- a. A probationary period may be extended for up to 3 additional months to allow the employee every opportunity to meet the requirements for the new job. In such cases, employees shall be given a written evaluation no later than 270 calendar days from the date of hire or transfer, noting areas requiring improvement for the employee to successfully complete probation.
 - b. Transferring employees who do not successfully complete probation in the new classification shall have the opportunity to return to their previous classification if the position has not yet been advertised or filled.
 - c. Transferring employees shall have the opportunity to return to their previous classification within the first 45 calendar days of acceptance of the new position. In such cases the employee may request a meeting with the supervisor within the first 30 calendar days of acceptance of the new position to discuss the likelihood of the employee completing a probationary period in the new classification.
- 12.03 The ~~training and~~ probationary period shall constitute a trial period during which the DISTRICT will judge the performance, skill, ability, competency, fitness, attendance and other attributes necessary for successful performance of the job. During the training and probationary period, the DISTRICT'S judgment as to the qualifications of the employee and the imposition of discipline or discharge shall not be subject to the grievance and arbitration procedure.
- 12.04 Employees hired into a job classification covered by the Agreement who are newly hired by the District or have been transferred to a new job classification or department that requires the employee to serve a new probationary period, shall also serve a new training period.

TRAINING PERIODS

12.05 The purpose of a training period for employees in classifications covered by this Agreement, either as a new hire or as a transferring employee shall be to train the employee to perform the new job according to the processes, policies, procedures and practices established by the District.

Training periods for covered job classifications are as follows:

- a. 270 days, approximately 9 months, from the date of hire or transfer into the new job classification.
 - Transportation Supervisor
 - Transit Officer Supervisor
 - CBS Dispatcher/Supervisor
 - Route Checker Supervisor
 - Customer Advocacy Supervisor
 - Customer Service Supervisor

- b. 120 days, approximately 4 months, from the date of hire or transfer into the new job classification.
 - Bus Maintenance Supervisor
 - Maintenance Trainer – Bus
 - *Administrative Supervisor* — ^{OK NB} _{OK NV}

- c. 365 days, approximately 1 year, from the date of hire or transfer into the new job classification.
 - Wayside Supervisor
 - Light Rail Maintenance Supervisor
 - Maintenance Trainer – Light Rail

- d. 90 days, approximately 3 months, from the date of hire or transfer into the new job classification.
 - Facilities Maintenance Supervisor

Tentative Agreement

FOR THE AFSCME:

Nancy Vinton

DATE:

8-21-14

FOR THE DISTRICT:

[Signature]

DATE:

8/21/14

AFSCME

Sacramento Regional Transit District
Supervisors Unit

TA

Bargaining 2013

District Proposal (1/23/14)

14.03 Lunch Breaks

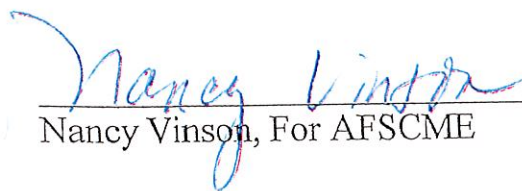
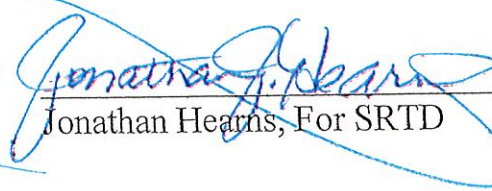
a) Non-Exempt Classifications

- 1) Bus and Light Rail Transportation Supervisor, Transit Officer Supervisor and CBS Dispatcher/ Supervisor 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 19:00 (7 p.m.) and 03:30 (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 Supervisor – The workday of an employee who reports for work between 12:00 (Noon) and 06:59 (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. Maintenance Trainers

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.

Tentative Agreement


5-20-14

5/20/14

Nancy Vinson, For AFSCME Date Jonathan Hearn, For SRTD Date

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)
DISTRICT COUNTER PROPOSAL
August 14, 2014

~~8/21/14~~
~~10/2/14~~
IA

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 the District, and shall be subject to terms set forth herein.~~ *A request by the District will not be unreasonably denied!*
- b) *CV-2-14
KLB
NV
10-2-14* ~~An Emergency Sign-Up may occur when deemed necessary by both parties the District, or following a “triggering event,” which occurs within 45 days of the effective date of the current sign-up and shall be subject to terms set forth herein. 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.~~
- b et* 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 et* 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 et* 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 et* 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. g) New Department Sign-Ups shall follow procedures set forth in this Article.

g. h) ~~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, operational need, new supervisor completes training, etc.~~

Tentative Agreement

FOR THE AFSCME:

Nancy Vinson

DATE:

10-2-14

FOR THE DISTRICT:

Dan Bathy

DATE:

10-2-14

AFSCME

Sacramento Regional Transit District
Supervisors Unit

TA

Bargaining 2013

Union Counter Proposal

15.04 Light Rail and Wayside Maintenance Supervisors

- a) An employee hired or promoted into a Light Rail Vehicle Maintenance 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, ~~operational need~~, 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.

Tentative Agreement

Nancy Vinson 6/26/14
Nancy Vinson, For AFSCME Date

Jonathan F. Hearn 6/26/14
Jonathan Hearn, For SRTD Date

AFSCME

Sacramento Regional Transit District
Supervisors Unit

TA

Bargaining 2013

District Proposal (2/25/14)

Article 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).
~~Supervisors on vacation or on a floater.~~
 - iv. Supervisors who are temporarily in the Training Department./ **Special Assignment**
 - v. Supervisors on vacation or on a floating holiday.

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.

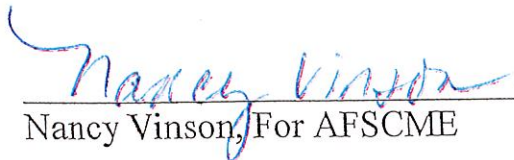
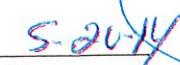


1. The Supervisor who can start the work and complete the assignment within ~~at the exact start time until his/her 12-hour workday is completed,~~ within a 15-hour spread time.
2. If the Supervisor who starts the piece of work cannot finish the piece, then the next available Supervisor in seniority 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 the 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 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 workweek shall be responsible for proper documentation and assume the days off in seniority and will 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 workday, 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.

Tentative Agreement

			
Nancy Vinson, For AFSCME	Date	Jonathan Hearn, For SRTD	Date

AFSCME

Sacramento Regional Transit District
Supervisors Unit

Bargaining 2013

TA

District Proposal (3/25/14)

Article 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 days, including holidays. The assignment will generally begin at 7 a.m. (07:00) on Tuesday and end at 6:59 a.m. (06:59) 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 will be 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.

- f) A Facilities Supervisor shall receive his or her salary equivalent for two workdays when serving in On Call - Standby status, Monday through Sunday and recognized District paid holidays. Compensation may be booked as Compensatory Time-off (CTO) in lieu of payment at the request of the employee.
~~Exempt Supervisors in Facilities Maintenance Classifications shall receive his or her salary equivalent for two workdays.~~

5

Tentative Agreement

Nancy Vinson 5-20-14
Nancy Vinson, For AFSCME Date

Jonathan Hearn 5/20/14
Jonathan Hearn, For SRTD Date

AFSCME

TA

Sacramento Regional Transit District
Supervisors Unit

**Bargaining 2013
District Proposal (1/23/14)**

22.03

~~22.04~~ Floating Holidays

- a) New-Hire Employee Eligibility For Floating Holidays- No Change
- 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. Floating Holidays shall be scheduled to be taken in eight (8) hour increments.

- c) Employees Leaving The Employ Of The District- No Change
- d) Use During Leave Of Absence- No Change
- 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, 2014.~~

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)- No Change
- g) Floating Holiday Selections- No Change

Tentative Agreement

Nancy Vinson 5-20-14
Nancy Vinson, For AFSCME Date

Jonathan Hearn 5/20/14
Jonathan Hearn, For SRTD Date

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)
DISTRICT COUNTER PROPOSAL
July 21, 2014

7/21/14
#3
10:31am

TA

ARTICLE 23 – PAID VACATION

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.

For employees with a District hire date on or after January 1, 2015, the maximum accrual of Vacation shall not exceed that which can be earned by an employee in 2 years. An employee with a vacation balance in excess of the 2 year limitation on January 1, 2015, will have until December 31, 2015 to dispense with the excess in one of 3 ways:

- 1) He or she may cash out the balance and place it into his or her Deferred Compensation Account, or
- 2) He or she may take the value of the excess hours in cash on a paycheck, or
- 3) He or she may elect a combination of the two above options.

Vacation hours remaining in an employee’s accrual account in excess of the 2 year limitation at the close of business on December 31, 2015, will be cashed out and paid to the employee in January 2016.

- ~~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 THE AFSCME:

Nancy Vinton

DATE:

10-17-14

FOR THE DISTRICT:

Don Bailey

DATE:

10-16-14

To Union
7-1-14

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)

TA

ARTICLE 23 – PAID VACATION

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 in effect on November 30 in 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 30 in 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 March 31, of the year in which participation is intended.~~
- c) January of each year, employees will receive an eligibility form from Human Resources. This form will need to be completed and returned to Payroll by the end of February. 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 on the year in which participation is intended. The conversion will happen on the March 25 payroll.

delete d)

JH 7/1/14

NV 7-1-14

~~d) It is the responsibility of the employee to 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 Service Code Rules and Regulations.~~

Tentative Agreement

FOR THE AFSCME:

Nancy Vinson

DATE:

7-1-14

FOR THE DISTRICT:

Jonathan G. Glean

DATE:

7/1/14

**RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)**

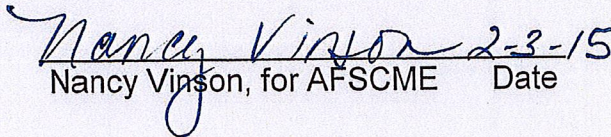
February 3, 2015

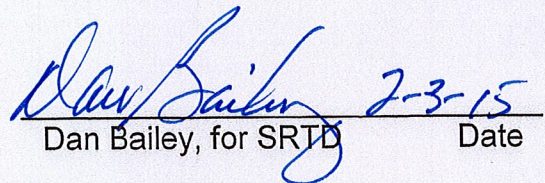
23.07

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.
- 1) Employees with a District hire date prior to December 30, 2014 may have the cash value of accrued but unused vacation hours included as income for purposes of determining the employee's final compensation for retirement.

Tentative Agreement


Nancy Vinson, for AFSCME Date


Dan Bailey, for SRTD Date

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)

TO Union
7-1-14

TA

ARTICLE 23 – PAID VACATION

23.08 Vacation Selection – Change article number to 23.09

- 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~~ previous year 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:

- 4) 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) In departments with less than four (4) Supervisors, not more than one (1) of the Supervisor/Trainers may be off on vacation and/or floating holidays at the same time.~~
- 3) 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.

- 4) 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 THE AFSCME:

Nancy Vinson

DATE:

7-1-14

FOR THE DISTRICT:

Jonathan J. Ydean

DATE:

7/1/14

Keep
for Mr
6/12/14
1:ZE
JH

AFSCME

Sacramento Regional Transit District
Supervisors Unit

TA

Bargaining 2013

27.03

Emergency Leave – An employee may be granted Emergency Leave for up to 5 days to attend to circumstances beyond his or her control such as, but not limited to, funerals for other than family members or other personal reasons. The duration of the leave may be extended by the DISTRICT based on staffing needs and a showing of good cause by the employee. Time off for Emergency Leave may be compensated by using the employee's accumulated sick leave, CTO, floating holidays and vacation, in that order.

Tentative Agreement

Nancy Vinson 6-12-14
Nancy Vinson, For AFSCME Date

Jonathan Hearn 6/12/14
Jonathan Hearn, For SRTD Date

AFSCME

Sacramento Regional Transit District
Supervisors Unit

TA

Bargaining 2013

28.06 Release Time and Pay for Negotiations

- a) UNION Officers shall be paid for all time lost to meet with the DISTRICT to negotiate changes to this Agreement or new conditions not covered in this Agreement.
- b) ~~The UNION Officers to be paid for participating in negotiations shall be limited to no more than 4~~ **nine (9)** ~~people as designated by the UNION.~~

The Union Negotiating Team shall be defined by the Union. The Union shall be granted forty-eight (48) hours of release time per negotiating session to be used as needed to cover Negotiating Team members release time.

- c) ~~Neither party will take advantage of the other by changing traditional times for negotiations.~~ All bargaining sessions shall be scheduled at mutually agreeable dates and times.

Tentative Agreement

Nancy Vinson
Nancy Vinson, For AFSCME

7-29-14
Date

Jonathan Hearn
Jonathan Hearn, For SRTD

7/29/14
Date

From Union
9-23-14

AFSCME

Sacramento Regional Transit District
Supervisors Unit

Bargaining 2013

TA

Article 28.07 - Protected Activity- NEW

- (a) **The District shall not interfere with, intimidate, coerce, harass, or discriminate against any employee represented by the AFSCME Supervisors Bargaining Unit because of their exercise of their rights under the applicable Collective Bargaining laws and/or the Memorandum of Understanding between the Sacramento Regional Transit District and AFSCME, District Council 57, AFL-CIO.**

Tentative Agreement

Nancy Vinson 9/23/14
 Nancy Vinson, For AFSCME Date

Jonathan Hearn 9-23-14
 Jonathan Hearn, For SRFD Date

**RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)**

February 3, 2015

ARTICLE 30 - SICK LEAVE

30.01 Sick Leave Definition – **No Change**

30.02 Eligibility – **No Change**

30.03 Sick leave Accrual – **No Change**

(a) Active Service – No Change

(b) Monthly Accrual – No Change

(c) Maximum Accumulation – No Change

30.04 Use During Leave of Absence – **No Change**

30.05 Sick Leave Sellback at Separation or at Retirement

1.) Employees hired by the District prior to December 30, 2014 the following shall apply:

An employee retiring from the District 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 9 or more years and retires from employment pursuant to the provisions of the DISTRICT'S Retirement Plan (early, normal or disability), he or she shall be eligible to sell back 100% of all his or her accumulated Sick Leave on record at the date leaving active service for retirement. The value of the cashed out sick leave shall be included as income for the purpose of determining an employee's retirement benefit.

- b) If an employee is retiring from the DISTRICT 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 100% of his or her accumulated Sick Leave on record at the time of leaving active service with the

District. The value of the cashed out sick leave shall be included as income for the purpose of determining an employee's retirement benefit.

- c) If an employee of the District leaves employment for any reason except termination for a cause, and does not fall under the provisions of A or B (a) or (b) above, he or she is eligible to sell back 33.33% 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 costs not covered by medical insurance, including the cost of monthly premiums during retirement. At the time such funds are exhausted, Medical insurance costs premiums 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 30.05 (1) a, b, of this MOU.

- 2.) For employees with a District hire date on or after December 30, 2014, the following shall apply:

An employee retiring from the District 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 in excess of ten (10) years and retires from employment pursuant to the provisions of the DISTRICT'S Retirement Plan, shall be eligible to sell back a maximum of four hundred and eighty (480) hours of his or her accumulated sick leave on record at the date leaving active service for retirement.
- c) If an employee is retiring from the DISTRICT with an excess of ten (10) 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 four hundred and eighty (480) hours.

d) 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 30.05 (2) a, b, or c of this MOU, he or she is eligible to sell back up to thirty-three and one-third percent (33-1/3%) of 480 hours 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, per Article 30.05, Section 2, b, c, d, or e, put into an account for the purpose of funding medical costs not covered by medical insurance, including the cost of monthly premiums during retirement. At the time such funds are exhausted, Medical insurance costs premiums will be deducted from the retiree's monthly retirement check.

Tentative Agreement

Nancy Vinson 2-3-15
Nancy Vinson, for AFSCME Date

Dan Bailey 2/3/15
Dan Bailey, for SRTD Date

AFSCME

Sacramento Regional Transit District
Supervisors Unit

TA

Bargaining 2013

30.06 Sick Leave to Deferred Compensation or Cash Payment

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

Tentative Agreement

Nancy Vinson 7-29-14
Nancy Vinson, For AFSCME Date

Jonathan Hearn 7/29/14
Jonathan Hearn, For SRTD Date

TA

AFSCME

Rec'd by
6/12/14
JH

Sacramento Regional Transit District
~~Administrative-Technical Bargaining Unit~~
SUPERVISOR
Bargaining 2013

6-12-14
NV

ARTICLE 31- VOLUNTARY SUPPLEMENTAL SICK LEAVE ACCOUNT

31.01 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.

31.02 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.

31.03 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.

31.04 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.*

31.05 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.

31.06 A 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.

31.07 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. Human Resources* 
6-12-14 NV
- 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 the Human Resources Department 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 a** "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 6-12-14
Nancy Vinson, For AFSCME Date

Jonathan J. Hearn 6/12/14
Dan Bailey, For SRTD Date
Jonathan J. Hearn

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)

TA

ARTICLE 35 – INSURANCE BENEFITS

~~Medical Insurance to be Provided by CalPERS – Effective July 1, 2010, medical insurance for employees will be changed from our current coverage by Kaiser and Health Net to coverage provided through the CalPERS system.~~ N-V-6/26/14

35.01 Medical Insurance – The DISTRICT shall provide CalPERS medical, for all full time employees covered by this Agreement and their eligible dependents. The premiums for the insurance coverage shall be benchmarked at the greater premiums of Kaiser or Blue Shield Access Plus (~~Family Only~~) option provided for the Sacramento area. The employee copayment toward his or her insurance coverage shall be no less than 10% of the monthly premium rate for the selected plan and election (Self, Self + 1, or Self +2) for the Sacramento area. An employee selecting a plan less costly than the benchmark plan will still be subject to paying 10% of the monthly premium cost of that plan. 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. Employees may change their insurance coverage, add or drop dependents, or make other benefit adjustments subject to the terms of the policies between the RT and CalPERS Medical. Services may not be changed from CalPERS without meeting and conferring with the UNION.

a) Cash in Lieu of Medical Coverage

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

1) New Hire/Annual Enrollment Period – A newly hired employee must enroll within ~~30~~ 60 days of his/her hire date. Thereafter an employee electing to participate may enroll during the annual CalPERS open enrollment period. Retroactive enrollment is not permissible. An employee already enrolled in the program, who promotes into a covered classification, will have no interruptions in benefits.

- 2) Once an employee is enrolled in the program, his/her participation may continue year to year, unless the employee elects to discontinue participation during the open enrollment period; the employee has an allowable family status change as defined by IRS regulations; or the employee is found to be disqualified for benefits under this coverage. The DISTRICT may request verification from the employee that he/she is continuing participation in a medical insurance plan through another source. The employee must provide satisfactory documentation of his/her participation within fifteen (15) calendar days of the DISTRICT'S request.
- 3) If an employee's medical coverage is discontinued after the open enrollment period, the employee may re-enroll in the DISTRICT medical insurance if the employee:
 - i. Completes and submits an enrollment application within thirty (30) days after losing coverage; and
 - ii. Meets the DISTRICT'S requirements for family status changes.
- 4) Please contact the Benefits Unit in Human Resources for enrollment and further information regarding this coverage.

Tentative Agreement

FOR THE AFSCME:

Nancy Vinton

DATE:

6/26/14

FOR THE DISTRICT:

Jonathan J. Dearns

DATE:

6/26/14

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)

TA

ARTICLE 35 – INSURANCE BENEFITS

35.02 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 Delta Dental Insurance Service (DDS) 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.

Tentative Agreement

FOR THE AFSCME:

Nancy Vinton

DATE:

6/26/14

FOR THE DISTRICT:

Jonathan J. Pearson

DATE:

6/26/14

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)

TA

ARTICLE 35 – INSURANCE BENEFITS

35.04 Life Insurance – During the term of this Agreement, the DISTRICT will provide Life and Accidental Death and Dismemberment Insurance at no cost to each covered full time employee, his or her spouse, and ~~his or her~~ eligible dependents. Coverage for each employee is for \$50,000 and \$1,000 for spouse and eligible dependents (dependents under six months \$100.00 dollars). The provision of all benefits is subject to the terms of the policy between the DISTRICT and the insurance company. Those benefits and the provider of said benefits may be changed by the DISTRICT should the policy premium or level of service be more competitive, provided the plan benefits be substantially identical to those currently afforded, which are acceptable to the UNION. No Plan benefits may be changed without meeting and conferring with the UNION.

Tentative Agreement

FOR THE AFSCME:

Nancy Vinton

DATE:

8-28-14

FOR THE DISTRICT:

Don Bailey

DATE:

8/28/14

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)

TA

ARTICLE 35 – INSURANCE BENEFITS

35.06 Supplemental Life Insurance – During the term of this Agreement, the DISTRICT will provide optional Supplemental Life Insurance coverage for each covered full time employee, his or her spouse and child(ren). Participation in the insurance coverage is at the election of the employee and premium cost for the coverage is paid by the employee through monthly payroll deduction. Spousal coverage is limited to 50% of the coverage amount selected by the employee (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.

Tentative Agreement

FOR THE AFSCME:

Nancy Vinson

DATE:

6/26/14

FOR THE DISTRICT:

Jonathan J. Hearn

DATE:

6/26/14

Rec'd ofx
On 7/1/14
11:38
GH

AFSCME

TA

Sacramento Regional Transit District
Supervisors Unit

Bargaining 2013

35.09 Dependent Definition –

Dependent eligibility is limited to those individuals deemed "dependents," as described in the respective group health benefit plans. **as defined by CalPERS Health Benefits Division**, or a controlling State or Federal regulation.

Tentative Agreement

Nancy Vinson 7-1-14
Nancy Vinson, For AFSCME Date

Jonathan J. Hearn 7/1/14
Jonathan Hearn, For SRTD Date

RT – AFSCME SUPERVISOR'S LABOR NEGOTIATIONS
DISTRICT PROPOSAL
September 17, 2014

TO Union

9-23-14

TA

ARTICLE 41- UNIFORMS AND EQUIPMENT

41.01- No Change

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 | |

1 complete set of reflective rain gear (jacket, hood, pants).

Upon employee request- an employee shall receive 3 vouchers to be used to purchase a bullet proof, stab proof, close contact, protective **safety** vest .

41.03- No Change

41.04

- a) 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. New employees who receive three (3) vouchers at the time of employment to be used to purchase a bullet proof, stab proof, close contact, protective **safety** vest per Article Section 41.02 above, shall receive a total of three (3) vouchers on March 1st of the first year of employment only.
- b) Two E-Vouchers may be used to obtain a foul weather jacket one time in any 5 year period.
- c) **Three (3) E-Vouchers may be used to obtain a protective **safety** vest 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 an **E-voucher**.

41.05- No Change

41.06- No Change

41.07- No Change



41.08 Safety Shoes

- a) On an annual basis ~~beginning with fiscal year 2010~~, the District will provide all employees with one voucher **valued at \$140.00** good for the purchase of one pair of safety shoes/boots to employees in the following classifications:

Facilities Supervisors
Maintenance Supervisor- Bus
Maintenance Supervisor- Light Rail
Maintenance Supervisor- Wayside
Maintenance Trainer- Bus
Maintenance Trainer- Light Rail
Transportation Supervisor- Light Rail

Shoes/boots vouchers may not be accumulated (carried over) from year to year

- ~~b) On an annual basis beginning with fiscal year 2014, the District will provide the Transportation Supervisors- Bus, with one voucher valued at \$75.00 good for the purchase of one pair of black shoes suitable for wear with the Transportation Supervisor uniform.~~

- 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/boot that costs more than the one identified by the District, **or one that costs more than the \$140.00 allotted, the classifications identified in Article 41.08 (a) or Article 41.08 (b)** may do so by paying the difference in cost. Any safety shoe/boot purchased for wear on the job must meet the prescribed safety standard or **uniform dress code**.
- d) No change
- e) No change
- f) No change

41.09 ~~Transportation Supervisors'~~ Miscellaneous Equipment

- a) Equipment required by the DISTRICT for the performance of customary job duties will be provided by the DISTRICT.
- b) **For Transportation Supervisors**, such items include radio, camera, ticket book and holder, pepper spray and holder, flashlight, key protector, ~~and reflective 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.

- c) All miscellaneous equipment provided by the District shall be returned to the District upon separation of employment.

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 and jackets with logos, 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 and jackets with logos, 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 and jackets with logos, , in an amount and frequency to maintain the required appearance.
- d) Maintenance Supervisors – Bus \$155 annually to cover the cost of pants. The District will provide employees with shirts and jackets with logos, in an amount and frequency to maintain the required appearance. ~~Pants, jacket and shirts with logos are provided to employees in an amount and frequency to maintain the required appearance.~~

41.11

Maintenance Department Uniform Maintenance Allowance Procedure for Maintenance Classifications

- a. 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.
- b. The maintenance allowance is payable with the first regular paycheck after completion of probation.
- c. 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

Nancy V. [Signature]
For AFSCME

[Signature]
For the District

9-23-14
Date

9-23-14
Date

RT – AFSCME LABOR NEGOTIATIONS
(SUPERVISOR UNIT)

TA

ARTICLE 42 – TRANSIT PASS

42.02 Dependent Eligibility

- a) Spouse: An employee's spouse shall receive a Transit Pass, which shall be honored under the same conditions as employees.
- b) Children: An employee's dependent children shall receive a Transit Pass to the age of 18 years or up to ~~26~~ 24 years if attending an institution of higher education located within the service boundaries of the DISTRICT. For purposes of interpreting this provision, "dependent children" shall also include children over whom the employee has been designated the legal guardian and who are living with the employee and dependent upon his or her household for support.
- c) Disabled dependent children: Dependent children who are disabled shall be eligible for a Transit Pass, regardless of age, for as long as the employee remains employed by the District.

Tentative Agreement

FOR THE AFSCME:

Nancy Vinton

DATE:

5-20-14

FOR THE DISTRICT:

Jonathan J. Yearn

DATE:

5/20/14

Proposal Two

Intent - want to change to months instead of quarters (consistent w/ other retirement plans)

Appendix F- Schedule One (Page 37)

(2) A Quarter of Service will be credited for each consecutive three-month period beginning with the Members Date of Hire during which the Member is continuously employed by the District as an Eligible Employee represented by AFSCME unless otherwise provided elsewhere in the plan.

(3) A Year of service will be credited for each four Quarters of Service credited to a Member as an Eligible Employee represented by AFSCME subsequent to the Member's most recent Date of Hire.

Proposal:

(2) A Month of Service will be credited for each one-month period beginning with the Members Date of Hire during which the Member is employed by the District as an Eligible Employee represented by AFSCME unless provided elsewhere in the Plan.

(3) 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 Members most recent Date of Hire.

TA
10-2-14

Tentative Agreement

Nancy Vinson 10-2-14
Nancy Vinson, For AFSCME Date

Jonathan Hearn 10-2-14
~~Jonathan Hearn, For SRTD~~ Date

RT – AFSCME LABOR NEGOTIATIONS (SUPERVISOR UNIT)

February 3, 2015

RETIREMENT PLAN

Amend the provisions of the Retirement Plan applicable to employee members of AFSCME 146, Supervisor Bargaining Unit, to accomplish the following:

1. Effective December 30, 2014, all covered employee members of AFSCME 146 Supervisors Bargaining Unit with a **District date of hire** on or after that date will be subject to the provisions of the Public Employee Pension Reform Act (PEPRA).
2. Service for purposes of determining a retirement benefit shall be credited for each completed month beginning with the Member's date of hire.

Also add to Article 42 Retirement

E. Employees who are hired into a job classification represented by the AFSCME Supervisors Bargaining Unit prior to December 30, 2014, that retire or terminate his or her service with the District, will be entitled to a retirement allowance upon attaining the minimum retirement age of (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 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 (3) 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 when they reach minimum retirement age of 55. Employees with fewer years of service than the number of years required for 100% vesting will be eligible for step vesting as shown in E (3) below.**

3. Employees who are hired by the District prior to December 30, 2014 shall be fully vested after attaining nine (9) years of service credit with the District.
- a. An employee with fewer than nine (9) year of service credit with the District will be vested as follows:

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

4. Employees who are hired by the District on or after December 30, 2014 will be fully vested after attaining five (5) years of service credit with the District, pursuant to the Public Employee Pension Reform Act (PEPRA).

Tentative Agreement

Nancy Vinson 2-3-15
 Nancy Vinson, for AFSCME Date

Dan Bailey 2/3/15
 Dan Bailey, for SRTD Date



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September 12, 2014

Nancy Vinson, Business Agent
AFSCME District Council 57, Local 146

Subject: Letter of Agreement

Re: Use of Stun Guns by Transportation Supervisors

Dear Nancy,

During general bargaining, the Union proposed to add language to the Labor Agreement which would establish a sub-committee of the Joint Labor-Management Committee to research and assess the value of permitting the use of stun guns by Transportation Supervisors. The District did not agree on inclusion of the language in the Labor Agreement. However, the District did agree to participating in the establishment of a joint committee to meet and discuss the issues around the use of stun guns, such as, but not limited to, cost, liability, type and kind of equipment to be used, training, personal responsibility, etc. The committee would be comprised of representatives of labor and management and would meet on a regular basis to discuss issues.

This Letter of Agreement shall document the commitment of the parties to meet and discuss all issues pertaining to the use of stun guns in good faith. If the consensus of the committee is to recommend their use, they shall develop a written proposal which shall address the issues. The written proposal shall be presented to the Chief Operating Officer who will present the proposal to the General Manager/CEO and other executive management for review. Any questions raised by the proposal will be returned to the committee for further deliberation.

Once all questions have been answered, management will make the final decision on whether or not to proceed with allowing the use of stun guns. If their decision is in support of the proposal, steps shall be taken to implement its terms. If the consensus of the committee is to not recommend the use of stun guns or the decision of executive management is not to adopt the proposal, further deliberation on the subject is terminated and the committee shall be disbanded.

I concur with the foregoing as an accurate reflection of our discussions and agreement on the subject of the use of stun guns by the Transportation Supervisors.

Nancy Vinson
For AFSCME

9-16-14
Date

Steve Bailey
For Regional Transit

9-16-14
Date