

REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
4	9/28/15	Open	Action	9/14/15

Subject: Agreement for revising the Memorandum of Agreement between the Sacramento Regional Transit District (RT) and Administrative Employees Association for the Term of July 1, 2015 through June 30, 2019.

ISSUE

Whether or not to approve the Memorandum of Agreement (MOA) between Sacramento Regional Transit District (RT) and Administrative Employees Association (AEA) for the term of July 1, 2015 through June 30, 2019.

RECOMMENDED ACTION

Adopt Resolution No. 15-09-___ Approving the Memorandum of Agreement between Sacramento Regional Transit and Administrative Employees Association for the Term of July 1, 2015 through June 30, 2019.

FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	5,825,747
Budget Source:	Operating	Next FY:	\$	6,259,777
Funding Source:	State/Federal Sources	Annualized:	\$	6,169,809
Cost Cntr/GL Acct(s) or Capital Project #:	Various Departmental Labor Accts.	Total Amount:	\$	24,679,236
Total Budget:	\$ 24,679,236			

DISCUSSION

Representatives of RT and AEA began meeting and conferring on May 1, 2014 for the purpose of renegotiating the MOA applicable to employee members of the AEA. RT and the AEA met in the ensuing months to develop a revised MOA. On February 4, 2015, RT provided the AEA with its Last, Best and Final Offer of settlement of all terms and conditions of the MOA, which included all non-economic and economic items. On April 10, 2015, the AEA rejected this offer of settlement and on April 20, 2015, after efforts to resolve their differences were unsuccessful, both parties mutually agreed that they had reached impasse. After determining the proper process to address the impasse, RT and the AEA then submitted their differences in writing to the General Manager/CEO on April 20, 2015. On May 12, 2015, the General Manager/CEO, having been authorized by the Board to hear and resolve this matter, held an Impasse Hearing to settle the impasse. The General Manager/CEO issued his decision to resolve the impasse on July 28, 2015, which is final and binding upon RT and the AEA attached as Attachment 1.

Approved:

Presented:

Final 09/21/15

General Manager/CEO

Director, Labor Relations

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
4	9/28/15	Open	Action	9/14/15

Subject: Agreement for revising the Memorandum of Agreement between the Sacramento Regional Transit District (RT) and Administrative Employees Association for the Term of July 1, 2015 through June 30, 2019.

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

1. **Term of Agreement:** 48 months, July 1, 2015 through June 30, 2019.
2. **Employment, Recruitment, Separation and Resignation:** Modified “Acting Appointment” language to read “Acting Selection”.
3. **Employee Pay Plan:** All provisions of compensation will continue as currently outlined in the Agreement. Maintain current Range and Salary increase compensation system.
4. **Employee Benefits - Medical Premiums:** Medical premiums will continue as currently outlined in the Agreement.
5. **Vacation Eligibility:** The current vacation schedule shall be maintained as currently outlined in the Agreement.
6. **Leaves of Absence:** The District will add step brothers and step sisters to the bereavement leave list of family members.

Staff recommends approval of the attached Resolution, as a full and complete settlement of the meet and confer process for revising the MOA for the term of July 1, 2015, through June 30, 2019.

REGIONAL TRANSIT MEMO

DATE: July 28, 2015
TO: James Watson, President, AEA
Jonathan J Hearn, Director, Labor Relations
FROM: Michael R. Wiley, General Manager/CEO *MRW*
SUBJ: AEA Impasse Ruling

An Impasse hearing was conducted on May 12, 2015 in the Sacramento Regional Transit District (RT) Executive Conference Room. In attendance at the hearing were Dan Bailey, Jonathan Hearn, Janelle Montoya, Lydia Thames and myself representing the District, and James Watson, Jamie Adelman, David Solomon and Gauravedeep Grewal representing AEA. The purpose of the hearing was to allow both the District and AEA representatives to present their positions on the unresolved issues that have prevented conclusion of negotiations. Acting as an independent arbitrator as designated by the RT Board of Directors, my determination is final and binding on the parties. I have reviewed all written materials submitted by the parties in addition to fully considering the oral arguments presented at the hearing in reaching my decision.

ISSUES

The parties agreed that there were five outstanding issues (plus the contract term) that were the subject of the Impasse hearing:

1. AEA proposes to amend "Acting Appointment" language to read "Acting Assignment" whereas the District proposes "Acting Selection" (During the Impasse Hearing, the parties agreed to use the term "Selection").
2. Grant annual 5% increases based on that percentage of the top rate of the employee's salary range as opposed to that percentage of the employee's current salary level.
3. Provide for favored premium savings for medical insurance costs.
4. Modification of vacation eligibility for years 4-14, increasing vacation accrual.
5. Provide paid leave for employees responding to the California Office of Emergency Services and include step brothers and step sisters to bereavement leave.

The term of the beginning and ending dates were tentatively agreed to on 7/31/2014. However, as a result of extended negotiations, the dates should be amended to more accurately reflect an agreed upon term of agreement

AEA Position

The AEA argued that to revise the language in Section 3.01 from "appointment" to "assignment" and revise "appointee" to "assignee" would accomplish the District's goal to clarify that an employee's temporary reclassification does not usurp the recruitment process.

The AEA continues to argue for granting annual 5% increases based on that percentage of the top rate of the employee's salary range as opposed to that percentage of the employee's current salary level. The AEA believes that fair exchange for the concessions necessary for compliance with the recently upheld PEPRA ruling should include the addressing of employee stagnation within their respective ranges.

With respect to medical benefits, the AEA reiterates their desire to revise the medical insurance premium arrangement to state the District will pay up to 90% of Blue Shield Access Plus or Kaiser, whichever is greater, toward the premium selected by the employee. This would allow employees to realize 100% of the savings by going with a less expensive plan, thereby offsetting the more expensive utilization costs associated with the employee going with a less expensive plans.

With regards to vacation eligibility, the AEA contends that in mitigation of the concessions required by PEPRA, amend the vacation accrual schedule to reduce the number of years of service by one (1) year to receive four (4) weeks of vacation. The AEA contends this change will only result in one extra week of vacation for the employee's entire tenure with the District at eight (8) years of service.

The AEA proposes including paid leave for employees responding to the California Office of Emergency Services. The AEA states this will provide encouragement for AEA professionals to participate in the state's emergency response to natural and manmade disasters. Further, the AEA asks to include step brothers and step sisters to the list of family members.

District Position

The District maintains its position to revise the word "assignment" to "selection". (During the Impasse Hearing the parties agreed to use the word "Selection.")

With regard to the Employee Pay Plan, the District stands on its position to maintain the current annual salary increase procedures.

The District favors maintaining the employee monthly premium copayment based on 10% of the employee's selected medical insurance coverage.

It is the position of the District to retain the current vacation language

The District maintains its position that paid leave for California office of Emergency Services will be based on current law and regulations; therefore, the District maintains its position to reject this proposal. Further, the District does not desire to modify the current language regarding bereavement leave for step brothers and step sisters.

DECISION

With respect to the five issues presented to me for consideration, this decision is final and binding on the parties.

1. Employment, Recruitment, Separation and Resignation

The term "Selection" has been agreed upon by the parties

2. Employee Pay Plan

I find in favor of the District. All provisions of compensation will continue as currently outlined in the Agreement. Maintain current Range and Salary increase compensation system.

3. Employee Benefits – Medical Insurance

I find in favor of the District. Medical premiums will continue as currently outlined in the Agreement

4. Vacation Eligibility

I find in favor of the District. The current vacation schedule shall be maintained as currently outlined in the Agreement.

5. Leaves of Absence

Paid Leave of Absence for responding to a request for assistance from the California Office of Emergency Services will only be applicable if required by State or Federal law; otherwise, an employee may volunteer but will be required to use vacation or floating holiday.

With regards to bereavement leave, I am in agreement with the position as presented by the AEA. The District will add step brothers and step sisters to the bereavement leave list of family members.

During the Impasse Hearing, the parties agreed to a new term of agreement. Said term is effective July 1, 2015 to June 30, 2019.

Michael R. Wiley
General Manager/CEO

RESOLUTION NO. 15-09-_____

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

September 28, 2015

**APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN SACRAMENTO
REGIONAL TRANSIT DISTRICT AND ADMINISTRATIVE EMPLOYEES
ASSOCIATION FOR THE TERM OF JULY 1, 2015, THROUGH JUNE 30, 2019**

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

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

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

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

JAY SCHENIRER, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary

**RT – AEA LABOR NEGOTIATIONS
RT FINAL OFFER FOR SETTLEMENT OF NEGOTIATIONS**

The following constitutes RT's final offer for the settlement of all outstanding issues for concluding negotiations with the Administrative Employee Association (AEA). Any proposal presented by either side and not addressed below is to be considered withdrawn or rejected by RT, as appropriate.

1. Article 1 – Agreement with the AEA

Section 1.01 Term (as amended)

ole The term of the beginning and end dates of the Agreement shall be July 1, 2014 through June 30, 2018, as set forth in the TA signed on July 31, 2014. However, the effective date of the terms of the language shall not be retroactively applied but become effective on the first of the month following Board adoption of the settlement. *18 15*

2. Article 3 – Employment, Recruitment, Separation and Resignation

- Section 3.01 A. Vacancy Recruitment (Process and Eligibility)
Changes made pursuant to attached TA signed July 31, 2014, as amended.
- Section 3.01 B. Vacancy Recruitment (Internal Only Process)
Changes made pursuant to attached TA signed July 31, 2014, as amended.
- Section 3.01 C. Internal/External Process
Changes made pursuant to attached TA signed July 31, 2014, as amended.
- Section 3.01 E. Acting Appointments
See attached RT Settlement Proposal dated February 4, 2015.
- Section 3.01 F. Reassignment
Changes made pursuant to attached TA signed June 4, 2015, as amended.
- Section 3.01 G. Applications
Changes made pursuant to attached TA signed June 4, 2015, as amended.
- Section 3.03 Furloughs
Changes made pursuant to attached TA signed June 4, 2015, as amended.

3. Article 7 – Probationary Status

- Sections 7.01 through 7.06 Changes made pursuant to attached TA signed July 31, 2014, as amended.

4. Article 8 – Employee Pay Plan

- Section 8.04 C Salary Increase Upon Promotion
See attached RT Settlement Proposal dated February 4, 2015.
- Section 8.04 D Salary Adjustment Upon Acting Selection
See attached RT Settlement Proposal dated February 4, 2015.
- Section 8.04 G Reclassification
Changes made pursuant to attached TA signed June 4, 2014, as amended.

5. Article 10 – Employee Benefits

- Section 10.01 Medical Insurance
Changes made pursuant to attached TA signed September 17, 2014 , as amended.
- Section 10.02 B Employee Eligibility
Changes made pursuant to attached TA signed June 4, 2014, as amended.
- Section 10.05 Transit Pass
Changes made pursuant to attached TA signed June 4, 2014, as amended.
- Section 10.06 Employee Parking
Changes made pursuant to attached TA signed August 7, 2014, as amended.

6. Article 11 – Holidays and Vacations

- Section 11.01 Holidays
Changes made pursuant to attached TA signed July 31, 2014 as amended.
- Section 11.02 A, B, C, D2 and 3, E, F, G and H See attached RT Settlement Proposal dated February 4, 2015, as amended.
- Section 11.02 D1 Active Service

Changes made pursuant to attached TA signed September 17, 2014, as amended.

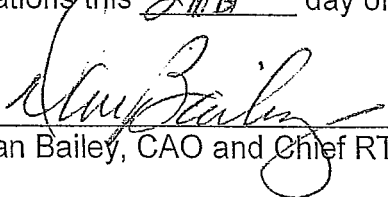
7. Article 13 – Leaves of Absence

- Section 13.01 Definitions
Changes made pursuant to attached TA signed July 31, 2014, as amended.
- Sections 13.03, Paid Leaves of Absence and 13.04, Unpaid Leaves of Absence
See attached RT Settlement Proposal dated February 4, 2015.

8. Article 19 – Reduction in Force

- Section 19.05, Employee Recall from Reduction in Force and 19.07, Income Supplement While on Layoff
Changes made pursuant to attached TA signed August 7, 2014, as amended.

Submitted to the AEA Bargaining Committee for consideration for settlement of negotiations this 5TH day of FEB., 2015.



Dan Bailey, CAO and Chief RT Negotiator

Attachments: As noted in items 1 through 8, above.

RT – AEA NEGOTIATIONS
RT PROPOSAL

May 13, 2014

ARTICLE 1: AGREEMENT WITH THE ADMINISTRATIVE EMPLOYEES ASSOCIATION (AEA)

§1.01 Term

A. These Personnel Rules and Procedures are applicable to employees working in job classifications represented by AEA in accordance with the Memorandum of Agreement (MOA) made and entered into, effective July 1, 2014, and shall remain in full force and effect through midnight, ~~June 30, 2013~~ June 30, 2018 and shall renew automatically year to year thereafter unless either party notifies the other in writing at least 90 days prior to the anniversary date that it desires to modify or terminate this Agreement. Sacramento Regional Transit District shall hereinafter be referred to as the "District" and the Administrative Employees Association shall be referred to as the "AEA."

6-4-14

B. In the event such notice is given, negotiations shall begin as soon as mutually acceptable, but no later than 60 days prior to the anniversary date or 60 days prior to the end of any subsequent yearly period. Unless mutually agreed, the parties may exchange their respective written proposals for modifying the Agreement at least 7 days in advance of the first scheduled meeting.

C. This Agreement shall remain in full force and effect during the period that negotiations are underway for modification of this Agreement and shall be extended ~~past the expiration date~~ until such time as a new Agreement is approved by both parties, ~~effective date of termination notwithstanding or written notice of termination of the Agreement is served by one party upon the other.~~

ok

7-31-14

Keep existing language
~~to be~~
~~inserted~~
~~into~~
~~the~~
~~agreement~~
~~dated~~
~~7/31/14~~

T. A. Jan Binkley
7/31/14

7/31/14
[Signature]

TO AEA
6-23-14

RT – AEA LABOR NEGOTIATIONS
RT COUNTER PROPOSAL _____

ARTICLE 3: EMPLOYMENT, RECRUITMENT, SEPARATION AND RESIGNATION

§3.01 Vacancy Recruitment

A. Determination of Recruitment Process AND ELIGIBILITY

1. Prior to posting a position either "internal only" or "internal/external," if the classification that is being recruited for is part of a career ladder/hierarchy and there are employees who may be eligible, the procedure as listed in HR-SOP-11-016, Promotional Opportunities, Promotions Occurring Within a Career Ladder or Family Hierarchy, shall be followed.

2. If the classification being recruited for is not a part of a career ladder/hierarchy, or if there are no eligible employees under the conditions outlined in HR-SOP-11-016, the District shall post the position District-Wide "internal only," for ten (10) business days. If no employees qualify under the District-Wide, "internal only" recruitment, the District may post the position "internal/external" for a minimum of ten (10) business days.

3. Eligibility for Promotion: An employee that has used more than the number of sick leave hours equivalent to his or her 12 workdays, based on his or her work schedule, during the twelve months prior to applying for a promotion will not be considered for that promotion. Extraordinary events will not be counted against the hour limit.

a) Extraordinary events may include the following:

- i. Long term illness of the employee or the employee's immediate Family Member as defined in Section 13.03B6b.
- ii. Broken limbs that prevent working.
- iii. Surgery for the employee or the employee's immediate family member as defined in Section 13.03B6b.
- iv. Bereavement Leave.

TA'd
6-4-13

~~TA'd~~
stand on proposal
7-31-14
TA

b) Extraordinary events will not include:

i. Short term illness (i.e., colds, headaches flu, upset stomach) of the employee or employee's immediate family member as defined in Section 13.03B6b.

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7/31/14

ii. Emergency Leave

c) The above examples are not all-inclusive of events that may or may not be classified as extraordinary.

4. A member of the Human Resources staff will review each applicant's attendance record. If an applicant has missed in excess of the number of sick leave hours equivalent to his or her 12 workdays, based on his or her work schedule, in the 12 months immediately preceding the posting date, he or she will be advised in writing that he or she will no longer be considered for the position. The applicant will be given five (5) working days from the date of the letter to provide information regarding any extraordinary event that may have contributed to the missed time. Information regarding an extraordinary event must be provided to the individual signing the letter within the time limits set forth in the letter or the applicant will be given no further consideration.

Tentative Agreement:

For AEA: [Signature] DATE: 7/31/14

FOR SRTD: [Signature] DATE: 7/31/14

TO AEA 5-15
- by [unclear]

TA

RT – AEA LABOR NEGOTIATIONS

§3.01 Vacancy Recruitment

B: District-Wide "Internal Only" Process

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~~8/14~~
stand as amended
7-31-14

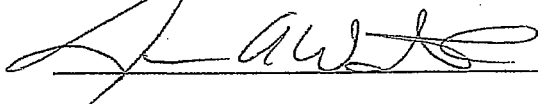
1. The HR Department is responsible for posting "internal only" job vacancies and preparing the Job Vacancy Announcement. The Announcement will be posted on authorized District bulletin boards and the District intranet for ten (10) business days.
2. Interested employees must submit a RT employment application and any other additional required documentation to the HR Department by the deadline date noted in the Announcement.
3. Employees who are on vacation or a District approved leave of absence at the time of posting, may apply for a posted position within the first five (5) business days after returning to work, if by that date:
 - (a) A written exam has not been administered, and/or
 - (b) Interviews have not yet been arranged with candidates.
4. All applications are processed by the HR Department and screened according to the minimum qualifications established for the position. In addition, employees who meet the minimum qualifications for a promotional opportunity will have their attendance reviewed to ensure eligibility criteria are met. pursuant to 3.01A3
5. The most qualified employees will be invited to participate in subsequent steps of the recruitment process. The screening process may also involve the administration of written and/or oral assessments and when used, are to be administered only by the HR Department.
6. If one (1) or more employees qualify for a position, the Hiring Authority must carefully consider each employee via a Department level interview.
7. If there is more than one (1) qualified employee identified as a result of the Department level interview, an Eligibility List will be established.

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8. If no employees qualify for the position, the District may post the position "internal/external" and follow the procedures outlined below.

Tentative Agreement

FOR THE AEA:



DATE:

7/31/2014

FOR THE DISTRICT:



DATE:

7/31/14

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RT – AEA LABOR NEGOTIATIONS

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§3.01 Vacancy Recruitment

C. Internal/External Process

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RT
Announcement
9/3/14

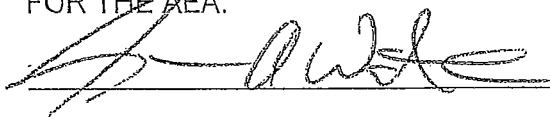
1. The HR Department is responsible for posting "internal/external" job vacancies and preparing the Job Vacancy Announcement. The Announcement will be posted for a minimum of ten (10) business days.
2. The Announcement will be posted on authorized District bulletin boards, ~~the District intranet~~, the District public website, standard outreach resources, as well as any additional special resources as determined by the HR Department.
3. Interested applicants must submit a RT employment application and any other additional required documentation to the HR Department by the deadline date noted in the Announcement. Any employee, including bargaining unit employees, may apply through the "internal/external" recruitment process, provided he or she was not rejected for the same position vacancy during the District's "internal only" recruitment process.
4. Eligible employees who are on vacation or a District approved leave of absence at the time of posting may apply for a posted position within the first five (5) business days after returning to work, if by that date:
 - (a) A written exam has not been administered, and/or
 - (b) Interviews have not yet been arranged with candidates.
5. All applications are processed by the HR Department and screened according to the minimum qualifications established for the position. In addition, employees who meet the minimum qualifications for a promotional opportunity will have their attendance reviewed to ensure eligibility criteria are met. *pursuant to 3.01 A.3.*
6. The most qualified applicants will be invited to participate in subsequent steps of the recruitment process. The screening process may also involve the administration of written and/or oral assessments and when used, are to be administered only by the HR Department.

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7. The most qualified applicants selected through the initial screening process and/or assessment(s), if administered, will be invited to an Oral Board Panel Interview ("Panel Interview"). Except for recruitment activities related to Executive Management (EMT) positions, Series Classifications ~~Career Ladder/Family Hierarchy~~ promotions, District-Wide "internal only" opportunities, and Acting Appointments, a Panel Interview is required to fill a salaried vacancy.
8. Those candidates who are successful at the Panel Interview will be placed on a Referral List. Once the list is approved, those candidates are eligible to be invited to the Department level interview.
9. If there is more than one (1) qualified candidate identified as a result of the Department level interview, an Eligibility List will be established.

Tentative Agreement

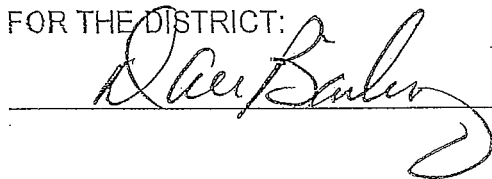
FOR THE AEA:



DATE:

7/31/14

FOR THE DISTRICT:



DATE:

7-31-14

RT – AEA LABOR NEGOTIATIONS

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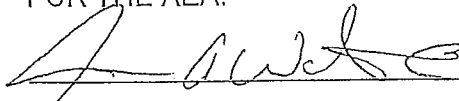
§3.01 Vacancy Recruitment

F. Reassignment

1. A "reassignment" occurs when an employee is assigned from one responsibility center (typically a department) to another in order to fill a vacancy in the same job classification, pursuant to HR-SOP-11-016.
- ~~2. Before filling a vacant position by reassignment, the Human Resources Department will notify, in writing, each employee who is eligible for reassignment. Such employees will be given the opportunity to state in writing whether he or she is interested in the reassignment.~~
- ~~3. An employee who has timely responded in writing about his or her interest in a reassignment will be scheduled for an interview for that reassignment. It is the District's prerogative to reassign such an employee or to select another internal or external candidate.~~
- 4.2. An employee is eligible to accept a reassignment one time in any twelve consecutive months, beginning with the effective date of his or her most recent assignment.

Tentative Agreement

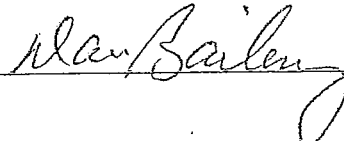
FOR THE AEA:



DATE:

6/4/2014

FOR THE DISTRICT:



DATE:

6-4-14

To AEA 5-13-14
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RT - AEA LABOR NEGOTIATIONS

§3.01 Vacancy Recruitment

G. Applications

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1. Application Locations

Employees may pick up

Applications for vacant positions ~~may be picked up~~ in the Human Resources Department or obtained through the District website.

Applications

2. Applications And/Or Resumes

@ RB

Applications and/or resumes received after the cutoff date will not be considered for filling the advertised vacancy, except as stated in §3.01 B3 and §3.01 C4.

Tentative Agreement

FOR THE AEA:

[Signature]

DATE:

6/4/2014

FOR THE DISTRICT:

[Signature]

DATE:

6-4-14

TO AEA 5-13-14
- 07-2014 -

RT – AEA LABOR NEGOTIATIONS

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~~§3.03 Furloughs~~

- ~~A. As a cost saving initiative and if mutually agreed upon during meet and confer, AEA Employees shall take furlough hours to reduce costs for the District during the contract term.~~
- ~~B. Except as expressly provided in this section, an employee who is placed on furlough will not be entitled to (and will not be paid) wages, salary, or any other form of compensation for the time during which the employee is on furlough. An employee on furlough may not use vacation, compensatory time off, sick leave, floating holiday, or any other form of paid leave during the furlough. An employee on furlough shall receive health and welfare benefits, accrue sick leave, vacation, and other leaves which are otherwise accrued based upon time worked. In addition, a period of furlough shall not be considered a break for purposes of completion of a probationary period or any other acquired benefit.~~
- ~~C. Notwithstanding the foregoing, for purposes of calculating an employee's service credits and final monthly average compensation for retirement, wages and days reduced due to furloughs taken, as required hereinabove, will not be counted against the employee. The calculation of total service credits and final monthly average compensation will assume the employee's full monthly salary was earned during any month in which a furlough was taken and that the employee worked all available days during any month in which a furlough was taken.~~
- ~~D. The General Manager/CEO shall adopt policies related to administration of the District's furlough program. (See HR SOP 09-014, dated 06/16/09.)~~

Tentative Agreement

FOR THE AEA:

[Signature]

DATE:

6/4/2014

FOR THE DISTRICT:

[Signature]

DATE:

6-4-14

8-7-14
see sec. 7.04

TO AEA
6-23-14
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RT – AEA LABOR NEGOTIATIONS
RT PROPOSALS

ARTICLE 4; ARTICLE 7: PROBATIONARY STATUS

§7.01 Discretion Of The District Newly Hired Employees

A. Newly hired employees shall be on probation for a trial period of six (6) months during which the District will have the discretion to judge the ability, competency, fitness and other qualifications to do the work for which they were employed. During this trial period, an employee may be terminated from employment for any reason provided it is not an unlawful reason, without recourse of appeal through the Complaint Review Procedure.

§7.02 Current Employees

- A. ~~B. Current employees, other than an EMT Member terminated during the probationary period, may appeal the decision through the Complaint Review Procedure. Including bargaining unit employees, promoted, laterally transferred, voluntarily demoted, disciplinarily demoted or reassigned into another job classification within the District shall work their first three (3) months on probationary status, except as provided in §8.04F., Reassignment.~~
- B. Current employees reassigned under Section 8.04F Reassignment, shall not serve a probationary period.
- C. Current employees awarded a position as specified in §7.02A. above, excluding disciplinary demotion, may within the first forty-five (45) calendar days of the start of his or her probation request in writing to return to his or her previous position. Such request shall not be denied, provided that the position has not been eliminated.

§7.03 Executive Management Team (EMT) Employees

Individuals hired or a current employee appointed, promoted, or transferred into a position at the EMT Member level serve as an at-will employee at the pleasure of the General Manager/CEO or Board of Directors, as applicable.

7.04 Duration

- A. ~~Newly hired employees shall work their first six (6) months of employment on probationary status.~~
- B. ~~Current employees, including bargaining unit employees, promoted, laterally transferred, voluntarily demoted, or disciplinarily demoted into another job~~

~~classification within the District shall work their first three (3) months on probationary status, except as provided in §8.04F., Reassignment.~~

~~C. Current employees reassigned under §8.04F., Reassignment, shall not serve a probationary period.~~

~~D. Current employees awarded a position as specified in §7.02B. or §7.02C. above, excluding disciplinary demotion, may within the first forty five (45) calendar days of the start of his or her probation request in writing to return to his or her previous position. Such request shall not be denied, provided that the position has not been eliminated.~~

§7.04 Probationary Period Extension

E.—The probationary period may be extended upon mutual agreement of the employee and the Department Manager/Director.

§7.05 Completion Salary Increase Upon Completion of the Probationary Period

~~A. Upon completion of a new hire probationary period, the employee shall be given a performance review, according to the guidelines set forth in the Employee Performance Evaluation Manual, before moving into regular employment status.~~

A. ~~B.~~ Upon successful completion of the new-hire, promotional and lateral transfer probationary period, the employee shall receive a five percent (5%) post-probationary increase in compensation, not to exceed the maximum of the range.

§7.06 Restrictions During The Probationary Period

7-31-14
§7-06
As amended
for consistency

A. During the twelve ~~twelve~~ six (6) months following an individual's placement into any new position covered by these Personnel Rules And Procedures, he or she ~~may not~~ move into another position except for the reason of "promotion" as defined in §8.04C.1. ~~herein~~ or when exercising his or her right to return to a previous position pursuant to Sec 7.

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Tentative Agreement

FOR THE AEA:

[Signature]

DATE:

7/31/2014

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FOR THE DISTRICT:

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7/31/14

TO AEA 5-13-14

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RT – AEA LABOR NEGOTIATIONS

§8.04 Salary Adjustments

G. Reclassification

1. For purposes of applying this provision, a "reclassification" shall be defined as a change in job classification due to a classification/job study, either to another or new class in the same salary grade, a lower salary grade, or a higher salary grade. The reclassification may be initiated either by the District or by an employee. If an employee's current class is re-titled and/or revised without any change to the pay grade, this action shall not be considered a "reclassification" and there will be no effect on the employee's rate of pay.
2. The District Reclassification process shall be governed, pursuant to HR-SOP-12-017.

~~2. The reclassification request must be submitted in writing to the Human Resources Department (HR) in accordance with SOP HR-03-022. If the reclassification request is approved, the affected employee's salary will be adjusted retroactive to the day after the date the completed Request for Classification/Position Study form was received by HR.~~

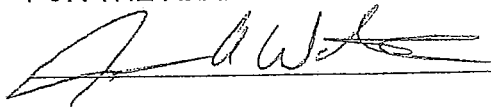
~~If there is an unreasonable delay in the process, the salary adjustment will be effective as follows:~~

- ~~(a) If the employee caused the delay, the salary adjustment will be effective the day after the date the Reclassification Request is approved.~~
- ~~(b) If the District caused the delay, the salary adjustment will be effective the day after the date the completed Request for Classification/Position Study form was received by HR.~~
- ~~(c) If either the District or the employee believes an unreasonable delay has occurred, that party has 10 calendar days from the date the delay was discovered, or when it could reasonably have been expected to know of the delay, to file an objection with HR. Each party will be notified on the date the objection is made. Failure to raise a delay objection in a timely manner will result in the right to do so being null and void.~~

- ~~3. If a position is reclassified to another class in the same salary grade as the employee's current class, then the reclassification will have no effect on salary.~~
- ~~4. If a position is reclassified to another class in a lower salary grade than the employee's current class and the employee's current salary exceeds the maximum of the new range for that class, then the employee's salary may be red-circled as defined in §8.04H.1. below. Otherwise, the reclassification will have no effect on salary.~~
- ~~5. If a position is reclassified to another class in a higher pay grade than the employee's current class, the employee's salary rate shall be adjusted upwardly five percent (5%) unless the employee's "new adjusted" rate is below the minimum of the new range. In such cases, the employee's salary rate shall be adjusted to the minimum of the new pay range. In no case shall the employee be paid less than the minimum, nor more than the maximum of the new range.~~
- ~~6. Reclassification shall have no effect on the employee's anniversary date.~~

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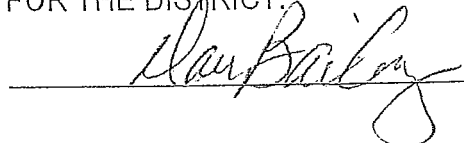
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6/4/2014

FOR THE DISTRICT:



DATE:

6-4-14

Discussed
9-17-14

RT – AEA LABOR NEGOTIATIONS

District Proposal
September 10, 2014

§10.01 Medical Insurance

The District provides a series of comprehensive Health and Welfare Insurance Coverages for each full-time employee and his or her eligible dependents as indicated below. Specific questions as to enrollment, coverages, buy-up options, dependent enrollments, etc., should be directed to the Human Resources Department, Benefits Unit.

A. Benefits Eligibility Defined

No Change

B. Dependent Eligibility Status

No Change

C. Medical Insurance

1. Effective January 1, 2011, the District will contribute ninety percent (90%) of the Health and Welfare Insurance Premium for each employee participating in medical insurance options provided under the CalPers Program. The maximum monthly amount paid by RT shall not exceed 90% of the monthly premium for Kaiser or Blue Shield Access Plus, whichever is greater, for the Sacramento Area (Sacramento, Placer, and El Dorado Counties). Employees electing coverage in a plan that is more costly than the Kaiser or Blue Shield Access Plan in the Sacramento Area will pay the difference in the amount paid by RT for either Kaiser or the Blue Shield Access Plus Plan and the cost of the selected plan.

An employee selecting a plan less costly than the Blue Shield Access Plus Plan will still be subject to paying 10% of the monthly premium cost of that plan. The co-payment is not applicable to those employees participating in the Cash-in-Lieu of Medical Program. Employees may continue to participate in the Cash-in-Lieu of Medical Insurance Program under the same terms as specified in this Article.

Retirees under the Salaried Employees Retirement Plan will have their level of benefits governed by that plan.

2. District health care coverage shall include the following:

- (a) Employees will pay a fifteen dollar (\$15.00) co-payment for office visits.

(b) Employees will pay a ten/fifteen dollar (\$10.00/\$15.00) co-payment(s) for prescriptions.

(c) Prescription medication will be limited to a maximum supply of thirty (30) days. Prescriptions will be filled using generic brands, unless otherwise noted by the treating physician. An employee preferring the name brand medication may purchase it by paying the difference between the name brand and generic alternative.

(d) Emergency Room visits will be fifty dollars (\$50.00).

3. Medical Insurance Continuation for Dependents of a Deceased Employee

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

D. Dental Insurance

Dental Insurance is provided at no cost to a full-time employee and his or her spouse and eligible dependents. Coverage is through Delta Dental Service (DDS).

E. Life Insurance

Life Insurance, Accidental Death and Dismemberment is provided at no cost to a full-time employee, his or her spouse and eligible dependents. Coverage for the employee is for fifty thousand dollars (\$50,000) and coverage for the spouse and eligible dependents is for one thousand dollars (\$1,000) (dependents under six (6) months – one hundred dollars (\$100.00)).

F. Supplemental Life Insurance

In addition to the District-provided coverage as specified above, supplemental life insurance is available as an option for each qualified full-time employee and his or her spouse and/or child(ren). Spousal coverage shall be limited to fifty percent (50%) of the employee's supplemental life insurance amount. The premium cost for this coverage, when elected by the employee, is paid by the employee through payroll deduction.

G. Vision Care

The DISTRICT will provide vision care insurance at no cost to each covered full time employee and his or her eligible dependents. Coverage also includes "buy-up" options that can enhance the insurance coverage which is available for purchase by the employee. Vision Care Insurance is currently

provided through the Vision Service Plan (VSP) and the benefits are subject to the terms of the policy between the DISTRICT and the insurance company.

H. Long Term Disability

Long Term Disability (LTD) Insurance is provided at no cost to each full-time employee of the District.

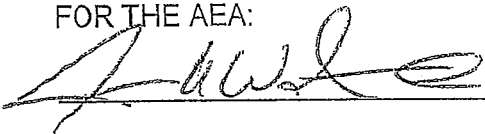
I. Cash-In-Lieu Of Medical Coverage

1. Description – This voluntary Cash-in-Lieu of Medical Coverage Program is available to all covered full-time employees. If the employee voluntarily elects to participate, he or she will forego medical insurance coverage, and will receive one-half of the cash value of the Kaiser Sacramento Area "Employee Only" medical premium, in their paycheck on the 25th of the month. This additional income is taxable and the employee must have medical insurance through some other source (e.g. spouse or a previous employer).
2. Eligible Employees – All full-time employees represented by the AEA.
3. New Hire/Annual Open Enrollment Period – Employees must enroll within ~~sixty (60)~~ thirty (30) days of becoming eligible as a new hire. A copy of the form is available in the Human Resources Department. After an employee is enrolled in the program, his/her participation continues year after year thereafter unless the employee elects to *discontinue* participation. Each year during the annual open enrollment period, employees electing to participate in the Cash-in-Lieu of Medical Coverage Program for the first time must enroll. Retroactive enrollments are not permissible. Once enrolled, the employee must remain in the Cash-in-Lieu of Medical Coverage Program throughout the plan year unless there is a valid family status change as outlined in §10.011.5. below.
4. Documentation – Although employees need not reenroll annually, they are required to maintain their alternative insurance. Should RT wish to verify their continuing participation in a medical insurance plan, an employee must provide satisfactory documentation of their participation within fifteen (15) days of RT's request.
5. Family Status Changes – The employee may not change or cancel their program during the plan year except for allowable family status changes as defined by IRS regulations.

Section 10.01 (Medical Benefits) continued.

Tentative Agreement

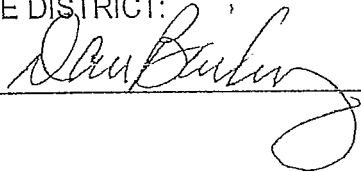
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RT - AEA LABOR NEGOTIATIONS

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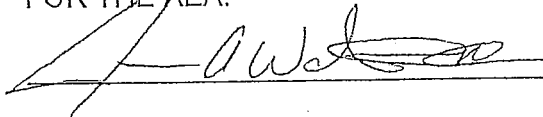
§10.02 Flexible Spending Account

B. Employee Eligibility

All salaried employees of RT may participate in this program. Employees will be eligible to participate in the plan on the first (1st) of the month following thirty (30) days of employment, and annually thereafter during open enrollment. ~~the completion of their six (6) month probationary period.~~

Tentative Agreement

FOR THE AEA:



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6/4/2014

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RT - AEA LABOR NEGOTIATIONS

§10.05 Transit Pass

A. Employee Eligibility

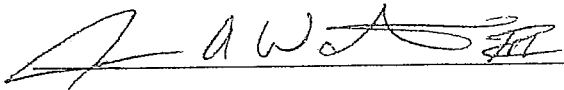
1. An employee shall be eligible upon employment to receive a Transit Pass for himself or herself and his or her dependent(s). The spouse and dependent children of a regular employee shall receive a Transit Pass for free transportation over all lines operated by the District. The Pass(es) will be issued within fifteen (15) days following the employee's submission of the required application form(s).
2. An individual employee hired on a temporary employment basis pursuant to Article 5 shall be eligible for a Transit Pass upon his or her start date and for the duration of their employment. The Pass is honored for transportation on District buses and light rail vehicles during normal hours of operation.

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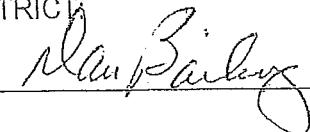
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AEA PROPOSAL

ART. 10 - EMPLOYEE BENEFITS

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§10.06 Employee Parking

- A. The District has a limited number of parking spaces available for use by authorized employees. All employees seeking authorization to park in a District space must register their vehicle and get a parking sticker from the Facilities Management Department.
- B. Vehicles must be parked front end in with the parking sticker prominently displayed and with their RT parking permit clearly easily visible on their vehicle.
- C. Unauthorized vehicles parked in District parking spaces are subject to being towed away at the owner's expense.
- D. A copy of the established Parking Policy is available upon request at the Facilities Management Department.

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6-4-14

§10.07 License Fees

- A. The District will reimburse an employee for the basic renewal cost of all work related licenses, other than a Class C Driver's License or its equivalent, required in the performance of his or her duties after the employee has qualified for his or her respective position.
- B. Any increase in the cost of a license imposed as the result of citations received on or off the job, or lapse of renewal, shall be the responsibility of the employee.

~~7-31-14~~
Agreement?
to TA?

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8-7-14
W. Baker -
8/7/14
J. G. [unclear]

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MAY 23 2014
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REA PROPOSAL

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ARTICLE 11: HOLIDAYS AND VACATIONS

§11.01 Holidays

A. Holidays Observed

District holidays observed annually are:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

District holidays that fall on a Sunday will be observed the following Monday. Employees will receive 8 hours holiday pay for a District holiday that falls on a Saturday. In addition to the above referenced holidays, employees also receive the following holidays:

- Employee's Birthday
- ~~Four~~ Five Floating Holidays
- Four Hours – for use either the last work day before or first work day after Thanksgiving Day, Christmas Day, or New Year's Day.

Employee's Birthday and Floating Holidays can be taken on any day selected by the employee that is approved in advance by his or her Supervisor.

Holiday Pay

1. An employee must be in the active service of the District on his or her last workday preceding and first workday following a paid holiday in order to receive holiday pay.
2. For purposes of applying this language, active service is defined as time spent at work in a regular paid status as well as paid vacation, paid holidays, and/or paid sick leave. Active service does not include any other hours paid for accrued benefits except those specifically mentioned above.
3. Pay for holidays are computed at the employee's regular hourly rate of pay.

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7/31/14

RECEIVED

MAY 23 2014

CAO

To AEA via email
on 9-10-14

RT - AEA LABOR NEGOTIATIONS
District Proposal
September 10, 2014

Discussed 9-17-14

TA

§11.02 Vacations

D. Vacation Accrual


1. 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, and/or paid sick leave, from the employee's most recent date of hire. A full-time 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.

Tentative Agreement:



For AEA



For Regional Transit

9/17/2014

Date

9-17-14

Date

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§13.01 Definitions

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For purposes of definition and interpretation, a leave of absence may be either "paid" or "unpaid."

A. A paid leave of absence is ~~so designated when~~ leave for which an employee is eligible to receive a regular salary during the period of leave, without use of accruals.

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B. An unpaid leave of absence is ~~so designated when~~ leave for which an employee is not eligible to receive a regular salary during the period of leave; regardless of whether or not except when by the employee can covering such absence with accruals; i.e., sick leave, vacation, floating holidays. The various leaves of absence, both paid and unpaid, are defined for use in specific circumstances and are set forth below.

TA

TA
Dan Bailey
[Signature]

7/31/2014

RT – AEA LABOR NEGOTIATIONS

§19.01 Definition Of Reduction In Force (Layoff)

No Change

§19.02 Order Of Layoff

No Change

§19.03 Employee Layoff Rotation

No Change

§19.04 Notification Of Reduction In Force

No Change

§19.05 Employee Recall From Reduction In Force

A. Preferred Eligibility List

1. Individuals laid off shall be placed on a Preferred Eligibility List for recall to openings in the job classification, in the department from which they were laid off. ~~The District shall fill a vacancy from the eligibility list prior to filling the vacancy from any other source, regardless of which department the vacancy is in prior to being laid off. Notice of recall shall be mailed by certified mail, restricted delivery, to the employee's most recent address of record in the Human Resources Department and the employee shall have fifteen (15) working days from its receipt to respond. Failure of an employee to respond, except for reasons beyond his or her control, shall result in elimination from the Preferred Eligibility List. The District shall provide the AEA with a copy of the Preferred Eligibility List after each round of layoffs and after each round of recalls.~~ Employees on layoff longer than two (2) years shall be removed from the Preferred Eligibility List and have no right thereafter to be recalled.



B. Notice of Recall

1. Notice of Recall shall be mailed by certified mail, restricted delivery, to the employee's most recent address of record in the Human Resources Department and the employee shall have ten (10) working days from its receipt to respond. Failure of an employee to respond, except for reasons beyond his or her control, shall result in elimination from the Preferred Eligibility List.
2. A Recall notice returned to the District from the Post Office marked "undeliverable" will be deemed as a failure to respond and result in elimination from the Preferred Eligibility List.

C. Recall Process

1. When the District determines a need to fill a position in which a person was laid off, the individual who held that position prior to being laid off will be the first person eligible for recall.
2. If that individual chooses not to return to his/her previous position, the individual forfeits his/her recall rights and the District will contact the individual on layoff with the greatest District Seniority who held a position in the same classification prior to lay off. This individual may elect not to accept the recall and will retain recall rights in accordance with the PR&P up to the maximum period of 2 years from the time of his/her initial layoff.
3. The District will continue this recall procedure until such time as the position is filled.
4. Should the position remain unfilled and the District continues to want to fill the vacancy, the customary recruitment process will be utilized.
5. Should a position in a classification be authorized to fill in a department from which no one in the classification was affected by the layoff, or the department has been newly created, the position will be filled as follows:
 - (a) The District will use the Recall List and offer the position to the individual with the highest District Seniority that worked in the same classification immediately preceding his/her layoff.

- (b) If this individual declines the recall offer, he/she will remain on the recall list and the District will contact the next person on the Recall List.
 - (c) The District will continue this process until such time as the position is filled.
 - (d) Should the position remain unfilled and the District continues to want to fill the vacancy, the customary recruitment process will be utilized.
6. The District shall fill a vacancy from the eligibility list prior to filling the vacancy from any other source.
 7. Laid off employees shall be terminated from employment and receive payment for accrued vacation, floating holidays, and sick leave pursuant to provisions herein applicable to separating employees. ~~but be eligible for recall for two (2) years from date of layoff. Employees on layoff longer than two (2) years shall be removed from the Preferred Eligibility List and have no right thereafter to be recalled.~~
 8. Individuals responding to the recall notice shall be put to work in inverse order of their layoff as determined under §19.02 and §19.03.

§19.06 Subsequent Reduction In Force


No Change

~~§19.07 Income Supplement While On Layoff~~

~~An employee who is laid off may use accrued time off in the following order to supplement lost earnings: floating holidays, vacation, sick leave.~~

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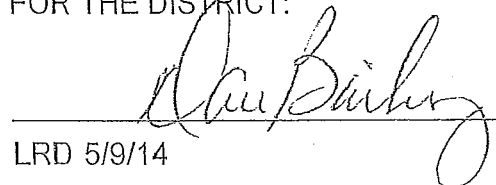
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