

AGENDA: October 3, 2024

TO: Regional Transportation Commission (RTC)

FROM: Mitch Weiss, Special Advisor
Jesse Lad, Employment Attorney/Negotiator
Tony Harris, Transportation Consultant

RE: Labor Negotiations Meet and Confer Process Completion

RECOMMENDATION

Staff recommends the Commission approve the attached side letter to the RTC Association of Middle Managers (RAMM) memorandum of understanding (MOU) ([Attachment 1](#)) to incorporate the at-will status and benefits of the three new Director classifications into the MOU and to implement the recommendations below.

BACKGROUND

Labor and employment attorney/negotiator Jesse Lad, Transportation Consultant Tony Harris, and Mitch Weiss have been representing the Commission during the meet and confer process with RAMM and the Community of RTC Employees (CORE). This memo relates to the labor negotiations associated with the proposed reorganization outlined in the Staffing Assessment that was completed by an outside consultant, Regional Government Services ("RGS"), in 2022.

The Staffing Assessment recommended that RTC significantly revise the agency's current organizational structure by creating three departments: (1) Internal Services; (2) Engineering and Maintenance; and (3) Planning and Environmental Services. RGS recommended that each of these departments be managed by Department Directors that would report directly to the Executive Director. The Staffing Assessment also recommends eliminating the current Deputy Director classification as a part of the revised structure.

The Commission has previously taken several actions to implement the reorganization and items agreed to through the meet and confer process:

- On April 4, 2024, the Commission approved adding \$900,852 to the staff budget for three new CORE positions.
- On May 2, 2024, the Commission approved an organizational chart that, among other changes, included three new director (RAMM) positions,

three new CORE positions, and delegated authority to the Executive Director to change the classification of the CORE positions if necessary.

- On September 5, 2024, the Commission approved five new job descriptions in the CORE unit and updated the salary schedule for the new job descriptions.

Under another item on today's agenda, staff is recommending the Commission:

- Approve job descriptions for three new director positions (Director of Planning, Programming, and Transportation Services; Director of Capital Projects; and Director of Internal Services). These positions are at-will.
- Update the salary schedule for the salaries of these new positions.
- Increase the budget by \$258,050 to fully fund those positions.

The following items to implement the reorganization and agreements reached during the meet and confer process will be implemented administratively:

- One Supervising Transportation Planner position will be filled through a promotional (internal) recruitment.
- Positions other than this Supervising Transportation Planner; the Director of Planning, Programming, and Transportation Services; and Contract Specialist will be filled through open recruitment.

DISCUSSION

To complete the implementation of the reorganization and the agreements reached during the meet and confer process, staff recommend the Commission approve the attached side letter to the RAMM memorandum of understanding (MOU) ([Attachment 1](#)) to incorporate the at-will status of the three new Director classifications into the MOU. In addition to incorporating the at-will nature of these classifications, the side letter adds a two-tiered severance package for these positions only and modifies the MOU provisions regarding payment of accrued sick leave in the event an at-will employee is terminated without cause. The side letter provides that:

- Severance is only available when an at-will employee is terminated without cause and is conditioned upon releasing and waiving any and all claims against RTC in a separation agreement in a form approved by RTC.
 - Current RAMM members, if appointed to one of the new at-will director classifications, would upon termination without cause receive the cash equivalent of 120 days of their then base salary as severance and health benefits (medical, dental, vision) or COBRA equivalent for this same 120-day time period.
 - All others appointed to one of the new at-will director classifications would upon termination without cause receive the cash equivalent of

90 days of their then base salary as severance and health benefits (medical, dental, vision) or COBRA equivalent for this same 90-day time period.

- There shall be no payment for accrued sick in the event of a termination for cause for the new Director classifications. If an at-will Director is terminated by RTC without cause, the payout of accrued leave shall be consistent with RTC's current MOU with RAMM and, with respect to sick leave, in the amounts allowed upon employee retirement if an at-will Director simultaneously retires at the time they are separated without cause.

The RTC's approved Human Resources Policies state that the Commission appoints the Executive Director and that all other appointments are made by the Executive Director. However, the following items to implement the reorganization and the agreements reached during the meet and confer process require Commission approval as they will be implemented as exceptions to the RTC's Human Resources Policies:

- Moving the incumbent Deputy Director (position being deleted) into the newly created position of Director of Planning, Programming, and Transportation Services upon creation of the classification. The Deputy Director position will be abolished upon approval of the new Director classifications.
- Moving the incumbent Administrative Assistant III (position being deleted) into the newly created position of Contract Specialist. The Administrative Assistant III position will be abolished upon approval of the Contract Specialist classification. The following will apply to this reclassification:
 - There will be no probationary period for this appointment.
 - There will be no change in the incumbent's anniversary date.
 - The incumbent will be placed at the step in the contract specialist salary schedule that is the next step higher than their current salary.
 - If the compensation study required by RTC's MOUs with CORE and RAMM determine that an increase in salary is warranted for this position, the salary differential will be paid back to date of the employee's reclassification.

FISCAL IMPACT

To complete the implementation of the reorganization and the agreements reached during the meet and confer process a budget amendment is needed to fund the new and retitled positions. On April 4, 2024, the Commission approved adding \$900,852 to the staff budget in fiscal year 2024-25 for three new CORE positions. To fund the three new director positions (Director

of Planning, Programming, and Transportation Services; Director of Capital Projects; and Director of Internal Services), an increase of \$258,050 to the fiscal year 2024-25 budget is needed.

SUMMARY

Negotiators for the Santa Cruz County Regional Transportation Commission have successfully completed the meet and confer process with both the Community of RTC Employees (CORE) and the RTC Association of Middle Managers (RAMM), regarding a reorganization. This staff report recommends approval of the mutual understandings of the parties on the impacts of the reorganization, as well as the agreements reached through this process regarding matters within the scope of representation.

ATTACHMENT

1. RAMM Side Letter

SIDE LETTER AGREEMENT
MEMORANDUM OF UNDERSTANDING BETWEEN
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (RTC)
AND RTC ASSOCIATION OF MIDDLE MANAGERS (RAMM)
EFFECTIVE OCTOBER 3, 2024

The Santa Cruz County Regional Transportation Commission (RTC) and the RTC Association of Middle Managers (RAMM), have completed the meet and confer process regarding a reorganization. Consistent with the reorganization, the RTC and RAMM hereby agree to amend the Memorandum of Understanding (MOU) between the RTC and RAMM with effective date April 1, 2022 and expiring March 31, 2025, as described in the revised MOU attached hereto as Attachment 1.

For the RTC

For the RAMM

Sarah Christensen
Executive Director
RTC

Luis Mendez
Negotiating Team

Mitch Weiss
Negotiator

Tracy New
Negotiating Team

Date

Yesenia Parra
Negotiating Team

Date

RTC Association of Middle Managers (RAMM) Representative Unit

MEMORANDUM OF UNDERSTANDING

April 1, 2022 – March 30, 2025

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ARTICLE 1. MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between the RTC Santa Cruz County Regional Transportation Commission (hereinafter "RTC") and the RTC Association of Middle Managers (herein after "RAMM"). Both parties agree that this Memorandum is a result of meeting and conferring in good faith under the terms of State law and the RTC Human Resources Resolution. This Memorandum of Understanding contains the complete results of negotiations between the RTC and the RAMM Representative Unit for the period beginning April 1, 2022 and ending on March 31, 2025. Both parties agree that the results of these negotiations are equitable and fair compensation for all employees in the RAMM Unit. Both parties agree to support and uphold the obligations conferred upon them by this agreement. Unless otherwise indicated therein, all provisions shall become effective upon adoption by the Board of the RTC.

ARTICLE 2. RECOGNITION

The RTC recognizes RAMM Representative Unit as the exclusive bargaining representative for all employees in budgeted ("permanent") positions within the RAMM Representative Unit. The for-cause classifications represented by RAMM are Administrative Services Officer; Director of Finance and Budget; and Senior Engineer. The at-will classifications represented by RAMM are Director of Planning, Programming, and Transportation Services; Director of Capital Projects; and Director of Internal Services.

Such representation and this Memorandum shall not apply to temporary employees.

ARTICLE 3. PEACEFUL PERFORMANCE OF SERVICE

The RAMM Representative Unit, its agents, and the employees it represents, agree that there shall be no strike, work stoppage, or any other concerted interference with operations, or any picketing, or any refusal to enter upon the RTC's premises or work site during the term of this Memorandum of Understanding.

Any employee who participates in any of such prohibited activities shall be subject to discharge or such lesser discipline as the RTC shall determine; provided, however, that any such for-cause employee that has passed probation in their classification shall have recourse to the disciplinary appeal procedure as to the sole question of whether he/she in fact participated in

such prohibited activity.

If the RAMM Representative Unit, its staff or Board of Directors engage in, instigate, encourage, condone, or ratify any strike, work stoppage, concerted

interference with operations, picketing, or refusal by employees to enter upon the RTC's premises or work site, the RTC may immediately suspend or revoke the voluntary payroll deductions provided, however, the RAMM Representative Unit will have recourse to the disciplinary appeal procedure as to the sole question of whether the RAMM Representative Unit, or its staff or Board of Directors engaged in such prohibited activity.

The inclusion of this Article in this Memorandum of Understanding shall in no way be deemed to preclude or stop the RTC or the RAMM Representative Unit from seeking any form of legal or equitable relief to which it may be entitled during the term of this Memorandum of Understanding or at any other time.

ARTICLE 4. EQUAL EMPLOYMENT OPPORTUNITY

The RTC and the RAMM Representative Unit agree that no person employed or applying for employment shall be unlawfully discriminated against on the basis of actual or perceived race, color, religion, disability, legally protected medical condition or information, genetic characteristics or information, national origin, ancestry, citizenship, registered domestic partner or marital status, gender, sex (including pregnancy, childbirth, or related medical conditions), age, gender identity or expression, military or veteran status, or any other basis protected by Federal, State, or Local laws.

ARTICLE 5. SAFETY

The RAMM Representative Unit and the RTC agree that it is in the best interests of all concerned to provide a safe and healthy working environment. The RTC abides by the safety standards established by the State Division of Industrial Safety pursuant to the Occupational Safety and Health Act. Any input the RAMM Representative Unit has regarding safety procedures can be discussed in conjunction with review and approval of the Injury and Illness Prevention Program of the RTC. Any health and safety hazards brought to the attention of the RTC shall be addressed in a timely manner. RAMM employees are required to report to a supervisor any work-related injury or illness, no matter how minor.

5.1. ERGONOMICS

Proper application of ergonomic principles can help to reduce the risk of injuries or illnesses for employees working with computers, or in jobs involving repetitive motions and handling of heavy materials. The RTC promotes employee health and comfort through training, consultation, and written recommendations. The ASO is responsible for informing affected employees about work-related musculoskeletal disorders and associated risk

factors and encouraging employee involvement in promoting an ergonomically sound workplace. The primary tools of the RTC include training and information, symptom analysis, workstation evaluations and recommendations and providing tools to improve ergonomic conditions for employees.

1. The ASO will request ergonomic evaluations for all employees once every twelve months through the RTC's workers' compensation insurer and can also request the insurer to provide Risk Reduction Training Workshops to employees, on-site or on a regional basis. A written report documenting the ergonomic concerns and musculoskeletal disorders identified by the employee and assessor and the corresponding mitigations will be submitted to the ASO and to the employee upon completion of the assessment.
2. The ASO will work with identified employees to determine which products may need to be purchased and/or provide identified employees additional training recommended by the insurer to prevent or address musculoskeletal disorders. Equipment purchased must be within the parameters of the RTC budget.

ARTICLE 6. PRODUCTIVITY

The parties to this agreement support the concept of high performance and high productivity to provide a high level of service to the community at reasonable cost. Except as otherwise provided in this agreement, the parties agree to support changes initiated by the RTC which are intended to increase the efficiency or effectiveness of RTC operations.

ARTICLE 7. NOTIFICATION

7.1. NOTIFICATION TO EMPLOYEE

The current Memorandum of Understanding (MOU) is available to employees on the RTC's local area network.

7.2. NOTIFICATION TO RAMM REPRESENTATIVE UNIT

Except in cases of emergencies, the RAMM Representative Unit shall be given five (5) working days written notification of any matters within the scope of representation (as that term is defined in the Meyers-Milias-Brown Act (Gov't Code Sec 3500 et seq.) proposed to be adopted by the RTC Board or management and shall be given the opportunity to meet-and-confer with the RTC prior to its adoption. The impasse procedures shall be in accordance with Government Code section 3505.

ARTICLE 8. SCHEDULED HOURS

The authorized hours of a budgeted position constitute the normally scheduled hours of work for an employee in that position (e.g., eighty (80) hours in a pay period are the normal schedule of work hours for an employee in a full-time position, and forty (40) hours in a pay period are the normal schedule of work hours for an employee in a half-time position). However, "normal" work hours shall not be construed to mean a guarantee of hours of work.

ARTICLE 9. EFFECTIVE DATE OF TRANSACTIONS

Personnel/payroll transactions not effective on the first day of a pay period shall have an effective date of the first day of the next pay period, unless an exception is approved by the RTC Executive Director. Examples of such transactions include transfers, promotions, and demotions. Step increases which would be effective the first week of the pay period shall have an effective date of the first day of that pay period; step increases which would be effective the second week of the pay period shall have an effective date of the first day of the next pay period.

The following transactions are excluded from the provisions of this Article: original appointments; separations; leaves of absence without pay, return from leaves of absence without pay; displacement; temporary work in a higher-class appointment; return from work in a higher-class appointment.

ARTICLE 10. PAY

10.1. BASIC AND EQUITY PAY

A. Basic Pay Plan.

The basic pay plan consists of the salary ranges and the assignment of classes to such ranges provided for in the RTC Salary Resolution. Each employee shall be paid within the range for the class unless otherwise provided in this Article (10).

B. General Salary Adjustments.

1. Effective June 1, 2022, the hourly rates for steps in the salary range for each class shall be increased by 4.5 %.
2. Effective April 1, 2023, the hourly rates for steps in the salary range for each class shall be increased by 3.5%.

3. Effective April 1, 2024, the hourly rates in the salary range for each class shall be increased by 3.5%.

C. Signing Bonus.

For 2022 only, a one-time signing bonus of \$2,000.00 shall be paid to all members of the RAMM unit in the first full pay period after ratification of this agreement.

- D. Compensation Study: A compensation study for all RTC positions shall be completed prior to the conclusion of the term of this agreement (March 31, 2025).

10.2. REQUIREMENTS FOR STEP INCREASES

Step advancements are predicated upon merit and length of service, and each part-time or full-time employee in a budgeted position may receive an increase at the completion of each number of hours of service, as specified in the RTC Human Resource Policies.

A. Hours of Service for Purposes of Step Advancement.

1. Defined.

Paid hours of work and paid leave hours accrued by an employee within the number of authorized hours for the position occupied by the employee shall constitute hours of service. Hours worked in excess of the number of hours authorized for the position, whether overtime or otherwise, shall not be included in hours of service.

- a. Exceptions. Military leave and time off due to an occupational injury with the RTC shall be considered hours of service for purposes of step advancement.

2. Beginning Date.

Hours of service for purposes of step increases accrue by class, beginning from the most recent date of appointment.

- B. Failure of the employee's supervisor to complete an evaluation for a step advancement in accordance with Article 11.3 shall be considered to be a recommendation by the appointing authority for

step advancement effective on the date the employee is eligible for step advancement.

10.3. STEP PLACEMENT AND STEP ADVANCEMENT UPON APPOINTMENT TO HIGHER CLASS

A. Definition.

A higher class is one in which the fifth step hourly rate of the range for the new class is greater than the fifth step hourly rate of the range for the current class.

B. Application.

This provision shall apply to all types of appointment to a higher class, except a reappointment from displacement, including promotion (including promotion through upward reclassification or through alternate staffing), appointment to a former higher class and a "work in a higher class" appointment.

C. Step Placement.

The salary of employees who are appointed to a higher class within the RAMM Representative Unit shall be placed at the step in the salary range for the higher class which will provide an increase above the salary step for the lower class which is closest to 10% or the appointing authority may request an advance step placement, at the time of appointment, to a permanent assignment to a higher class or promotion (including promotion through upward classification or through alternate staffing) in accordance with RTC regulations adopted by the Board of Supervisors regarding advance step procedures.

D. Step Advancement.

The beginning date for purposes of accrual of hours of service for step advancement shall be the most recent date of appointment to the higher class.

10.4. STEP PLACEMENT AND STEP ADVANCEMENT UPON APPOINTMENT TO LOWER CLASS OR DOWNWARD RECLASSIFICATION

A. Definition.

A lower class is one in which the fifth step hourly rate of the range for the new class is less than the fifth step hourly rate of the range for the current class.

B. Appointment to a Lower Class (Other than Downward Reclassification).

1. Application.

The provisions of paragraphs 2. and 3. below shall apply to all types of appointment to a lower class, except a Y-rate, including: demotion, appointment to a former class, displacement to a lower class, return from provisional promotion, and return from work in a higher class.

2. To Class of Previous Service.

If the employee has previously served in the lower class to which appointed, such employee shall have all time served in the higher class count as continuous service in the lower class for purposes of step placement and advancement.

3. To Class with NO Previous Service.

Upon appointment to a lower class, the employee's salary shall be adjusted to the same step in the new salary range that he/she was receiving in the salary range of the higher class and the employee shall receive credit for hours of service accrued in the step in the higher class for purposes of determining step advancement in the lower class.

C. Downward Reclassification.

1. Overfill Status.

When an occupied regular or limited term position is reclassified downward, the probationary or permanent incumbent may retain the salary of his or her former class by being placed in an overfill status for a period not to exceed five (5) years from the effective date of reclassification. This provision does not apply to at-will employees. The provision of overfill status is a protection device which is intended to reduce the impact of

downward reclassification upon compensation and class seniority. While in an overfill status, the incumbent employee shall be eligible for step advancement, general salary adjustments, and accrued seniority which would apply to the former class. All other benefits and rights of employee representation which are associated with the former class shall also apply to the incumbent employee while in the overfill status; provided, however, that if the class of the position being overfilled is not designated as management or is designated as a management trainee, the employee may be non-exempt and subject to overtime, and any accrued compensatory time shall be paid off upon commencement of such overfill; and Article 22, Administrative Leave, and cash payment for administrative leave, will not be authorized in any pay period in which there is overtime.

Overfill provisions of the RTC shall be terminated at such time as the equivalent step within the salary range for the new class rises to meet or exceed the equivalent step in the salary range of the former class. In such event, the reclassified employee's salary shall be adjusted on an equivalent step basis (i.e., 2nd step to 2nd step) within the salary range for the new class and no further application of the overfill or Y-rate protection provisions shall apply.

During the overfill period, the employee's name shall be certified to vacant positions in the former class in: (i) the same department in order of seniority; and, (ii) other departments. An employee who is overfilling shall be demoted to the new class upon:

- (a) refusal of one offer of employment in the former class in the same department; or
- (b) refusal of three offers of employment in the former class in other departments; or
- (c) the termination of a five (5) year overfill period, whichever of the foregoing occurs first.

ARTICLE 11. EMPLOYEE RIGHTS

11.1. ADVERSE ACTION

No adverse action shall be taken against any for-cause employee based upon material and/or documentation of which the employee has not been informed.
A copy

of any material and/or documentation used by the RTC as a basis for substantiating the action shall be provided the employee. "Adverse action" as used in this section is defined as a dismissal, demotion, suspension, placement at a lower salary step in the salary range of the employee, written reprimand, or transfer for purposes of punishment.

Nothing in this section shall be construed to modify RTC Human Resources policies regarding disciplinary actions (e.g., dismissal, suspension, and demotion).

11.2. PERSONNEL FILES

The personnel file of each employee shall be maintained in accordance with the RTC Human Resources Policies and applicable Federal and State laws. Written material or drafts of written materials to be placed in an employee's file shall bear the employee's signature or verification that the employee received a copy. Employees shall be provided with copies of any written personnel related material except routine clerical transactions. The employee or his/her designated representative shall be given a reasonable period of time during normal working hours, and without loss of pay, to prepare a written response to material, if desired. The written response shall be placed in the employee's personnel file.

An employee and/or his/her designated representative shall have the right at any reasonable time without loss of pay to examine and/or obtain a copy of any material from the employee's personnel file in accordance with administrative procedures with the exception of material that was obtained prior to the appointment of the employee involved.

11.3. EVALUATION

Each employee's supervisor is responsible for evaluating the employee's performance. Failure of the supervisor to present the employee with an evaluation within sixty(60) calendar days of the due date, unless an extension is mutually agreed upon in writing, shall result in a satisfactory overall performance evaluation rating for the employee as of the due date. No extension will be granted beyond ninety (90) days.

ARTICLE 12. OVERTIME

RAMM Employees are salaried employees exempt from overtime provisions except as specifically provided for by Federal or State law.

ARTICLE 13. OTHER PROVISIONS

1. Should Federal legislation be implemented during the agreement which affects the RTC health plan, the parties agree to reopen the agreement to consider the direct cost impact on the RTC of this legislation.
2. Existing and newly appointed employees in the RAMM Representative Unit will have their paychecks automatically deposited in a participating financial institution. The RTC is a Green Business Certified and encourages new employees to complete a payroll authorization form within two pay periods of their hire dates for a participating financial institution. Payroll authorization forms are available from the ASO.

ARTICLE 14. INCENTIVE PAY

Each type of incentive pay or other such pay addressed in this Article shall be applied separately against the base hourly rate of the employee receiving such pay.

14.1. BILINGUAL SPECIAL ASSIGNMENT PAY

- A. The RTC shall provide bilingual payment of an additional \$0.50 per hour on the hourly rate where the position is designated as requiring bilingual skills at Level One and the employee is certified as qualified at Level One by the RTC. The RTC shall provide bilingual payment of an additional \$0.85 per hour on the hourly rate where the position is designated as requiring bilingual skills at Level Two and the employee is certified as qualified at Level Two by the RTC.

"Level One" is the ability to converse in the second language(s) and to read English and translate orally into the second language(s).

"Level Two" is the ability to converse in the second language(s); to read English and translate orally into the second language(s); read the second language(s) and translate orally into English; and to write in the second language(s).

- B. Bilingual pay shall be initiated at the beginning of the pay period after the criteria outlined herein are met.
- C. The RTC shall periodically review positions covered by these provisions to determine the number, location, language and/or level of bilingual skill required of positions to be designated as requiring

bilingual skills. The RTC may require retesting of employees for the purpose for certifying that employees possess the necessary skill level.

D. Bilingual pay shall be removed when the criteria as outlined herein cease to be met.

14.2. LONGEVITY INCENTIVE PAY

Employees in this representation unit who have completed 52,001 RTC Service Hours with Santa Cruz County and/or the RTC (equivalent to approximately twenty-five (25) years of full-time service) shall be paid a Longevity Incentive Pay equivalent to 3% of their base hourly rate.

14.3. COMMUTE BENEFITS

RTC will provide employees with commute benefits, to create an incentive for employees to utilize alternative commutes.

RTC will provide employees with the option of either a paid bike locker or a \$20/month incentive for public transportation or carpool and vanpool (minimum 12 days per month) costs. RTC shall establish procedures for reimbursement.

RTC will direct its staff to initiate the development of a pre-tax commute benefit (IRS section 132) program to coordinate the alternative commute incentive.

Extra help employees are not eligible for this benefit.

ARTICLE 15. CELL PHONE REIMBURSEMENT

The RTC shall reimburse each employee covered by this MOU \$75 per month toward the cost of cellular phone service for use of their personal cellular phone for work purposes.

ARTICLE 16. REIMBURSEMENT FOR LICENSES, CERTIFICATES, TUITION

A. Conditions.

Employees shall, upon proper application, be reimbursed for the cost of licenses or certificates required by Federal or State law, or by class specifications, to perform their duties. Reimbursement shall only apply to fees paid by the employee during the calendar year in which reimbursement is requested, with such

reimbursement to commence upon ratification. No reimbursement shall be paid for fees of less than \$5. Fees for California Driver's Licenses shall not be reimbursed under these provisions.

B. Maximum Reimbursement.

Upon proper application, the maximum reimbursement during a calendar year shall be \$600.

16.1. TUITION REIMBURSEMENT

The RTC will provide employees up to \$250 per fiscal year reimbursement towards tuition for job or career-related coursework. In order to receive such reimbursement, the employee must receive pre-approval from the Executive Director in writing and shall be reimbursed for the tuition following presentation of successful completion of the coursework with a passing grade.

16.2. EXTRA-HELP EMPLOYEES

Extra-help employees are not eligible for reimbursement under this Article.

ARTICLE 17. VEHICLE MILEAGE REIMBURSEMENT

- A. The RTC agrees to reimburse employees for authorized use of their private vehicles on RTC business at the Internal Revenue Service standard mileage rate applicable to the year the mileage is incurred, as confirmed by the Director of Budget and Finance.
- B. It is understood that payment of vehicle mileage reimbursement to an employee provides compensation for all direct and indirect costs associated with ownership, insurance (including deductible), maintenance, and operation of the employee's vehicle(s) on RTC business.
- C. Employees must be authorized to use their private automobile(s) on RTC business by the RTC Administrative Office. Each employee must provide proof of insurance coverage on the vehicle(s) to be driven on RTC business in an amount not less than:
 - 1. \$100,000 per accident bodily injury and \$50,000 per accident property damage;

OR

2. \$100,000 combined single limit for auto liability, including bodily injury and property damage.
- D. In the event that an employee who is required to use a private vehicle on RTC business should incur property damage in connection with a vehicle accident and the employee is unable to recover the costs of such property damage from either his/ her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the RTC in a sum not exceeding \$150, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage.

ARTICLE 18. INSURANCE BENEFITS

Timing of Payroll Deductions. The RTC may take monthly payroll deductions in any one pay period in a month for all insurances (including medical plans, dental plans, vision plans, short term and long-term disability plans, life insurance) for employees newly appointed to a position in the representation unit; employees leaving the representation unit; and employees in this representation unit who are beginning or returning from leaves of absence without pay. The RTC may take monthly payroll deductions in any one pay period in a month for all insurances on a regular basis for all employees in this representation unit, provided there is agreement with other employee organizations for such monthly payroll deductions in any one pay period.

Plan Documents Controlling. The following is a general description of the benefits available to eligible representation unit employees and retirees. This description is for informational purposes only and is not intended to create a benefit or right in excess of those that are provided in the insurance plan documents for medical, dental, vision, short term or long term disability and life insurance, which are controlling. Copies of plan documents are available through the ASO.

18.1. MEDICAL COVERAGE

- A. Employees in this representation unit may enroll in a PERS health plan in accordance with the provisions of the Public Employees' Medical & Hospital Care Program. Employees have the option of

enrolling their eligible dependents (including domestic partners) in this program.

- B. For coverage during the term of this agreement, the RTC shall contribute to PERS Public Employees' Medical & Hospital Care Program, or any other PERS approved RTC offered alternate medical plans, the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:
 - 1. For the duration of this agreement, the RTC will provide monthly benefit contributions for active employees:
 - A. Flexible Credit Contribution
 - 1. Employees only: 95% of the monthly premium for Blue Shield Access (EXT) HMO premium
 - 2. Employees + one dependent: 90% of the monthly premium for Blue Shield Access (EXT) HMO premium
 - 3. Employees + two or more dependents: 90% of the monthly premium for Blue Shield Access (EXT) HMO premium
- C. Employees in this representation unit hereby authorize the RTC to make a payroll deduction in the amount equivalent to the remainder of the premium required for Public Employees Medical & Hospital Plan or any other PERS-approved RTC offered alternate medical plan in which they are enrolled.
- D. Should PERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to the contributions required by PERS.
- E. Pre-Tax Dollar Program. The RTC will make available to members of this representation unit a voluntary program of pre-tax dollar contributions as provided in Internal Revenue Code Section 125.
- F. Survivor Coverage. Upon the death of an active employee who has dependents covered under a medical plan offered through the RTC, the RTC shall provide coverage under that plan five (5) months

following the death of the employee for the surviving eligible dependents.

18.2. DENTAL CARE

The RTC agrees to continue to pay the premiums for eligible employees and their dependents for dental coverage under a dental plan offered by the RTC during the term of this agreement.

The annual cap under the dental plan (non-capitation) shall be that provided by the terms of the plan.

18.3. SHORT TERM AND LONG-TERM DISABILITY

The RTC agrees to pay for eligible employees the premium and to maintain the short-term and long-term disability plans providing a short-term disability benefit of 60% of their weekly salary up to \$2,500 per week and a long term disability benefit of 60% of monthly salary up to \$5,000 per month. The RTC agrees to pay for any increase in the premiums for employee coverage for the term disability plan during the term of this agreement.

18.4. LIFE INSURANCE

The RTC agrees to maintain and pay the premium for a \$50,000 life insurance plan with AD&D for eligible employees during the term of this agreement.

18.5. VISION CARE

- A. The RTC agrees to pay the premium for the eligible employee and to maintain a vision plan during the term of this agreement. The RTC agrees to pay for any increase in the premium for employee coverage for vision care benefits during the term of this agreement. Eligible employees are responsible for premium payments for any elected dependent coverage.
- B. The vision plan will permit the one-time enrollment of a dependent at any time through age five (5). Any dependent who is enrolled under the vision plan must continue in such coverage for a

minimum of one year, unless the employee separates from RTC service prior to the end of that year.

- C. The maximum contact lens reimbursement rate is equal to that for frames and lenses.

18.6. PART-TIME EMPLOYEE BENEFITS

The RTC agrees to pay contributions for employees who occupy part-time budgeted positions (i.e., at least twenty (20) hours a week) in the same manner as is provided for regular full-time employees for medical, dental, vision, life, and short-term and long-term disability insurance benefits.

18.7. CONTINUATION OF INSURANCE COVERAGE DURING FMLA/CFRA LEAVE.

Family Care and Medical Leave Act ("FMLA ")/California Family Rights Act ("CFRA"). The Commission shall, as required by this MOU, make the same contributions for employee insurances for eligible employees on an approved FMLA/CFRA leave of absence without pay as if the employee were continuously working. The employee shall be responsible for payment in advance of his/her portion of premium contributions for insurances and for any PERS administrative fee during such leave of absence without pay. Failure by the employee to make required timely payments shall result in the employee and any dependents losing coverage under employee insurances. Should the period of leave of absence without pay extend beyond the duration of any approved FMLA/CFRA leave for which the employee is entitled, payments for continued employee insurance coverage shall be as specified below in Section 18.8.

18.8. CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY

As used herein (Article 18.8), payment "in advance" means on or before the last working day of the pay period in which the payment is due. If the last day of the pay period is a holiday, payment must be received by the RTC by 5:00 p.m. on the day preceding the holiday.

- A. Employees granted leave of absence without pay of one full pay period or longer must make arrangements for payment of insurance premiums in advance.

For continuance of medical (health) coverage through PERS, the employee must apply to PERS in advance of the leave of absence without pay. Forms for this purpose are provided.

The only exception to advance payment is in the case of an emergency beyond the control of the employee, in which case payment shall be made at the earliest possible time after the leave commences. This exception only applies to payment for life, long-term disability, vision and dental insurances.

- B. When an employee is on a leave of absence without pay for one full pay period or longer for any reason, and is not receiving benefits through the Long-Term Disability (LTD) Plan, coverage under employee insurances (e.g., medical, life, dental, vision, long-term disability) ceases for the employee and any dependents the beginning of the first full pay period of leave of absence without pay.

18.9. CONTINUATION OF EMPLOYEE INSURANCE COVERAGE WHILE ON PAID DISABILITY LEAVE

If an employee takes a disability leave of absence and has enough accrued leave hours to remain on paid leave, the Commission shall make the same contributions for employee insurances for eligible employees as if the employee was continuously working. The employee shall be responsible for payment in advance of his/her portion of premium contributions for insurances. Failure by the employee to make required payments in advance shall result in the employee and any dependents losing coverage under employee insurances.

18.10. LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENT

Employees shall be liable for payment for all services received under insurance plans by ineligible dependents and for any contributions made on the dependent's behalf by the RTC.

It is the responsibility of each employee to notify the RTC upon any enrolled dependent(s) becoming ineligible.

ARTICLE 19. VACATION

19.1. ELIGIBILITY

- A. Full-Time Employees. Each employee in a full-time position shall be entitled to accrue vacation hours from date of original appointment to a budgeted position.
- B. Part-Time Employees. Each employee in a part-time position shall be eligible to receive vacation upon accrual of vacation hours.
- C. Temporary Employees. Temporary employees shall not be eligible for vacation.
- D. Provisional Employees on Original Appointment. If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for purposes of eligibility for vacation.
- E. Employees Reappointed from Layoff. Employees who are laid off and then reappointed within a period of 24 months shall receive credit for hours of service accrued prior to layoff for purposes of determining eligibility for vacation leave.

19.2. VACATION ACCRUAL

- A. Each eligible full-time and part-time employee shall accumulate vacation hours as follows:

Completed Hours of Service	Vacation Hours Accrued
0-10,400 hours (Approximately 1-5 years of service)	0.0587 hours per hour of service (Approximately 15 ¹ / ₄ days of vacation per year)
10,401-20,800 hours (Approximately 6-10 years of service)	0.0779 hours per hour of service (Approximately 20 ¹ / ₄ days of vacation per year)
20,801-31,200 hours (Approximately 11-15 years of service)	0.0971 hours per hour of service (Approximately 25 ¹ / ₄ days of vacation per year).
31,201+ hours	0.1163 hours per hour of service

Completed Hours of Service	Vacation Hours Accrued
(Approximately 16 years or more of service)	(Approximately 30 ¹ / ₄ days of vacation per year)

B. Employees Reappointed from Layoff (Within 24 Months)

1. The original appointment date and hours of service completed during prior employment with the RTC by reappointed employees shall determine the vacation accrual rate during reappointment.
2. Employees in budgeted positions who were not eligible for vacation at the time of layoff shall, upon reappointment, be credited with hours of service accrued prior to layoff for purposes of determining the vacation accrual rate.
3. Payoff of unused vacation leave to employees at the time of layoff eliminates all earned vacation.

19.3. LIMITATIONS ON USE

A. Vacation Timing.

Vacation shall be taken at a time approved by the RTC Executive Director.

B. Maximum Accrual.

Vacation hours may only be accumulated to a limit of 2.5 times the number of vacation hours being earned. Once the maximum accrued but unused vacation hours is reached by an employee, that employee shall no longer accrue vacation hours until the accumulated vacation hours fall below the maximum either by the employee using vacation hours earned or by cashing out vacation hours in accordance with the provisions of this Article.

C. Increments.

Employees may take vacation time off in increments as small as 0.01 hours.

D. No Loss of Accrued Hours.

The RTC shall not cause an employee to lose earned vacation hours.

E. No Duplication with Worker's Compensation.

Accrued but unused vacation hours may be utilized to supplement Workers' Compensation benefits in order to provide a compensation level equal to the employee's normal pay.

19.4. VACATION PAYOFF UPON ELECTION

A. Eligibility.

Full-Time Employees who have over eighty (80) hours of accrued but unused vacation hours may request a cash payment for up to one hundred twenty (120) hours per fiscal year of unused, accrued vacation hours, so long as a minimum balance of eighty (80) vacation hours is maintained.

B. Conditions.

Any employee who intends to cash out accrued but unused vacation hours must irrevocably elect to do so, using a provided form, by no later than December 1 of the year prior (e.g., if employee wants to cash out twenty (20) hours in June 2020, the employee must make the election by December 1, 2019).

19.5. VACATION PAYOFF UPON SEPARATION

Full-time and part-time employees who are eligible for vacation shall be paid the monetary value of any accrued but unused vacation at the time they separate from the RTC. Payoff of unused vacation upon separation eliminates all earned vacation accrued to the employee.

ARTICLE 20. HOLIDAYS

A. Holidays Specified.

The following are Holidays for eligible RAMM Representative Unit employees:

1. January 1—"New Year's Day"
2. Third Monday in January—"Martin Luther King Jr. Day"
3. Third Monday in February—"Presidents' Day"
4. March 31—"Cesar Chavez Day"

5. Last Monday in May—"Memorial Day"
6. June 19—"Juneteenth"
7. July 4—"Independence Day"
8. First Monday in September—"Labor Day"
9. November 11—"Veterans Day"
10. Thursday in November appointed as "Thanksgiving Day"
11. Friday in November after "Thanksgiving Day"
12. Half Day on December 24—"Christmas Eve"
13. December 25—"Christmas"
14. One Floating Holiday

If January 1, March 31, June 19, July 4, or November 11 fall upon a Sunday, the Monday following is a RTC holiday; if any of said dates fall upon a Saturday, the preceding Friday is a RTC holiday.

If December 25 falls on a Saturday, the preceding Friday is a RTC holiday, and the December 24 half-day holiday will be on the preceding Thursday. Should December 25 fall on a Sunday or Monday, the Monday is a RTC holiday, and the December 24 half-day holiday will be observed the preceding Friday.

Floating Holiday: All employees shall be credited with one Floating Holiday each January 1st to be used on any date on or before November 30th of the same calendar year. Floating holidays may not be accumulated from year to year. The scheduling of floating holidays is pursuant to the same rules applicable for approval of annual leave.

Statewide and local election days shall be regular RTC workdays.

B. General Provisions.

1. Compensation.

- a. Full-time Employee. When a holiday falls on an employee's regular workday, the employee shall be paid at the regular hourly salary rate for his/her normal schedule of hours of work.

b. Part-time Employee.

Employees working in regular budgeted part-time position that requires between twenty and thirty-nine (20 and 39) hours of work per week shall receive holiday compensation for hours proportionate to those budgeted for the part-time employee's position when a holiday falls on his/her regular workday (e.g., an employee working a twenty (20)-hour-a-week position would receive four (4) hours of holiday compensation for a holiday occurring during the work week).

2. Abnormal Work Schedule.

Employees whose weekly work schedule is different from a normal work schedule shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays.

3. Qualifications for Pay.

In order to qualify for holiday compensation, the employee is required to work or be in a paid status (e.g., sick leave, vacation) on his/her last scheduled workday prior to the holiday and his/her first scheduled workday following the holiday.

4. During Unpaid Leave.

A holiday falling within a period of unpaid leave shall not constitute a day of paid leave.

ARTICLE 21. SICK LEAVE

21.1. ELIGIBILITY

A. Initial Credit

Upon employment with the RTC, all RAMM employees shall be eligible to receive an advance of the equivalent of three days of paid sick leave. Any advances will be offset against the regular rate of accrual on a per pay period basis until such time as the advance is offset in full. New employees shall not be allowed to use more than three days of paid sick leave until they have accrued sufficient leave to offset the initial credit, and thereafter shall only be entitled to take paid leave as it is accrued and earned.

B. Full-time Employees.

Each employee in a full-time position shall be entitled to receive sick leave upon accrual on a per pay period basis.

C. Part-time Employees.

Each employee in a part-time position shall be eligible to receive sick leave upon accrual on a per pay period basis.

D. Temporary Employees.

Temporary employees who work less than thirty (30) days shall not earn sick leave. Temporary employees are those who are hired directly by the RTC specifically for a limited purpose and/or time period. "Contract employees" are those employees with whom RTC contracts through outside employment agencies for work with RTC in temporary positions. Contract employees are not members of the RAMM representation unit and do not earn RTC sick leave accrual.

E. Provisional Employees on Original Appointment.

If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for purposes of earning sick leave credit.

F. Employees Reappointed from Layoff.

Employees who are laid off and reappointed within a period of 24 months of layoff shall receive credit for hours of service accumulated prior to layoff for purposes of determining eligibility for sick leave.

21.2. SICK LEAVE ACCRUAL

A. Employees Reappointed from Layoff (within 24 months)

1. Employees who were not eligible for sick leave conversion at the time of layoff shall, upon reappointment, be credited with all unused sick leave accrued at the time of layoff.
2. Conversion of unused sick leave at time of layoff eliminates all earned sick leave accrued by employees.

B. Other Eligible Employees.

1. Eligible full-time employees shall be credited with 24 hours of sick leave upon completion of 1040 hours of service.
2. Eligible part-time employees shall be credited with sick leave on a prorated basis proportionate to the authorized hours of their position, upon completion of the required hours of service under subsection A 2 of this section.
3. Thereafter, each eligible part-time and full-time employee shall accumulate .0231 hours of sick leave for each subsequent completed hour of service (approximately 6 days per year of service).

21.3. PERMISSIBLE USES

Sick leave can only be used for the following purposes:

- A. For the employee's own bona fide diagnosis, care, or treatment of an existing health condition or preventative care.
- B. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), regardless of age or dependency status.
 2. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child).
 3. Spouse or Registered Domestic Partner
 4. Grandparent
 5. Grandchild
 6. Sibling.

To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking, with appropriate certification of the need for such services:

21.4. LIMITATIONS ON USE

- A. The RTC Executive Director may require evidence in the form of a physician's certificate of the adequacy of the reason for an absence. Sick leave is not allowed when the illness or injury is sustained on a leave of absence.
- B. Accrued sick leave must be used during an absence from work for an occupational injury in RTC service.
- C. An employee may use all sick leave accrued prior to going on a leave of absence without pay for illness, injury, or incapacity to work.

21.5. MAXIMUM ACCRUAL

Unused sick leave may only accrue until it has reached a total of 1440 hours. Once an employee reaches this maximum, no further sick leave hours will accrue until the accrued but unused amount falls below the maximum.

21.6. CONVERSION OF UNUSED SICK LEAVE UPON SEPARATION

Employees appointed to budgeted positions shall be eligible for conversion of unused sick leave upon separation as specified immediately below.

- A. Any employee in a full-time position who separates from RTC employment upon a resignation in good standing, by layoff, retirement, death, or, for an at-will employee, termination without cause, and who has completed:

1-10,400 hours of service prior to such separation shall thereupon be paid 10% of the monetary value of any unused sick leave then to the credit of such employee to a maximum of 450 hours.

10,401-20,800 hours of service prior to such separation shall thereupon be paid 50% of the monetary value of any unused sick leave then to the credit of such employee to a maximum of 450 hours.

20,801 or more hours of service prior to such separation, other than retirement, shall thereupon be paid 75% of the monetary value of any unused sick leave then to the credit of such employee to a maximum of 450 hours.

- B. Any employee in a full-time position who retires from RTC employment with 20,800 or more hours of service prior to such retirement shall thereupon be paid 100% of the sick leave balance up to a maximum of 600 hours. An at-will employee that is separated from employment without cause shall be eligible for this benefit if the employee simultaneously retires at the time the employee is separated from their at-will employment.
- C. Any employee in a part-time position shall be eligible for conversion of sick leave as set forth in subsection 21.6 A. & B. of this Article, provided, however, that the hours of service required of part-time employees shall be computed on a prorated basis proportionate to the number of authorized hours for the employee's position.

21.7. COMPUTATION

The monetary value of the unused sick leave shall be computed using the employee's base hourly rate of compensation at the time of separation from employment.

21.8. UNUSED SICK LEAVE

All unused sick leave is eliminated upon separation of an employee.

ARTICLE 22. ADMINISTRATIVE LEAVE

22.1. ELIGIBILITY

22.2. INITIAL CREDIT UPON APPOINTMENT

A. Initial Credit.

1. Full-time RAMM Employees. Eligible employees in full-time positions shall be advanced an initial credit of forty (40) hours of administrative leave at the time of appointment to a management position.
2. Part-time RAMM Employees. Eligible employees in part-time positions shall be advanced an initial credit of administrative leave equal to the number of authorized weekly hours of their position at the time of appointment to management position.
3. Initial Credit Earnings and Limitations. The initial credit of forty (40) hours advanced to eligible employees is earned at the rate of 0.0192 hours for each hour of service following appointment to a management position. Initial credit for administrative leave is earned by the employee only during their first year of

employment in a management position or during their first year of employment upon reappointment to a management position

provided that a 24-month period has elapsed since their previous employment as a RTC Management employee.

- B. Should an employee's scheduled hours change during the first year of employment in, or reappointment to, a management position, no change shall be made in the initial credit received by the employee.
- C. Should the employee not work sufficient hours during the first year of employment to earn credit for the initial hours advanced, the unearned advanced administrative leave shall be deducted from continuing administrative leave or vacation hours to the employee's credit.

22.3. CONTINUING ADMINISTRATIVE LEAVE

In addition to the initial credit of administrative leave provided in paragraphs A and B of subsection 22.2 of this Article, each eligible employee shall earn 0.0385 hours of administrative leave for each hour of service (approximately eighty (80) hours per year for full-time employees) in a part-time or full-time position designated as Management.

22.4. PERMISSIBLE USES

- A. Employees may elect to utilize any administrative leave credited or accrued for paid leave or may receive cash payment for such administrative leave at their regular hourly salary rate. Usage of administrative leave for paid leave shall be subject to the same limitations as the use of vacation leave, except that no minimum period of employment shall be required at any time before administrative leave may be utilized.
- B. Employees requesting a cash payment for all or a portion of the unused administrative leave to their credit, must irrevocably elect to do so, using a provided form, by no later than December 1 of the year.

22.5. MAXIMUM ACCRUAL

No employee shall be permitted to accrue more than 120 hours of administrative leave to his or her credit. Any employee with the maximum hours accrued forfeits any additional hours until his/her credit falls below the maximum.

22.6. SEPARATION FROM A MANAGEMENT POSITION

- A. Employees who separate from a Management position shall be paid off for any administrative leave to their credit, except as noted below.
- B. Use of Initial Credit Before Earned. Employees who, for any reason, separate from a management position prior to earning in full the initial credit of administrative leave shall have any administrative leave or vacation leave hours to their credit thereupon reduced to the extent the initial credit has been used but not yet earned. In the event the employees do not have sufficient administrative leave or vacation leave hours to their credit to permit the deduction of unearned advanced administrative leave, the monetary value of the unearned advanced administrative leave shall be offset against the separation pay of the employee or otherwise be a charge against the employee.

ARTICLE 23. OTHER LEAVES WITH PAY

23.1. REQUIRED COURT LEAVE

A. Regular Employees

- 1. All employees, except temporaries, shall be granted leave with pay from their work for such time as they may be required to serve in a court of law:
 - a. as jurors; or
 - b. as witnesses on behalf of the RTC, unless such service is part of the employee's work assignment; or
 - c. as witnesses, as required by subpoena based on their occupational expertise as employees of the RTC, unless such service is part of the employee's work assignment.
- 2. Accumulation of credits for other paid leave shall continue in the same manner as would have been the case had the employees actually been at work in their RTC positions during the period of required court attendance.
- 3. Any regular employee scheduled for required court attendance on a day off shall have the time served credited as hours worked towards their scheduled work period.

B. Temporary Employees.

Extra-help employees scheduled to work on a day when required to serve as jurors in a court of law shall be granted leave with pay for jury duty only.

C. Salary While on Jury Duty.

No deductions shall be made from the salary of employees while on jury duty if they have waived or remitted to the RTC the fee for jury duty. If they have not so waived or remitted the jury fee, they shall be paid only for the time actually worked in the RTC positions.

23.2. BEREAVEMENT LEAVE

Employees in this representation unit shall be granted bereavement leave with pay by the RTC Executive Director in the case of the death of a spouse or the certified domestic partner, a parent of the employee/or the employee's spouse/domestic partner, a step-parent of the employee or the employee's spouse/domestic partner, a grandparent of the employee, a sister or brother of the employee or the employee's spouse or domestic partner, the children, grandchildren, step-children or adopted children of the employee or of the employee's spouse/domestic partner.

Such leave shall be limited to three (3) days per occurrence within California or five (5) days per occurrence for death occurring outside of California. The hours of bereavement leave for part-time employees shall be proportionate to the number of authorized hours of the employee's position.

ARTICLE 24. NATURAL DISASTER

In the event of a natural disaster or equivalent event for which the RTC Board or Executive Director deems it necessary to temporarily close an affected RTC facility, the RTC Executive Director shall authorize pay for time not worked by employees subject to the limitations of this Article. Employees ordered to leave work or ordered not to report to work, shall receive "other leave with pay" as follows:

First Eight (8) Scheduled Hours—one hour for each scheduled work hour missed

Second Eight (8) Scheduled Hours— $\frac{1}{2}$ -hour for each scheduled work hour missed, which may be supplemented by accrued vacation, administrative leave, or compensatory time.

Third Eight (8) Scheduled Hours^{1/2}-hour for each scheduled work hour missed, which may be supplemented by accrued vacation, administrative leave, or compensatory time.

Additional Scheduled Hours—No compensation, except employee may use accrued vacation, administrative leave, or compensatory time.

ARTICLE 25. LEAVE OF ABSENCE WITHOUT PAY

25.1. GENERAL PROVISIONS

The granting of any leave of absence without pay shall be based on the presumption that the employee intends to return to work upon the expiration of the leave and with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment. No leave of absence shall be granted when an employee has indicated that he/she intends to terminate or is terminating from regular RTC service.

25.2. LEAVE OF ABSENCE WITHOUT PAY

An employee who has permanent status in their present class may be granted a leave of absence without pay by the Executive Director following a written request. Reasons for granting a leave of absence without pay include but are not limited to: educational advancement or training of the employee, extended illness or disability beyond the period covered by State or Federal leave laws, or the personal affairs of the employee. Unpaid leave may not be used for vacation purposes unless expressly authorized by the Executive Director or designee. The approval of a leave of absence without pay that is not legally mandated is discretionary.

The maximum period of leave of absence without pay is one (1) year.

25.3. RIGHT OF RETURN

The granting of a leave of absence pursuant to this Article to an employee who has permanent status in her/his present class guarantees the right of her/his return to a position in the same class at expiration of the leave, or an earlier date mutually agreed upon by the RTC and the employee.

25.4. EFFECT OF LEAVE OF ABSENCE WITHOUT PAY ON SERVICE HOURS

Leaves of absence without pay shall be deducted from hours served for purposes of step advancement, probationary period, and RTC service, except as may be required by Federal or State law.

25.5. LIMITATION ON USE

- A. Employees must use all accumulated paid time off prior to the effective date of any unpaid leave of absence.
- B. Employees must use all earned sick leave prior to the effective date of any unpaid leave of absence for illness.
- C. The RTC may establish conditions pertaining to the period of leave of absence without pay and requirements for return from such leave which must be mutually agreed upon before the leave is approved.
- D. Specific beginning and ending dates must be identified for any leave without pay.
- E. Paid leave hours shall not accrue during any unpaid leave of absence.

25.6. FAILURE TO RETURN

Any employee who fails to return upon the expiration of any leave of absence without pay shall be regarded as having automatically resigned.

25.7. CONTINUATION OF INSURANCE BENEFITS DURING LEAVE WITHOUT PAY

To assure continuation of insurance benefits, employees must work with the RTC to make sure timely payments are received. (See also Article 18).

25.8. FAMILY CARE AND MEDICAL LEAVE ACT AND CALIFORNIA FAMILY RIGHTS ACT

- A. The Federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) give eligible employees rights concerning certain leaves of absence for up to twelve (12) weeks per 12-month period.
- B. Employees are eligible under FMLA/CFRA if they have worked for the Commission for at least one year and have worked at least

1250 hours during the 12-month period immediately preceding the commencement of the leave.

- C. FMLA/CFRA leave must be granted to eligible employees for any of the following reasons:
1. To care for the employee's child after birth, or placement for adoption or foster care;
 2. To care for the employee's spouse, son or daughter or parent, who has a serious health condition;
 3. For a serious health condition that makes the employee unable to perform the employee's job;
 4. FMLA only: For any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to cover active-duty status.)
 5. FMLA only: To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member. Employees entitled to leave for this reason may take up to 26 work weeks of leave during a single 12-month period.
- D. All accrued compensatory time off must be used prior to any leave of absence without pay or an employee may elect to use accrued vacation or administrative leave in lieu of leave of absence without pay for the period of FMLA/CFRA leave.
- E. The employee must provide advance leave notice and medical certification. The leave may be denied if notice requirements are not met. The employee must ordinarily provide thirty (30) days advance notice when the leave is foreseeable. Medical certification is required to support a request for leave because of a serious medical condition and may require a second opinion at the Commission's expense. A fitness-for-duty certification to return to work is required for leaves of four (4) weeks or more and may be required for leaves of less than four (4) weeks.
- F. For the duration of the FMLA/CFRA leave, the Commission must maintain the employee's insurance coverage under group health plans and make the same contributions as if the employee was continuously employed (i.e. in paid status) for the duration of the

leave, notwithstanding the provisions of Article 18.8. (For other non-FMLA/CFRA leaves of absence without pay, the provisions of Article 10.8 with respect to employee and Commission contributions during a leave of absence without pay will apply.) Upon timely return from FMLA/CFRA leave, employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA/CFRA leave cannot result in the loss of any employment benefit that accrued prior to the start of the FMLA/CFRA leave. The provisions of FMLA/CFRA do not limit the employee's right to request, and the Commission's right to approve or deny, other (non-FMLA/CFRA) paid or unpaid leave.

25.9. ABSENCE WITHOUT LEAVE

An employee absent from duty for a period which exceeds three working days without authorized leave shall be considered to have abandoned his or her position and to have automatically resigned.

Such resignation shall be rescinded by the RTC if the employee can show to the satisfaction of the RTC that it was impossible to contact the RTC, provided the employee contacts the RTC at the first opportunity.

The employee may appeal the RTC determination pursuant to the disciplinary appeal procedures in the RTC HR Policies. The appeal is solely limited to the questions of whether it was impossible for the employee to contact the RTC, and whether the employee did contact the RTC at the first opportunity.

ARTICLE 26. RETIREMENT

26.1. RETIREMENT CONTRIBUTIONS

- A. The RTC's contract with PERS provides the 2% at age 55 Miscellaneous Retirement Plan and the 2% at 62 Miscellaneous Retirement Plan. Plan participation depends upon the employee's classification as a "Classic" or a "New" member under the Public Employees Pension Reform Act of 2013 ("PEPRA"). For Classic members in the 2% at 55 plan, the Commission shall continue to pay the employer contributions designated by CalPERS and employees shall pay 7% of eligible compensation as an employee contribution to the plan. For New members in the 2% at 62 plan, the Commission and the employees shall each pay the contributions

designated by CalPERS in the applicable actuarial valuation report, with the employee contribution set at 50% of "normal cost."

- B. Miscellaneous Members in this unit participate in the IRC Section 414(h)(2), which requires employees to pay the employee PERS contribution.
- C. Implementation of IRC Section 414(h)(2). Pursuant to Section 414(h)(2), the RTC will designate the amount that the employee is required to pay for PERS retirement benefits, in accordance with Sub-section A and B of this Section (27.1) immediately above, as being "picked-up" by the RTC and treated as employer contributions for tax purposes only. By having the RTC use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional costs to the RTC. The parties agree that, in the event that the law changes such that costs are imposed on the RTC for exercising the employer pick-up option under IRC Section 414(h)(2), the RTC shall immediately cease designating the employee contribution as being "picked-up" by the RTC and such PERS contributions shall revert to being made on a post-tax basis.

26.2. RETIRED EMPLOYEES

- A. Employees in this representation unit who retire through PERS may enroll in a PERS medical plan or any RTC offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care Program and PERS regulations.
 - 1. For calendar year 2022, the RTC will provide the following monthly medical contributions for retirees, not to exceed the actual cost of the plan selected:
 - \$1,060.21 Retiree only
 - \$1,1457.00 Retiree + one dependent
 - \$1,613.00 Retiree + two or more dependents
 - 2. For remainder of this contract: per Government Code section 22892, or as the law requires at the time applicable, RTC's contribution for each retiree shall increase annually to equal an amount not less than the number of years that the contracting agency has been subject to Section 22892 multiplied by five

percent (5%) of the current monthly employer contribution for employees, until such time that the employer contribution for annuitants equals the employer contribution paid for employees. No annual adjustment to the monthly contribution for retirees shall exceed \$100 per retiree per month or the actual cost of the benchmark health insurance plan.

- B. Nothing in this agreement guarantees retirees, their dependents or their survivors continued health coverage upon or after the expiration of this Memorandum of Understanding. The RTC reserves the right to make modifications to retiree health coverage, including, but not limited to, termination of coverage and the formula set forth above in Article 27.2(A)(2), upon or after the termination of this amendment or the underlying Memorandum of Understanding.

26.3 NO COST PERS RETIREMENT OPTIONS

The RAMM Representative Unit authorizes the RTC to implement any PERS amendments which enhance service credits for employees that have no actuarial costs.

26.4 SOCIAL SECURITY

Social Security Options

- A. A divisional election will be held to determine employee participation in Social Security. An individual's vote cast in the election, either to join Social Security or to opt out, are binding and irrevocable per Social Security law.
- B. Social Security participation for those opting into Social Security shall begin on a date to be determined by all RTC employees. Should the effective date be other than November 4, 2006, the RTC shall refund to employees the employee share, plus any interest accrued, for the period November 4, 2006, to the effective date of Social Security participation. For the same period the employer share, plus any accrued interest, shall be paid into the RTC deferred compensation plan on behalf of employee.
- C. For those employees who opt out of Social Security, the employee paid share held in trust, plus any interest accrued, shall be returned to the employee at the same time as the payment is made to Social Security for those opting into Social Security. The employer share held in trust, plus any interest accrued, shall be deposited into the

RTC deferred compensation plan on behalf of the employees employed during the period of time the funds were deposited.

- D. For those employees opting out, an amount equivalent to the employer's share of Social Security shall be paid on behalf of the employee into the RTC deferred compensation plan, until the employee terminates employment with the RTC, or in the event opt out is prohibited by Social Security law.
- E. Delayed deposit of the employer's share amount held in trust may be required for any employee who has previously made the maximum contribution to deferred compensation for the tax year.

ARTICLE 27. LAYOFF PROVISIONS

27.1. LAYOFF DEFINED

A "layoff" for purposes of this Article is the involuntary separation of an employee because of lack of work, lack of funds, reorganization, in the interest of economy or other reasons determined by the Board of the RTC to be in the best interest of RTC government.

27.2. PURPOSE OF LAYOFF PROVISION

The purpose of this Article is to provide a prompt and orderly process for reduction in the RTC workforce when determined to be necessary by the Board of the RTC.

27.3. DECISION PROCESS

The Board of the RTC shall determine where the reduction is to be made and the number and classes of positions to be eliminated.

27.4. SCOPE OF APPLICATION

Layoff provisions shall apply only to the classes designated for layoff or affected by displacement.

The RTC shall provide affected employees with two (2) weeks written notice of layoff and/or displacement. Layoff provisions shall not apply to a temporary layoff declared under the authority of the Board of Supervisors of less than four (4) cumulative weeks per fiscal year.

27.5. ORDER OF LAYOFF

Whenever it is necessary to layoff one or more employees, the RTC will prepare a list of the order of layoff in accordance with the following:

- A. A call for volunteers, in order of seniority (to be considered a layoff). Such employees may not displace (bump) to another class.
- B. Temporary employees performing work within the affected class(es) shall be laid off first.
- C. Provisional employees in the affected class(es) shall be laid off next.
- D. Probationary employees working in the affected class(es) shall be laid off next.
- E. Permanent employees working in the affected class(es) who have received a substandard evaluation on their last two scheduled performance evaluations shall be laid off next in reverse order of seniority.
- F. Permanent employees with a standard evaluation or better on at least one of their last two scheduled performance evaluations working in the affected class(es) shall be laid off last in reverse order of seniority as defined below in Section 28.7.

Notwithstanding the above, the RTC may make an exception to retain an employee who possesses essential skills, provided, however, that the RAMM Representative Unit and the RTC agree to meet and confer at the earliest opportunity concerning such an exception and to conclude the meet and confer process within ten (10) days unless both parties agree to an extension.

27.6. DISPLACEMENT (BUMPING) IN LIEU OF LAYOFF

Displacement is the movement in a layoff of an employee to an equal or lower class on the basis of seniority. (An employee cannot displace to a higher class.)

If an employee who is to be laid off had permanent status in an equal or lower class in which layoff occurs, such employee shall be offered a vacant position in the equal or lower class or he/she may displace an employee having less seniority as defined in Section 28.7 below. Any employee thus displaced may in the same manner displace another employee. Should an employee have the right to displace in more than one class, he/she shall

displace first in the highest class in which he/she has rights. Should an employee have the right to displace two or more equal, lower classes, he/she shall displace first the most recently occupied equal class.

27.7. SENIORITY FOR PURPOSES OF LAYOFF AND DISPLACEMENT

Seniority rights for purposes of layoff and displacement and involuntary reduction in authorized hours shall be available only to RTC employees who have attained permanent status.

Seniority credits for purposes of layoff, displacement and involuntary reduction in authorized hours shall be determined by crediting one seniority point for each full 80 hours of authorized service in a class while in continuous County of Santa Cruz or RTC service.

- A. Authorized hours of service are the number of hours formally established for a position. Hours worked in excess of the number of hours authorized, whether overtime or otherwise, shall not be included in determination of seniority credit.
- B. Continuous RTC Service is service with either the County of Santa Cruz or the RTC which is uninterrupted by termination and provided that those hours of a leave of absence without pay which exceed 152 consecutive hours shall be deducted from the authorized hours of service total for purposes of determining seniority credit.

For purposes of seniority only, an employee who is laid off and reappointed to a regular position within two years of layoff shall not be considered to have terminated. However, no seniority credit shall accrue for such an employee during the period of layoff.

For purposes of layoff, displacement, and involuntary reduction in authorized hours, seniority credit shall accrue for classes in which permanent status has been obtained. Seniority credit for prior service in higher or equal levels in which permanent status was obtained shall be applied to a current class in which permanent status has been obtained.

Permanent service in two classes at the same level shall be combined and accrue to the most recent class for seniority credit.

Seniority in the current class shall be added to seniority in the next lower class in which permanent status has been obtained for purposes of displacement.

Determination of the relationship between existing classes with respect to higher, equal or lower status shall be based upon the current relationship of the fifth step salary for the classes.

If an employee has achieved permanent status in a class which has been abolished, seniority credit will be applied to an equal or the nearest lower-level class, if any, in which the employee has achieved permanent status based on the salary relationship in existence at the time the class was abolished.

Probationary and provisional service in a class will not be credited for seniority in the class unless permanent status is achieved in the class without a break in service. If permanent status is not achieved, probationary and provisional service and "work in a higher class" shall be counted for seniority credit in the next lower class in which the employee has achieved permanent status in continuous service.

Employees who have been promoted from a lower class to a higher class through a reclassification action shall have one-half of their seniority credits in the lower class applied to the higher class upon completion of probation in the higher class.

27.8. OPPORTUNITY FOR EMPLOYEE REVIEW

To the extent possible, employees should not lose their seniority credit under this Article because classes have been revised, established, abolished or re-titled.

All employees shall be provided an opportunity to review the record of service for which they have been given seniority credit. Such records of service shall be made available to the employee within ten (10) working days of making a request, but no more than once per year. Employees shall be provided an opportunity to submit information supporting a differing conclusion. Determination of credit for prior service for revised, established, abolished or re-titled classes may be appealed to the Executive Director, whose findings shall be final and not subject to further review.

27.9. RETENTION OF REEMPLOYMENT LIST STATUS

- A. Laid off employees having permanent status at the time of layoff, or permanent employees who displaced to a lower class on the basis of prior permanent status in the lower class, or permanent employees who have had the authorized hours of their positions involuntarily reduced, shall be certified to openings from lists

established for each class in which they have reemployment rights. Such employees shall be placed on the Reemployment List in order of seniority.

- B. Reemployment Lists. If an opening occurs, those on the reemployment list will be certified to positions in the class from which they were separated on a one-to-one basis in order of seniority.
- C. Retention of Reemployment List Status. A laid-off employee shall remain on the Reemployment Lists for the class until either of the following occurs:

- (1) He/she refuses one offer of an interview or one offer of reemployment in the class from which he/she was laid off or displaced;

OR

- (2) 24 months have elapsed from the date of layoff or displacement.

A laid-off employee's name may also be removed from reemployment lists on evidence that the person cannot be located by postal authorities. The name of a person on a reemployment list who fails to reply within ten (10) working days to a written certification notice shall be removed from the reemployment lists for the class. Such persons names may be restored to the list upon their written request.

27.10. PREFERENTIAL CONSIDERATION

The RTC will attempt to assist probationary and permanent employees subject to layoff as a result of the application of these provisions.

Employees whose names remain on a reemployment list may compete in promotional examinations.

27.11. EMPLOYEES APPOINTED TO LIMITED-TERM POSITIONS

An employee appointed to positions designated as limited-term shall be laid off at the expiration of that limited-term position without regard to any of the other provisions of this Article (28).

27.12. OTHER MEANS OF ATTAINING PERMANENT STATUS FOR PURPOSES OF SENIORITY

For purposes of layoff only, an employee with hours-of-service equivalent to at least six months continuous probationary service in a class may be considered to have attained permanent status in that class provided all the criteria specified below are met:

- A. The employee has completed hours of service equivalent to at least six months continuous probationary service in a higher class in the same class series;
- B. The appointment to the higher class in the class series, as described in A, above, immediately followed the probationary service in the lower class;
- C. Each performance evaluation received in both classes had an overall rating of satisfactory or better;
- D. The employee submits a written request specifying the class in which he/she wishes to have permanent status applied for purposes of layoff, and the RTC concurs with C, above; and,
- E. Sufficient hours of service were attained in probationary status, service in the two classes was continuous and uninterrupted, and the two classes are in the same class series.

ARTICLE 28. GRIEVANCE PROCEDURE

The RTC and RAMM Representative Unit recognize that early settlement of grievances is essential to sound employee-management relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, or the RAMM Representative Unit. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination, or reprisal. Pursuant to this Memorandum of Understanding and the RTC's Human Resource Policies and Procedures, this grievance procedure is established to maintain a reasonable and uniform process for dealing with disputes.

A. Definition.

1. A grievance may only be filed if it relates to:

- A. A management interpretation or application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment; or

- B. A management interpretation or application of the RTC Human Resource Policies or Procedures Manual, which adversely affects the employee's wages, hours, or conditions of employment.
2. Specifically excluded from the grievance procedure are:
- A. Subjects involving amendment or change of a RTC resolution, ordinance, or minute order;
 - B. Dismissals, separation from employment including at-will separations, suspension, or reduction in rank or classification;
 - C. Probationary dismissals upon original appointment;
 - D. Content of performance evaluations;
 - E. Leaves of Absence, Article 25;
 - F. Complaints regarding Equal Employment Opportunity and the Americans with Disabilities Act or applicable RTC, State, or Federal laws and/or procedures for such complaints;
 - G. Complaints regarding Worker's Compensation or procedures for such complaints; and
 - H. Complaints regarding occupational health and safety or procedures for such complaints. (Failure by the RTC to follow the process specified in Article 5 is grievable.)

B. Presentation.

Employees shall have the right to present their own grievance or to do so through a representative of their choice. Grievances may also be presented by a group of employees or by the RAMM Representative Unit. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of understanding, minute order or resolution of the RTC or Federal or State law. RAMM Representative Unit grievances shall comply with the following provisions and procedures.

C. General Provisions.

1. Failure of the employee to file a grievance or an appeal within the required time limits at any step shall constitute an abandonment of the grievance. Failure of the RTC to respond within the time limit of any step shall result in an automatic advancement of the grievance to the next step.

2. Time limits specified in the processing of grievances may be waived by mutual agreement in writing.
3. In no event shall any grievance include a claim for monetary relief for more than a sixty (60) day period prior to filing of the grievance.
4. Grievances may, by mutual agreement, be referred back for further consideration or discussion to a prior step or advance to a higher step of the grievance procedure.
5. No hearing officer shall entertain, or make findings of fact, or recommend on any dispute unless such dispute involves a position in a unit represented by the RAMM Representative Unit and unless such dispute falls within the definition of a grievance as set forth in this Article.

D. Procedure.

1. Informal Grievance.

Any employee who believes that he or she has a grievance may discuss his/her complaint with the Executive Director in an attempt to resolve the matter before it becomes the basis for a formal grievance.

2. Formal Grievance.

A. STEP 1: Within twenty (20) calendar days of occurrence or discovery of an alleged grievance, the grievance may be presented to the RTC Executive Director. The grievance shall contain the following information:

- (1.) The name of the grievant;
- (2.) The specific nature of the grievance;
- (3.) The date, time and place of occurrence or discovery;
- (4.) Specific provision(s) of the Memorandum of Understanding RTC Human Resources Policy or Procedures alleged to have been violated;
- (5.) The corrective action desired; and

- (6.) The name of any person or representative chosen by the employee to enter the grievance.

The employee shall be allowed reasonable time to meet with a designated steward. A reasonable amount of time will be granted the employee and steward to handle the initial investigation and processing of the grievance. The steward may discuss the problem with employees immediately concerned and attempt to achieve settlement of the matter.

The Executive Director shall provide a written decision within twenty (20) days of receipt of the grievance.

- B. STEP 2: Hearing Officer (Arbitrator) – The hearing officer’s compensation and expenses shall be borne equally by the grievant(s) and the RTC. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any. The hearing officer shall be selected by mutual agreement between the parties. If the parties are unable to agree upon a hearing officer, the parties shall jointly request the State Conciliation and Mediation Service to submit a list of seven (7) qualified hearing officers. The parties shall then alternately strike names from the list until one name remains, and that person shall serve as the hearing officer. The party having the first choice to strike a name from the list shall be determined by lot.

- (1.) Procedures for choosing a hearing officer shall begin within thirty (30) calendar days of receipt of the appeal of Step 1. Prior to the selection of the hearing officer, the parties will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the hearing officer.

- (2.) Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the RTC and the grievant may submit briefs to the hearing officer in lieu of a hearing.

- (3.) At the conclusion of the hearing, both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, then the hearing officer shall proceed to attempt to settle the particular grievance by the use of mediation. If through mediation the parties can reach a mutually acceptable disposition, then that disposition shall become the decision of the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer. If the mediation process does not result in an acceptable resolution to both parties within one additional day of the conclusion of the hearing, the case shall be determined solely by the hearing officer. If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the hearing officer.
- (4.) Except when briefs are submitted as specified in the proceeding, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within fifteen (15) calendar days of the conclusion of the hearing.
- (5.) The hearing officer shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. Nor shall the hearing officer have any authority to add to, detract from, alter, amend or modify any resolution, ordinance or minute order of the RTC, Federal or State law, or written rule.
- (6.) The decision of the hearing officer shall be final and binding upon the parties.

ARTICLE 29. WORK IN HIGHER CLASS

In the event of an absence of an employee in a budgeted position in this unit that is a result of sick leave, administrative leave, vacation, compensatory time off or a vacancy for any reason, a regular employee in this representation unit may be temporarily assigned by the Executive Director to perform the full range of duties of the position of the absent employee.

The following conditions must be met for the employee to receive pay for work in the higher class: (1) the employee must meet the employment standards for the higher class; and (2) appointments shall be for absences of at least forty (40) continuous hours.

No time served in a "Work in a Higher Class" appointment shall contribute towards acquiring probationary or permanent status in the higher class.

No such temporary assignment shall continue for longer than forty-five (45) days except that one additional temporary appointment for a maximum of forty-five (45) days may be authorized by the Executive Director provided that valid reasons exist to justify the extension. In no instance shall an employee exceed a total of 960 hours in out-of-class appointment for any fiscal year when prohibited by law.

ARTICLE 30. AT-WILL DESIGNATION AND SEVERANCE

The classifications of Director of Planning, Programming, and Transportation Services, Director of Capital Projects, and Director of Internal Services are at-will. Employees in at-will classifications have no property rights in their employment with RTC, are excluded from the merit system, and can be terminated by RTC at any time and for any reason without any right of appeal and without any retreat rights to any prior positions held within the RTC. Consistent with this at-will designation, Sections 8, 11, and 18 and Subsections 2.32, 2.36 and 9.8 of the RTC Human Resource Policies shall not apply to employees in at-will classifications.

The following severance provisions shall apply to at-will employees only:

- A. For an employee in the RAMM bargaining unit as of the date of this severance provision was added to the MOU who is appointed to an at-will position: if RTC terminates employment without cause, then RTC shall pay the employee the cash equivalent of one hundred twenty (120) days of their base salary as severance and provide health benefits (medical, dental, vision) or COBRA equivalent for this same 120-day time period. Payment of severance and health benefits as provided herein is expressly conditioned upon the employee executing a written agreement releasing and waiving any and all claims against RTC. Any such payment shall be subject to withholdings and taxes as required by law.

For other employees appointed to an at-will position: if RTC terminates employment without cause, then RTC shall pay the employee the cash equivalent of ninety (90) days of their base salary as severance and provide health benefits (medical, dental, vision) or

COBRA equivalent for this same 90-day time period. Payment of severance and health benefits as provided herein is expressly conditioned upon the employee executing a written agreement releasing and waiving any and all claims against RTC. Any such payment shall be subject to withholdings and taxes as required by law.

ARTICLE 31. SEVERABILITY OF PROVISIONS

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

SIGNATURES

Association Team	SCCRTC
<p><i>Luis Mendez</i> 10/11/2022</p> <hr/> <p>Luis Mendez Date</p>	<p><i>Thomas R. Manniello</i> 10/12/2022</p> <hr/> <p><small>Thomas R. Manniello (Oct 12, 2022 10:16 PDT)</small></p> <p>Thomas Manniello Date</p>
<p><i>Tracy New</i> 10/11/2022</p> <hr/> <p>Tracy New Date</p>	
<p><i>Yesenia Parra</i> 10/11/2022</p> <hr/> <p>Yesenia Parra Date</p>	
<p><i>Sarah Christensen</i> 10/11/2022</p> <hr/> <p>Sarah Christensen Date</p>	












2022 RAMM MOU-Final

Final Audit Report


2022-10-12

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 Agreement completed.

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