

SAN JOAQUIN REGIONAL TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING – NOTICE AND AGENDA
11:00 A.M. ON MONDAY, MARCH 28, 2022

PLEASE TAKE NOTICE that the Chairman of the Board of Directors of the San Joaquin Regional Transit District (RTD) has called a Special Meeting of the Board of Directors for Monday, March 18, 2022 at 11:00 A.M in the Boardroom of RTD’s Downtown Transit Center, 421 East Weber Avenue, Stockton, California.

Per the Transportation Security Administration (TSA) extension of the requirement for universal masking through April 18, 2022, properly fitted face masks are required for all attendees of the Board meeting. Masks must completely cover the nose and mouth; fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and be a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings. Attendees failing to comply will be asked to leave the Board meeting.

ACCESSIBLE PUBLIC MEETINGS: RTD is committed to ensuring that all meetings are accessible regardless of an individual’s ability or access method. RTD will make all reasonable accommodations for persons with disabilities to participate in this meeting. Upon request to the Chief Executive Office, RTD will provide agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number, and a brief description of the requested materials and/or preferred alternative format or auxiliary aid or service at least three workdays before the meeting. Requests should be sent to RTD by mail at P.O. Box 201010, Stockton, CA 95201, by fax at (209) 948-8516, or by e-mail to BoardSupport@sjRTD.com.

For language assistance, interpreter services, please contact (209) 943-1111. Para información en Español, por favor llame al (209) 943-1111.

1. CALL MEETING TO ORDER
2. MOMENT OF SILENCE/REFLECTION
3. PLEDGE OF ALLEGIANCE TO THE FLAG
4. ROLL CALL
5. PUBLIC COMMENT

Each person who addresses the Board shall not make slanderous or profane remarks to or about any member of the Board, staff, or general public. Any

person who utters loud, threatening, personal, or abusive language, who is unduly repetitious or engages in extended discussion of irrelevancies, or who engages in any disorderly conduct which disrupts, disturbs, or impedes the orderly conduct of any Board meeting shall, at the discretion of the presiding officer or a majority of the Board, be barred from further audience before the Board during that meeting. All public comments shall be limited to no more than FIVE MINUTES. In addition, applause, loud noises, or any other outbursts or disruptions from the audience are not allowed during or after a public comment. At the discretion of the presiding officer, those who are in violation of this protocol may be disconnected from the meeting.

6. CONSENT CALENDAR

A. RESOLUTION: AUTHORIZING THE CEO TO SIGN AN AMENDMENT TO THE APRIL 16, 2021 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD) AND THE AMALGAMATED TRANSIT UNION LOCAL 256 (ATU)
Board approval of amendment to MOU.

7. QUESTIONS AND COMMENTS FROM DIRECTORS AND STAFF

8. ADJOURNMENT

NOTE: THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD ON FRIDAY, APRIL 15, 2022 AT 10:00 A.M.

DATE POSTED: MARCH 25, 2022



LEAD STAFF: **ALEX CLIFFORD, CEO**

I. RECOMMENDED ACTION:

Approve an Amendment to the Memorandum of Understanding (MOU) between the San Joaquin Regional Transit District (RTD) and the Amalgamated Transit Union Local 256 (ATU) that was entered into on April 16, 2021, and authorize the CEO to sign the Amendment on behalf of RTD.

II. SUMMARY:

- For reasons described to the Board in a report on April 16, 2021, RTD's prior contract with National Express Transit (NEXT) for "County Services" ended prior to the end of the contract term, which was expected to go through to April 2023.
- On April 16, 2021 RTD and the ATU entered into a three-year MOU for the operation of County and Van Go services through April 15, 2024.
- Pursuant to RTD's enabling legislation, these services must go through a formal bidding solicitation at least once every five years.
- RTD will initiate a competitive solicitation sometime in 2023 for award in 2024.
- Currently, only three of the twelve funded "County" Mechanic positions are filled and RTD is struggling to obtain applicants.
- The current "County" wage rate and the limitation on crossover work have been identified as potential barriers to RTD in receiving applications and to the efficient management of the workload.
- In collaboration with the ATU, the CEO is presenting the attached MOU Amendments for Board consideration and approval.
- If approved, the Amendments will increase the base wage rate for the identified positions to the "Metro" wage rates and eliminate the restrictions on crossover work for the same positions.
- All other terms in the MOU remain the same as approved on April 16, 2021.

III. DISCUSSION/BACKGROUND

In early 2021 it became evident to RTD that the contract for "County Services" might not continue through the anticipated term - April 2023. In an effort to avoid disruption to the "County Services" and to avoid an emergency procurement for new services, the ATU and staff worked together to bring the work temporarily in-house under the terms of an MOU, providing staff much needed time to procure a new contractor.



The April 16, 2021 Board report noted the following:

"It is in the best interest of RTD to assume all the services currently provided by NEXT for the following reasons:

- *To cut down further losses for both RTD and NEXT. There is no certainty when the pre-COVID level of service will be restored considering less ridership. RTD's cost per service hour will increase if RTD agrees to pay the requested increase in variable cost through the end of the contract term.*
- *To provide RTD with an opportunity to calibrate its level of service without any contractual obligation, as ridership recovers.*
- *To provide RTD with hands on experience in providing County and Van Go! services so that RTD staff can establish realistic terms and performance expectations for the next round of solicitation.*
- *To provide RTD with some time to recover and establish a more realistic service level requirement in the solicitation scope of work that RTD would be able to comply with.*
- *To incorporate the recommendation of the Next Gen service design study in terms of type of service based on passenger survey and public outreach."*

While the "County Services" have functioned well since April 2021, two unanticipated problems have become evident in the past several months. First, Mechanics have been challenging to recruit. Staff believe that the base wage rate is potentially creating barriers to RTD receiving applications. Second, the MOU restrictions on crossover work has resulted in the inefficient management of the workload in not only the Mechanics positions, but also the Utilities/Porters, Storekeepers and the Electronic Technicians.

Currently, RTD has only three of the twelve funded "County Services" Mechanic positions filled. It is mission critical to fill the vacant positions as soon as possible or risk disruptions in "County Services." In recognition of the urgency of the matter, this past week the ATU and staff collaborated on a solution. That solution is presented to the Board in the attached Amendment. In summary, approval of the Amendment will hopefully remove the wage rate barrier to RTD in receiving applications and removal of the crossover restrictions will hopefully provide staff the ability to manage the workload more efficiently.

The CEO recommends Board approval of the Amendment.



IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This recommendation aligns with the Board’s Strategic Priorities 1 – 4.

Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

V. FINANCIAL CONSIDERATIONS/IMPACT

The annual financial impact of this request will be \$220,535 in FY23 (wages only) in additional County wages for FY23. There is a sufficient underrun in the current FY22 budget in the amount of approximately \$1.9 million year-to-date through February 28, 2022 to cover the additional wage expenses through June 30, 2022. If approved, the additional labor expenses will be budgeted in the upcoming FY23 budget. The required funding for the increased labor expense is in the FY22 current fiscal year’s Operating budget - Maintenance within the Wages accounts: 312001, 312002, 312003, 311001, 311005, 313003, 311000, 311006, and 312000.

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

Do nothing. This alternative is not recommended since filling the vacant positions is mission critical and continuing what we are currently doing will likely not result in a different outcome.

The Board could recommend modifications to the Amendment and send staff back to renegotiate with the ATU.

VIII. ATTACHMENTS

Attachment A: Amendment to the April 16, 2021 Memorandum of Understanding

Attachment B: Resolution

Attachment C: April 16, 2021 Memorandum of Understanding (Pages 1 – 4 only)

Prepared by: Alex Clifford, CEO



IX. APPROVALS

Financial Impact Approved:
Virginia Alcayde
Director of Financial Planning

A handwritten signature in black ink, reading "Virginia Alcayde", is written over a horizontal line.

Alex Clifford, CEO

A handwritten signature in blue ink, reading "Alex Clifford", is written over a horizontal line.



Attachment A
Cover Page

COUNTY YARD MEMORANDUM OF UNDERSTANDING DATED APRIL 16, 2021
AMENDMENT RE: SECTION 4: MECHANICS CROSS OVER WORK

March 24, 2022

San Joaquin Regional Transit District (RTD) and Amalgamated Transit Union Local 256 (ATU) make the following amendment to the County Yard Memorandum of Understanding (MOU) dated April 16, 2021 to address Section 4: Mechanic Cross Over Work:

~~In the event overtime becomes necessary to meet the daily service requirements, including special services or events, and no one accepts the overtime on a voluntary basis within their respective service, then crossover work will be offered to the qualified employees, following the seniority provisions of the CBA. In the event no employee accepts the overtime on a voluntary basis, the work then becomes mandatory for the qualified employees within the service and shift and shall be assigned in reverse seniority order. There will be no rate of pay change if assigned to the alternative service.~~

WE AGREE TO THE ABOVE



ATU Local 256

3-24-2022

San Joaquin RTD

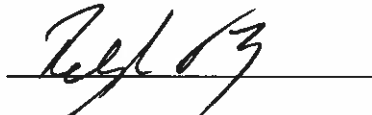
COUNTY YARD MEMORANDUM OF UNDERSTANDING DATED APRIL 16, 2021
AMENDMENT RE: SECTION 6: TRADE WORK

March 24, 2022

San Joaquin Regional Transit District (RTD) and Amalgamated Transit Union Local 256 (ATU) make the following amendment to the County Yard Memorandum of Understanding (MOU) dated April 16, 2021 to address Section 6: Trade Work:

No trade work will be allowed between the operators ~~or mechanics~~ of the Metro or County service.

WE AGREE TO THE ABOVE


ATU Local 256

San Joaquin RTD

3-24-2022

COUNTY YARD MEMORANDUM OF UNDERSTANDING DATED APRIL 16, 2021
AMENDMENT RE: EXHIBIT A: MAINTENANCE BID / VACATION BID

March 24, 2022

San Joaquin Regional Transit District (RTD) and Amalgamated Transit Union Local 256 (ATU) make the following amendment to the County Yard Memorandum of Understanding (MOU) dated April 16, 2021 to address Exhibit A: Maintenance Bid / Vacation Bid:


Maintenance Bid (~~Separate from Metro Bid~~)

A general sign-up to take effect on the first Sunday of January and July of each year.

Vacation Bid (~~Separate from the Metro Vacation List~~)

At the general sign-up annual vacations will be selected in seniority order under this MOU.

WE AGREE TO THE ABOVE



ATU Local 256

3-24-2022

San Joaquin RTD

COUNTY YARD MEMORANDUM OF UNDERSTANDING DATED APRIL 16, 2021
AMENDMENT RE: EXHIBIT A: SCHEDULE OF WAGES

March 24, 2022

Effective April 3, 2022, San Joaquin Regional Transit District (RTD) and Amalgamated Transit Union Local 256 (ATU) make the following amendment to the County Yard Memorandum of Understanding (MOU) dated April 16, 2021 to address Exhibit A: Schedule of Wages:


| Mechanics | Percent of Top Operator Rate |
|------------|-----------------------------------------------------|
| Mechanic A | 118.67% of Top County Metro Operator Pay |
| Mechanic B | 108.34% of Top County Metro Operator Pay |
| Mechanic C | 94.43% of Top County Metro Operator Pay |

| Utilities / Porters | Percent of Top Operator Rate |
|-------------------------|------------------------------------------------------------|
| First 2080 hours worked | 90% of 86.94% of Top County Metro Operator Pay |
| Thereafter | 100% of 86.94% of Top County Metro Operator Pay |

| Storekeepers | Percent of Top Operator Rate |
|-------------------------|------------------------------------------------------------|
| First 2080 hours worked | 90% of 92.43% of Top County Metro Operator Pay |
| Thereafter | 100% of 92.43% of Top County Metro Operator Pay |

| Electronic Technicians | Percent of Top Operator Rate |
|-------------------------|-----------------------------------------------------|
| Electronic Technician A | 118.67% of Top County Metro Operator Pay |
| Electronic Technician B | 108.34% of Top County Metro Operator Pay |
| Electronic Technician C | 94.43% of Top County Metro Operator Pay |

WE AGREE TO THE ABOVE



 ATU Local 256
 3-24-2022

 San Joaquin RTD



RESOLUTION NO. _____
DATED: March 28, 2022

RESOLUTION AUTHORIZING THE CEO TO SIGN AN AMENDMENT TO THE APRIL 16, 2021 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD) AND THE AMALGAMATED TRANSIT UNION LOCAL 256 (ATU)

WHEREAS, San Joaquin Regional Transit District (RTD) and the Amalgamated Transit Union – 256 signed an Memorandum of Understanding (MOU) on April 16, 2021 for the provision of “County Services” through April 15, 2024; and

WHEREAS, RTD has determined that the wage scale for Mechanics and possibly for Utilities/Porters, Storekeepers and Electronic Technicians has potentially created barriers to RTD in receiving applications; and

WHEREAS, certain restrictions contained in the MOU relative to crossover work has been determined to hamper RTD’s ability to efficiently manage the workload; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of RTD as follows:

- 1) That the CEO is hereby authorized to finalize and execute the Amendment to the April 16, 2021 Memorandum of Understanding with ATU.



Attachment C
Cover Page

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of this day of 16th day of April 2021, at Stockton, California, by and between the AMALGAMATED TRANSIT UNION, LOCAL 256, AFL-CIO (the "Union") and the SAN JOAQUIN REGIONAL TRANSIT DISTRICT (the "District"), through their respective officers and agents, as follows:

RECITALS

WHEREAS, the District has entered in a Collective Bargaining Agreement, dated March 16, 2021, (CBA) with the Union in connection with the District's transit services to the residents of San Joaquin County (herein referred to as the Metro Service); and,

WHEREAS, the Union currently represents the District's operators and maintenance employees; and,

WHEREAS, the District's contractor National Express Transit (NEXT) currently holds a contract for Commuter, Hopper, (referred to as County Service) and an on demand service (referred to as Van Go! Services) through the end of the contract year April 2023; and,

WHEREAS, the District may take over all the transit services provided by NEXT, through the end of the contract year 2023 and extending to April 15, 2024; and,

WHEREAS, pursuant to the District's enabling legislation, said service currently being provided under contract by NEXT is required to go through formal solicitation at least once every five (5) years; and,

WHEREAS, prior to the District approving absorbing said services from NEXT, the District and the Union must finalize an agreement delineating the wage and benefit information, as well as other efficiency terms delineated in the contract with NEXT, to provide the intended standard of service and performance; and,

WHEREAS, this MOU will take effect on mutually agreed upon date by the District and the Union, for a period of three (3) years.

NOW, THEREFORE, to provide services in accordance with the intent of the contract with NEXT, the District and the Union mutually agree to the following:

1. This MOU shall apply to all maintenance (mechanics, utilities, porters, and storekeepers) and transportation (operators) employees of the District whose job assignments are in furtherance of the services currently provided by NEXT, which include County Service and Van Go! Service.

2. All work pursuant to this MOU will be assigned through the bidding process by seniority within job classification, from a pool of new employees hired by the District specifically under this MOU. The bidding shall include vacations and extra boards.
3. Operator cross over work: In order to meet the daily service requirements for County and Metro, the District may assign operators for the alternate service only after overtime lists have been exhausted following the provisions in the CBA. Extra board operators or volunteers (in that priority) will be selected in the order of seniority. There will be no rate of pay change if assigned to the alternate service.
4. Mechanic cross over work: In the event overtime becomes necessary to meet the daily service requirements, including special services or events, and no one accepts the overtime on a voluntary basis within their respective service, then crossover work will be offered to the qualified employees, following the seniority provisions of the CBA. In the event no employee accepts the overtime on a voluntary basis, the work then becomes mandatory for the qualified employees within the service and shift and shall be assigned in reverse seniority order. There will be no rate of pay change if assigned to the alternate service.
5. Mechanics will be tested by the District prior to the designation of A, B, or C for the purpose of rate pay and duties.
6. No trade work will be allowed between the operators or mechanics of the Metro or County service.
7. Van Go! Operators:
 - a. Van Go! is a pilot program.
 - b. Van Go! operators are not required to possess a Class B license.
 - c. Van Go! operators may only be assigned work to Van Go! service.
 - d. Van Go! service is On-Demand therefore no, minimum runs are established.
 - e. The District has the option to hire full or part-time Van Go! operators.
8. Any employee hired to work under this MOU, and to provide the services herein described, shall receive the wages and benefits set forth in Exhibit "A", attached hereto and incorporated herein.
9. In the establishment of runs for County Service, a minimum shall be 25% straights/multi-straights and 15% split runs with less than 11-hour spreads. Multi-straight is defined as two pieces of work with a break of less than one hour (paid time).
10. Consistent with the Collective Bargaining Agreement Section 37 (b), the maximum number of part-time Operators for County service shall not exceed fifteen percent (15%).
11. Other than the stipulations of this MOU, other provisions of the CBA, not in conflict with this MOU shall apply.

2

Memorandum of Understanding
Between Union and District
Dated: April 16, 2021


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Other Items: If other items that have not been discussed arise, the Union and the District agree to meet and discuss.

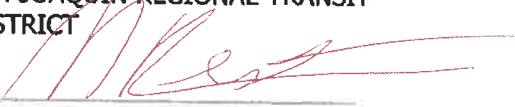
UNION:

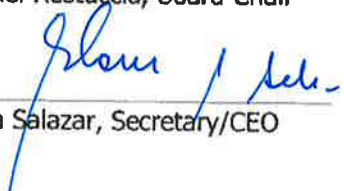
AMALGAMATED TRANSIT UNION,
LOCAL 256, AFL-CIO

By 
Ralph Niz, President/Business Agent

DISTRICT:

SAN JOAQUIN REGIONAL TRANSIT
DISTRICT

By 
Michael Restuccia, Board Chair

By 
Gloria Salazar, Secretary/CEO

APPROVED AS TO FORM:


AL WARREN HOSLETT,
RTD Legal Counsel



**EXHIBIT A
MEMORANDUM OF UNDERSTANDING BETWEEN DISTRICT AND UNION**

Schedule of Wages

| | | Before July 1, 2021 | Effective July 1, 2021 | Effective July 1, 2022 |
|----------------------------------------------|---------------------------------------------------------------|------------------------|---------------------------|---------------------------|
| Intercity, Hopper, Commuter Operators | | | | |
| Probation | 65% of Top Metro Operator Rate | \$ 18.07 | \$ 18.43 | \$ 18.99 |
| Next 2,080 worked | 75% of Top Metro Operator Rate | \$ 20.85 | \$ 21.27 | \$ 21.91 |
| Thereafter | 85% of Top Metro Operator Rate (Top County Operator Rate) | \$ 23.63 | \$ 24.10 | \$ 24.83 |
| Van Go! Operators | | | | |
| Probation | 55% of Top Metro Operator Rate | \$ 15.29 | \$ 15.60 | \$ 16.06 |
| Next 2,080 worked | 60% of Top Metro Operator Rate | \$ 16.68 | \$ 17.01 | \$ 17.52 |
| Thereafter | 65% of Top Metro Operator Rate (Top Van Go! Operator Rate) | \$ 18.07 | \$ 18.43 | \$ 18.99 |
| Utilities/Porters | | | | |
| | 86.94% of County Operator Pay | \$ 20.54 | \$ 20.96 | \$ 21.58 |
| First 2,080 hours worked | 90% of 86.94% of County Operator Pay | \$ 18.49 | \$ 18.86 | \$ 19.43 |
| Thereafter | 100% of 86.94% of County Operator Pay | \$ 20.54 | \$ 20.96 | \$ 21.58 |
| Storekeepers | | | | |
| | 92.43% of Top County Operator Pay | \$ 21.84 | \$ 22.28 | \$ 22.95 |
| First 2,080 hours worked | 90% of 92.43% of Top County Operator Pay | \$ 19.66 | \$ 20.05 | \$ 20.65 |
| Thereafter | 100% of 92.43% of Top County Operator Pay | \$ 21.84 | \$ 22.28 | \$ 22.95 |
| Mechanics | | | | |
| Mechanic A | 118.67% of Top County Operator Pay | \$ 28.04 | \$ 28.60 | \$ 29.46 |
| Mechanic B | 108.34% of Top County Operator Pay | \$ 25.60 | \$ 26.11 | \$ 26.90 |
| Mechanic C | 94.43% of Top County Operator Pay | \$ 22.31 | \$ 22.76 | \$ 23.44 |

The number of employees for the above positions shall be determined solely by the District.

The effective hourly rates are subject to change depending on the top metro operator rate as negotiated in the CBA.

Benefits

| | |
|-----------------------------------|---------------------------------------|
| Retirement Plan | SJRTD 401 (a) Retirement Savings Plan |
| Tools/Boots/Uniform Reimbursement | Same as CBA |
| Medical Benefits | Same as CBA |
| | |

Memorandum of Understanding
Between Union and District
Dated: April 16, 2021

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