

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
7	04/28/14	Open	Action	04/16/14

Subject: RT-IBEW 1245 Labor Contract Settlement Terms for the Period April 1, 2014 through March 31, 2018

## ISSUE

Whether to approve the terms for settlement of labor contract negotiations between Sacramento Regional Transit (RT) and International Brotherhood of Electrical Workers, Local 1245 (IBEW 1245), for the four year term of April 1, 2014, through March 31, 2018.

## RECOMMENDED ACTION

Adopt Resolution No. 14-04\_\_\_\_, Approving the Terms for Settlement of Labor Contract Negotiations Between Sacramento Regional Transit and International Brotherhood of Electrical Workers, Local 1245, for the Four Year Term of April 1, 2014 through March 31, 2018.

## FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	364,100
Budget Source:	Operating	Next FY:	\$	2,200,000
Funding Source:	State and Federal Sources	Annualized:	\$	2,651,250
Cost Cntr/GL Acct(s) or Capital Project #:	Various Departmental Labor Accts.	Total Amount:	\$	10,605,000
Total Budget:	\$ 10,605,000*			

\* The total budget amount includes \$80,000 in reduced labor costs as the result of changes made to the RT – IBEW 1245 Retirement Plan.

## DISCUSSION

The negotiating committees for RT and IBEW 1245 began meeting on February 4, 2013, for the purpose of revising certain provisions of the Collective Bargaining Agreement (CBA) including the Retirement Plan, which was set to expire on March 31, 2013. The parties reached tentative agreement on all issues raised during negotiations on March 28, 2014 and have reduced their agreements to writing which are attached to the accompanying Resolution as Exhibit A. The settlement will become final following ratification by the Union membership and approval by the RT Board of the terms for settlement. The negotiating committees endorse and recommend ratification and approval of the stated terms as a full and complete settlement of all issues raised during negotiations. RT was notified that the membership of IBEW 1245 ratified the settlement terms in an election held on April 16, 2014.

The substantive terms of the settlement are summarized as follows:

Approved:

Presented:

Final 04/22/14

General Manager/CEO

Chief Administrative Officer

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
7	04/28/14	Open	Action	04/16/14

Subject: RT-IBEW 1245 Labor Contract Settlement Terms for the Period April 1, 2014 through March 31, 2018

Term of Agreement – The term of the revised Agreement runs for 48 months, from April 1, 2014 through March 31, 2018.

Hourly Wage Increase – Hourly wage rates for all covered job classifications will be increased on the dates and in the amounts as follows:

<u>4/1/14</u>	<u>10/1/14</u>	<u>4/1/15</u>	<u>4/1/16</u>	<u>4/1/17</u>
1.5%	1.5%	3.25%	3.50%	3.75%

Lump Sum Payment – Effective as soon as practicable following ratification and Board adoption of the terms of this settlement, all employees on the payroll on April 1, 2014 will be eligible to receive a lump sum payment of \$1000.

Journey Level Job Classification Equity Pay Rate Adjustment – Effective April 1, 2014 and occurring on the dates indicated, an equity adjustment increase will be applied to the hourly rates of Journey Level Job Classifications, as follows. These increases will be in addition to the hourly wage increases indicated above. These equity rate increases are applicable to the following job classifications: Electronic Mechanic, Painter, Mechanic–A, Mechanic–A (Body/Fender), Mechanic–A (Gasoline/Propane), Senior Mechanic, Facilities Electronic Technician, Facilities Maintenance Mechanic, Light Rail Vehicle Technician, Lineworker II, Lineworker III, Rail Maintenance Worker and Senior Rail Maintenance Worker.

<u>10/1/14</u>	<u>4/1/15</u>	<u>4/1/16</u>	<u>4/1/17</u>
2.0%	1.75%	1.5%	1.25%

Tentative Agreements – There were numerous agreements to amend, correct or clarify existing language as well as to enhance workplace efficiency. In summary, the more substantive of those changes are: revising shift start and ending times, streamlining the process for filling vacant positions within the bargaining unit, clarifying that an individual refusing a recall from layoff forfeits his or her contractual right to future preferential recall consideration, premium pay for an employee assigned to train another employee or to act in a lead capacity, when assigned by a supervisor, was increased from 5% to 10% of his or her hourly rate, various language changes to clarify provisions pertaining to the administration of medical benefits, eliminated the annual dental plan deductible to conform to the dental deductible amounts for other RT employees, added certified domestic partner to the list of dependents for whom an employee may take bereavement leave and increased the value of a voucher used to procure safety shoes by \$25, from \$125 to \$150, annually.

Retirement Plan – The current Retirement Plan for employee members of IBEW 1245 with a date of hire on or after January 1, 2015, will be amended to provide for the following:

- 100% vesting after 10 completed years of service. (Currently vested after 5 years.)

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
7	04/28/14	Open	Action	04/16/14

Subject: RT-IBEW 1245 Labor Contract Settlement Terms for the Period April 1, 2014 through March 31, 2018

- Revise the current benefit multiplier factors, as a percentage of pay per year of service

From	<u>Retirement Age</u>	<u>Multiplier</u>	to	<u>Retirement Age</u>	<u>Multiplier</u>
	55 – 59	2%		62 or younger	2.0%
	60+	2.5%		63	2.1%
				64	2.2%
				65	2.3%
				66	2.4%
				67+	2.5%

- Contribute toward ones retirement based upon completed years of service as follows (Currently, employees do not contribute toward their retirement benefit):

Year 1 – 1.5% of pay  
 Year 2 – 3.0% of pay  
 Year 3 – 4.5% of pay  
 Year 4 - ½ the normal cost of retirement or 5%, whichever is less.

- Have the value of cashed out accruals (unused sick leave and/or vacation cashed out pursuant to applicable provisions of the CBA) included as income for the purposes of determining a retirement benefit, based upon completed years of service, as follows (currently, the full value of all cashed out accruals goes toward “compensation” for determining a retirement benefit):

10 through 14 years	40%
15 through 19 years	50%
20 and over	75%

- Training Programs – RT and IBEW 1245 worked out the details for establishing journey level training programs for employees desiring to pursue careers in job classifications within the Lineworker and Rail Maintenance worker job series.

Staff recommends approval of the settlement terms and conditions for a revised CBA including the Retirement Plan between RT and IBEW 1245, to be effective April 1, 2014, and authorize the General Manager/CEO to execute the final revised documents.

RESOLUTION NO. 14-04-\_\_\_\_\_

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

April 28, 2014

**APPROVING THE TERMS FOR SETTLEMENT OF LABOR CONTRACT  
NEGOTIATIONS BETWEEN SACRAMENTO REGIONAL TRANSIT AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245,  
FOR THE FOUR YEAR TERM OF APRIL 1, 2014 THROUGH MARCH 31, 2018**

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

THAT, the labor contract settlement terms attached hereto as Exhibit A, between Sacramento Regional Transit (RT) and the International Brotherhood of Electrical Workers Local 1245 (IBEW 1245), establishing compensation, benefits, retirement provisions and other terms and conditions of employment for employee members of IBEW 1245, are hereby approved.

THAT, the General Manager/CEO is hereby authorized to bind RT to a Collective Bargaining Agreement (CBA) with IBEW 1245, whereby the existing CBA is amended and restated to provide for the changes to compensation, benefits, retirement provisions and other terms and conditions of employment, as set forth in Exhibit A.

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

---

PHILLIP R. SERNA, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

**RT – IBEW 1245 LABOR NEGOTIATIONS  
RT SETTLEMENT OFFER**

**March 28, 2014**

The following is the District’s final offer for the settlement of labor contract negotiations which began February 4, 2013. Any issues not formally withdrawn or agreed upon and not addressed below are to be considered either withdrawn or rejected by the District, as appropriate.

**1. Article 10: Wages and Classifications**

Section 10.1 – Wage Rates

Lump Sum Payment – Effective as soon as practicable following ratification and approval of the terms of this settlement, all employees on the payroll shall be eligible to receive a lump sum payment of \$1000.

Hourly Wage Increases - Effective April 1, 2014 and occurring on the following dates, hourly wage rates shall be increased as follows:

<u>4/1/14</u>	<u>10/1/14</u>	<u>4/1/15</u>	<u>4/1/16</u>	<u>4/1/17</u>
1.5%	1.5%	3.25%	3.50%	3.75%

Journey Level Job Classification Equity Adjustments – Effective April 1, 2014 and occurring on the following dates, an equity adjustment increase shall be applied to the hourly wage rates of Journey Level Job Classifications, as follows. These increases shall be in addition to the hourly rate increases indicated above. The equity increases are applicable to the following job classifications: Electronic Mechanic, Painter, Mechanic A, Mechanic A (Body/Fender), Mechanic A (Gasoline/Propane), Senior Mechanic, Facilities Electronic Technician, Facilities Maintenance Mechanic, Light Rail Vehicle Technician, Lineworker II, Lineworker III, Rail Maintenance Worker and Senior Rail Maintenance Worker.

<u>10/1/14</u>	<u>4/1/15</u>	<u>4/1/16</u>	<u>4/1/17</u>
2.0%	1.75%	1.50%	1.25%

**2. Article 10: Wages and Classifications**

Section 10.5 – Training Premium

Effective April 1, 2014, training premium will be increased from the current amount of 5%, to 10% of base wages at time of assignment.

3. **Article 11: Holidays**

Section 11.4 – Holiday Pay

District stands on proposal of July 11, 2013 to clarify the need to work ones last scheduled workday before and the first scheduled workday after a contractual holiday in order to receive holiday pay.

4. **Article 13: Health and Welfare Insurance Benefits**

Section 13.2b – Dental Insurance

District agrees to Union proposal.

5. **Article 29: Grievance Procedure**

Sections 29.5 thru 29.8 – Grievance Procedural Steps

District withdraws its proposal for a 12 month MOA establishing a 3 step grievance procedure with arbitration, on a trial basis, in lieu of the current process.

6. **Article 30: Miscellaneous**

Section 30.3 – Tool allowance

District rejects Union proposal of July 11, 2013 and stands on its counter proposal of the same date to increase Group 1 by \$100, Group 2 by \$75 and Group 3 by \$50, for the first year of the new agreement. In the remaining years of the new agreement, the tool allowance will revert to the amount in effect on March 31, 2013.

7. **Article 36: Term of Agreement**

District proposes a 48 month agreement extension beginning from the first of the month following ratification and approval of the terms of a new agreement by the Union and District. **For purposes of this settlement proposal, the District is using April 1, 2014 as the effective date for adjustments, unless otherwise indicated. Should negotiations continue beyond April 30, 2014, the effective dates of adjustments will be revised accordingly.** Therefore, the term of this Agreement is April 1, 2014 through March 31, 2018.

## 8. Retirement Plan

Amend the current Retirement Plan between International Brotherhood of Electrical Workers (IBEW), Local Union 1245, and Sacramento Regional Transit District (SRTD), adopted by the SRTD Board of Directors on August 26, 2013 and executed by representatives of IBEW and SRTD on September 30, 2013, as necessary to accomplish the following.

Revise the Plan Document as necessary to reflect the term of Agreement as April 1, 2014 through March 1, 2018.

Effective January 1, 2015, all covered employees with a date of hire on or after that date will:

1. Be 100% vested after 10 completed years of service.
2. Have the following benefit factors, as a percentage of pay per year of service:

<u>Retirement Age</u>	<u>Multiplier</u>
62 or younger	2.0
63	2.1
64	2.2
65	2.3
66	2.4
67 and older	2.5

3. Contribute toward their retirement based upon their completed years of service as follows:
  - Year 1 – 1.5% of pay
  - Year 2 – 3.0% of pay
  - Year 3 – 4.5% of pay
  - Year 4 – Amount equaling  $\frac{1}{2}$  the total normal cost of retirement to a maximum of 5%.
  -
4. Have the value of their cashed out accruals (unused sick leave and/or vacation cashed out pursuant to applicable provisions of the CBA) included as income for purposes of determining a retirement benefit, based upon his or her length of completed years of service, as follows:
  - 10 through 14 years      40%
  - 15 through 19 years      50%
  - 20 and over              75%

## 9. Side Agreements

U – Letter of Agreement dated 9/12/08; Filling Vacant Existing Positions (Art. 8, Sec. 8.3a) Terms incorporated into District proposal on Article 8. Letter unnecessary.

U – Letter of Agreement dated 10/27/06; Leave of Absence, Loss of Commercial Driver's License. Pursuant to numbered paragraph 6, of the Letter of Agreement, the District serves notice not to extend the terms of the agreement. The terms of the letter shall terminate 30 days following the effective date of a revised CBA.

The District proposes to retain the following side letters:

- Letter dated November 17, 2000; IBEW Hiring, Training and Pay Issues
- Letter dated October 2, 2002; RT – IBEW Training Program: Access by Non-bargaining Unit Employees
- Letter dated May 5, 2008; Testing Process for Vacant Positions
- Letter dated December 22, 2009; Temporary Light Duty Outside of the Bargaining Unit

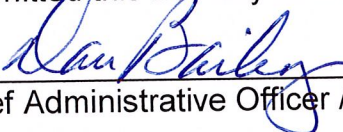
## 10. Training Programs; Line Worker Series and Rail Maintenance Worker

The District and Union agree to resolve the grievances and points of negotiation over the establishment of training programs for the Line Worker job series and Rail Maintenance Worker by way of a separate Letter of Agreement. When executed by the parties, issues raised in the original grievance and those discussed during negotiations will be considered settled.

## 11. Tentative Agreements

Attached hereto and designated **Attachment 1**, is a package of 27 Tentative Agreements (TA's), entered into by the District and Union during the course of negotiations. All 27 TA's are incorporated by reference and made part of this offer of settlement.

Submitted this 28<sup>th</sup> day of March, 2014

  
\_\_\_\_\_  
Chief Administrative Officer / Chief Negotiator

XXX





RT – IBEW 1245 LABOR NEGOTIATIONS  
RT PROPOSAL

July 11, 2013

Article 6 – Overtime

8. Article 6.5.a Overtime Lists / Placement on List

a. General - The District shall post lists of employees eligible for overtime as follows:

1. The Overtime List shall be made up from employees on each separate shift, by job classification. Placement on the "Shift Overtime List" shall be determined by the total number of overtime hours worked plus overtime hours refused by each employee on the shift. Time worked on Holidays, pursuant to Article 11, Section 11.5, is not counted toward ones positioning on the Overtime List
2. The list shall be updated Tuesday of each week. Effective the second Sunday of January 4<sup>th</sup> of each year, the accumulation of hours will be "zeroed out" to reflect seniority by classification, for each shift.

TA 8/23/13

Don Barber  
Shup LQ

RT - IBEW 1245 LABOR NEGOTIATIONS  
RT PROPOSAL

August 23, 2013

Article 6 - Overtime

9. Article 6.9.b - Continuation Work / Work in Progress

b. Continuation Work shall be defined as: ~~Repair Work to revenue vehicles,~~ which begins on a shift and continues into another shift longer than thirty (30) minutes, but is expected to be completed before the end of four (4) hours into the next shift.

1. Overtime necessary for the completion of continuation work will be assigned as follows:

(a) Offered first on a volunteer basis, according to the Shift Overtime List, to employees in the affected job classification(s).

(b) If no employee(s) volunteer, mandatory assignment will be made to the lowest employee(s) on the Shift Overtime List for the shift in the affected job classification.

Employees working overtime on continuous work, whether voluntarily or by mandatory assignment, will not be required to work longer than four (4) hours. However, in instances where the continuation work will exceed four (4) hours, the affected employee(s), if asked by the supervisor, may volunteer to work until the job is completed or the end of the shift, whichever occurs first.

TA 8/23/13

*Don Bailey*  
*Shift-L*

9. Revised

**ARTICLE 6: OVERTIME**

**SECTION 6.5 d - OVERTIME LISTS/PLACEMENT ON LIST**

Entrants to Overtime List - If an employee is off for 22 consecutive working days or longer for reasons other than vacation, upon his or her return to work, he or she shall be credited with ~~one (1)~~ hour more than the maximum accrued in average number of hours accumulated for his or her classification and shift. That employee's name would go to the bottom of the list middle of the list.

TA 3/27

T A  
10-18-13  
Abraham  
SM

**RT – IBEW 1245 LABOR NEGOTIATIONS**  
**RT PROPOSAL**

**October 3, 2013**

**ARTICLE 8: PROMOTION AND TRANSFER**

**SECTION 8.1 - PURPOSE**

The purpose and intent of this Article is to provide a procedure wherein the District may accomplish job awards in an expedient manner.

**SECTION 8.2 - SCOPE**

In filling vacancies within the District, the following provision shall apply: When employees are qualified by knowledge, skill and abilities, as determined by the District, in accordance with requirements of the applicable position, and are physically able to perform the duties of the job in question, the employee with the greatest seniority shall receive preference in accordance with the sequence of consideration outlined in this Section. (See Attachment 2 of this Agreement.)

**SECTION 8.3 - FILLING A VACANT POSITION**

a. **Existing Positions**

1. On or before January 31<sup>st</sup> of each year, a list of all positions that existed in the bargaining unit as of December 31<sup>st</sup> will be posted in each department.
2. A vacated position that is going to be filled shall be posted for a minimum of seven (7) calendar days and this initial posting may be bid on only by employees currently in the classification.
3. Subsequent postings due to movement within the classification (8.3 a2) will be posted for seven (7) calendar days and be open to all IBEW employees for bidding. Such postings shall be at locations customarily set aside for such announcements at Bus, Light Rail, Facilities and Procurement for IBEW bargaining unit members. Each job posting will include the hours, days off, and location of the vacancy.
4. If a test is required for filling a vacancy, it will not be administered to employees currently in the classification.
5. The District shall make proxy forms available upon request to employees leaving on vacation if a vacancy occurs during his or her absence. The employee shall indicate his or her interest in a different shift, days off, and/or reporting location(s) where the work is to be performed. It is the employee's

responsibility to submit a completed proxy form to his or her supervisor. The beginning and ending dates for the proxy to be valid must be clearly written on the form.

6. At the conclusion of the posting period, the award of the posted vacancy shall be made pursuant to Section 8.4 below.

b. New Positions

1. The District will post all new positions for seven (7) calendar days. A new position is any vacancy the District wants to fill which is not listed on the "existing positions list" posted in January (i.e., new classifications, positions, hours, shifts, reporting location(s) and days off).
2. A vacated new position that is going to be filled shall be posted for a minimum of seven (7) calendar days and this initial posting may be bid on only by employees currently in the classification.
3. Subsequent postings due to movement within the classification (8.3 a2) will be posted for seven (7) calendar days and be open to all IBEW employees for bidding. Such postings shall be at locations customarily set aside for such announcements at Bus, Light Rail, Facilities and Procurement for IBEW bargaining unit members. Each job posting will include the hours, days off, and location of the vacancy.
4. If a test is required for filling a vacancy, it will not be administered to employees currently in the classification. Only individuals who successfully pass the test will be allowed to bid.
5. At the conclusion of the posting period, the award of the posted vacancy shall be made pursuant to Section 8.4 below.

c. New Classifications

In the event a new job classification is established, the position(s) will be filled by posting the job for fifteen (15) calendar days for bid by all employees in the bargaining unit. If a test is required for staffing the new position(s) only individuals who successfully pass the test will be permitted to bid.

d. Award of Positions

1. Upon completion of the posting procedure, the qualified employee(s) with the most District seniority who applied for the vacant position will be notified in writing that he or she has been awarded the position, including the reporting date, time and location.

2. If an employee is: 1) required to report to work at a location different from the reporting location that he or she last reported; and 2) required to use large or heavy tools at the employee's work location; and 3) required by the District to transport such tools to such work location, then the District will provide the employee with the time and means necessary, prior to or during the employee's work day, to transport the required tools to that location. All such time will be considered work time and compensated accordingly.
3. It is the prerogative of the District to establish reporting locations for employees that may be different than the location of the main department office. In such circumstances and for the purpose of applying provisions of the CBA pertaining to employee bidding or selection based on seniority, each assigned reporting location shall operate as if it is a "separate department". As such, employees shall select their vacation, floating holidays, be assigned overtime, holiday work, etc., separately from employees in the same classification assigned to a different reporting location.

e. Award of Promotions

After awarding a promotion, the District will expedite the move of the employee into the new classification. If the District is unable to make the move within ten (10) calendar days, the employee's pay shall be adjusted to the hourly rate of the new classification.

**SECTION 8.4 - PREFERENCE**

- a. Preferential consideration based upon District seniority shall be given in the following order:
  1. Bids made by employees entitled to preferential consideration due to demotion as a result of layoffs or reduction in work. An individual refusing a recall shall forfeit his or her eligibility for future preferential consideration under this provision.
  2. Bids made by senior, qualified employees.

**SECTION 8.5 -WORK FORCE REALLOCATION**

- a. Whenever the District changes the manpower requirements at a division and/or department, such movement shall be subject to the following "bid" procedure. When there is a work-force reallocation, the newly created shifts, days off and/or hours, if any, shall not be considered a position vacancy as specified under Section 8.3.

The shift, days off and hours within the affected classifications will be posted for fifteen (15) calendar days. Individuals working in the affected classification may bid for the slots, and the senior employee bidding for the slot will be selected. The District shall

provide a list of all allocated positions within the affected classification prior to the initiation of this process.

### **SECTION 8.6 - CERTIFICATION TRAINING**

- a. The District will establish certification training programs, which provide the opportunity for District employees to become qualified for the following positions: Mechanic A, Mechanic A (Body/Fender), Painter, Facilities Maintenance Mechanic, Facilities Electronic Technician, Electronic Mechanic, Mechanic A (Gas/Propane), Light Rail Vehicle Technician, Journey Lineworker, and Rail Maintenance Worker.
- b. The District and Union will jointly establish Bus, Rail and Facilities training committees to oversee the certification training programs. These committees shall consist of equal representation by both the District and the Union and are authorized to evaluate and establish the training needs, performance, and pay levels of new and current employees working their way through the established training program.
- c. The District and Union will jointly establish a steering committee of six members, which will meet as needed to oversee the progress of the training committees. The steering committee shall consist of equal representation by both the District and the Union.
- d. The District will endeavor to provide annual funding for certification training. The training committees will provide general direction concerning the expenditure of these funds.
- e. An employee actively enrolled in a certification program who has completed the "take-home" portion of a module will be given preferential consideration for assignment to "hands-on" training work over an employee who may be otherwise eligible for the work but is not actively involved in the certification program. Incorporated into this Agreement as Attachment 2, are the agreed upon procedures and a flow chart, which details the filling of journey-level classification vacancies.
- f. After an employee has been signed off as having completed a "hands-on" section of his or her training program, should he or she subsequently be used to perform such work, he or she shall be upgraded and paid the applicable rate of pay pursuant to Article 10, Section 10.3.

### **SECTION 8.7 - TEMPORARY VACANCIES**

- a. When a temporary vacancy occurs in any job classification the District may, at its discretion, temporarily fill it. For the purpose of this article, a temporary vacancy is defined as: any temporary vacancy lasting for a period of more than fourteen (14) calendar days. Temporary vacancies will be filled as follows:



1. Offered in order of seniority to the employee(s) in the classification on the shift where the vacancy occurs.
2. Offered in order of seniority to the employee(s) in the classification regardless of shift.
3. Assign to the lowest senior employee within the classification regardless of shift.

When the temporary assignment has concluded the employee(s) shall be returned to their shift days off and rate of pay in effect immediately preceding the assignment.

- b. If a temporary vacancy is anticipated to last longer than twelve (12) months, then the District will post the temporary vacancy during the eleventh (11) month of such vacancy and shall repost the notice every twelve (12) months thereafter while the vacancy is being temporarily filled. The purpose of the posting is to fill the temporary vacancy in the manner described in 'a.', above.

#### **SECTION 8.8 - EMPLOYEE PROBATIONARY PERIOD**

- a. Within the bargaining unit: An employee promoted or laterally transferred into a job classification with a change in job duties will be on probation for a period of ninety (90) calendar days from the day the employee begins working in the position. During that period, members of the RT – IBEW Training Committee will periodically review the employees performance to determine the employee's ability and qualifications for the position. If the Training Committee determines that the employee is not performing at the level necessary to pass probation, the employee may be returned to his or her prior job classification pursuant to the procedures set out in paragraph b, below. Should the labor and management Training Committee members split on their assessment of the employees abilities for continuing in the new job, the matter will be submitted to the Steering Committee for review and determination. Should the Steering Committee be unable to resolve the deadlock, District management will make the final decision. The District's determination is subject to the grievance procedure.
- b. If the District determines that the employee does not have the ability and/or qualifications for the position, the employee shall be separated from employment unless the employee elects to return to the job classification and shift held just prior to the promotion. If that job classification and/or shift no longer exists, the employee shall be separated from employment unless he or she elects to be placed in the classification, days off and shift that he or she would have occupied had the employee exercised his or her seniority bidding rights when his or her prior job classification and/or shift was eliminated. If another employee is bumped out of a job classification and/or shift by reason of the foregoing, he or she may exercise his or her seniority bidding rights, in the same manner as provided above, and so

may each employee who is displaced as the result of the exercise of such bidding rights.

- c. If an employee who is working in the "hands-on" phase of his or her training program is promoted to another job, then the probationary period for the other job shall be extended by 1/3 the length of time of the training program or 90 calendar days, whichever is longer.

#### **SECTION 8.9 - INTERDEPARTMENTAL MOVEMENT**

- a. Employees awarded a "lateral" change in job duties, from one department into another may not bid out of that job for at least twelve (12) months. For purposes of applying this language, a "lateral" job change is movement from a job in one department into a job within a different department, both of which have the same top hourly rate of pay.

#### **SECTION 8.10 - RIGHT TO RETURN TO THE BARGAINING UNIT**

- a. If an employee accepts a District position that is not covered by this Agreement, the employee shall have the right, within the probationary period established for that position, to elect to return to his or her prior job classification, days off and shift. An employee who returns in the manner described above will not suffer loss of seniority under this Agreement.
- b. If the employee's prior job classification and/or shift no longer exists, the employee shall be separated from employment unless he or she elects to be placed in the job classification, days off and shift that the employee would have occupied had the employee exercised his or her seniority bidding rights when his or her prior job classification and/or shift was eliminated. If another employee is bumped out of a job classification and/or shift by reason of the foregoing, the bumped employee may exercise his or her seniority bidding rights, in the same manner as provided above, and so may each employee who is displaced as the result of the exercise of such bidding rights.

**RT – IBEW CONTRACT NEGOTIATIONS 2013**  
**SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 8 – Promotion And Transfer**

**11. Article 8.4**

a. Preferential consideration based upon District seniority shall be given in the following order:

1. A bids made by an employees entitled to preferential consideration due to demotion as a result of layoffs or reduction in work. An individual refusing a recall shall forfeit his/her eligibility for future preferential consideration under this provision.
2. Bids made by senior, qualified employees.

TA K. Barber  
4-24-13  
TA Phil R  
4/24/2013

**RT – IBEW CONTRACT NEGOTIATIONS 2013**  
**SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 9 – Displacement, Demotion, And Layoff Procedure**

**15. Article 9.2**

When it is necessary for the District to lay off employees in a given classification, the employee in such classification who has the least seniority shall be laid off first. Such employee may, in lieu of layoff, elect a demotion or transfer provided he is able to effectively perform the remaining work in which event he shall be demoted or transferred to the next lower classification in the normal line of progression and he shall be entitled to displace the employee in such other classification who has the least seniority, provided, however, that he shall not be entitled to displace the employee whose seniority is greater than his or her own. Successive demotion or transfers shall be in the reverse order of normal progression.

**Nothing in this section shall preclude an employee, in the affected classification, to elect a voluntary layoff.**

TA  
2/27/13

**F I D E N T I A L**

12.

ARTICLE 10: WAGE RATES AND CLASSIFICATIONS

SECTION 10.4 - LEAD PREMIUM

The lead premium shall be ~~five (5)~~ ten (10) percent of the employee's regular hourly rate and shall be paid for a minimum of two hours or the duration of the assignment, whichever is longer.

Agreed upon  
via telephone  
call 4/9  
/ SB

RT – IBEW 1245 LABOR NEGOTIATIONS

November 14, 2013

**ARTICLE 10: WAGE RATES AND CLASSIFICATIONS**

**Section 10.5 - Training Premium**

(Union #13)

Employees assigned by their supervisor to the training of any employee other than an apprentice classified employee shall be paid ~~five (5)~~ ten (10) percent per hour in addition to their regular rate of pay for all hours they performed such training functions.

TA  
11-14-13  
R Barber

TA  
11/14/2013  
Shirley

**RT – IBEW CONTRACT NEGOTIATIONS 2013  
SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 12 – Vacations**

**17. Article 12.1.d**

**d. Vacation Sellback to Deferred Compensation Account**

~~The operation of this provision is suspended and inoperable for the duration of this Agreement, through March 31, 2013. In no event however, will this provision apply to persons who retire or otherwise terminate service during the term of this Agreement.~~

An employee with 10 through 16 years of continuous service may annually sell back 1 week (40 hours) of accrued, available vacation at his or her straight time hourly rate. An employee with 17 or more years of continuous service may annually sell back up to 3 weeks (120 hours) of accrued, available vacation at his or her straight time hourly rate.

In order to take advantage of this program, an employee must be enrolled in the 457 Deferred Compensation Plan prior to the end of March February of the year in which he or she desires to participate. Enrollment forms are available at the Human Resources Department.

TA  
2/27  
13

**RT – IBEW CONTRACT NEGOTIATIONS 2013  
SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 13 – Health And Welfare Insurance Benefits**

**19. Article 13.2.d**

- d. Life Insurance – During the term of this Agreement, the District will provide Life and Accidental Death and Dismemberment Insurance at no cost to each covered employee and his or her eligible dependents. ~~Insurance coverage is currently provided through United of Omaha Life Insurance Company.~~ Coverage for each employee is for \$50,000 and \$1,000 for spouse and eligible dependents over the age of 6 months. Dependents under 6 months of age have coverage in the amount of \$100.00. The provision of all benefits is subject to the terms of the policy between the District and the insurance company.

T A  
2/27/13



**RT – IBEW CONTRACT NEGOTIATIONS 2013  
SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 13 – Health And Welfare Insurance Benefits**

**20. Article 13.2.e**

- e. Supplemental Life – During the term of this Agreement, the District will provide optional Supplemental Life Insurance coverage for each covered employee and his or her spouse. ~~Insurance coverage is currently provided through United of Omaha Life Insurance Company.~~ Participation in the insurance coverage is at the election of the employee and premium cost for the coverage is paid by the employee through monthly payroll deduction. Spousal coverage is limited to 50% of the coverage amount selected by the employee. The provision of the benefits is subject to the terms of the policy between the District and the insurance company.

T A  
2/27/13

**RT – IBEW CONTRACT NEGOTIATIONS 2013**  
**SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 13 – Health And Welfare Insurance Benefits**

**21. Article 13.4.a.1**

a. A new employee desiring to enroll in the Cash for Medical Insurance Program may do so as follows:

1. Annually, during open enrollment in ~~October~~, a new employee submitting suitable documentation showing that he or she is covered by medical insurance from a source other than Regional Transit must sign a form declining District medical insurance and withdrawing from said coverage. After verification of the alternative medical insurance coverage by the Human Resources Department, the employee will be enrolled in the Cash for Medical Insurance Program. Beginning with the first of **January of the following year**, ~~the month following the open enrollment period~~, the employee will be paid an amount equal to fifty percent (50%) of the Kaiser Foundation Health Plan, "employee only" premium rate that is in effect at that time. The payment will be included in paycheck issued on the 25th of the month. ~~Current employees who make changes in their status or elect to enter the Cash for Medical Insurance Program after January 1, 2004, shall have the same fifty percent (50%) rate.~~

*4/30/13*  
*Wiley*  
*4-30-13*

**RT – IBEW CONTRACT NEGOTIATIONS 2013  
SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 13 – Health And Welfare Insurance Benefits**

**22. Article 13.4.b.1**

b. An employee desiring to terminate his or her participation in the Cash for Medical Insurance Program and re-enroll in a District provided medical insurance plan may do so in one of two ways.

1. An employee may voluntarily discontinue participation in the Cash for Medical Insurance Program during any annual open enrollment period in ~~October~~. Upon submitting the necessary medical insurance plan enrollment forms to the Human Resources Department Benefits Unit, medical coverage will commence the following ~~November~~ **January** 1. The cash payments will be discontinued the same month insurance coverage begins. ~~Effective November 1, 2004, all employees will be at the fifty percent (50%) rate.~~

TA 4/30/13  
D. Binkley

**RT – IBEW CONTRACT NEGOTIATIONS 2013  
SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 13 – Health And Welfare Insurance Benefits**

**23. Article 13.5.a**

a. General

A (FSA) is a benefit that allows the employee to pay for certain eligible expenses on a pre-tax basis. ~~An employee contribution to the Plan will not be subject to Federal, State, FICA or SDI taxes.~~

TA  
2/27/13

**RT – IBEW CONTRACT NEGOTIATIONS 2013  
SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 13 – Health And Welfare Insurance Benefits**

**25. Article 13.5.d**

d. Dependent Care Spending Account

If an employee has dependents that need care in order for the employee to work, the employee may use the Dependent Care Account to pay this cost with pre-tax dollars. Expenses must be for an eligible dependent, as defined by Federal Income Tax Form 2441, "Credit for Child and Dependent Care Expenses." An employee may contribute up to the limits established by the Internal Revenue Code. \$5,000. (\$2,500 if married and filing a separate return) annually.

TAX  
2/27  
/13

28.

ARTICLE 13: HEALTH & WELFARE INSURANCE BENEFITS

New

PROPOSAL AND PROPOSAL LANGUAGE

SECTION 13.2 a 1 - CORE INSURANCE BENEFIT

Insert the following language.

a. CalPERS Medical Insurance

1. Active Employees

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

*Julie Sag*  
*1/2/13*

*FA*  
*1/2/13*

RT – IBEW 1245 LABOR NEGOTIATIONS

November 14, 2013

**ARTICLE 13: HEALTH & WELFARE INSURANCE BENEFITS**

**Section 13.2 b. - Core Insurance Benefit – Dental Insurance**

(Union #29)

There is an ~~annual~~ deductible of \$50.00 per person, ~~per year~~, with a ~~maximum deductible~~ of ~~\$150.00 per family, per year~~ lifetime.

TA  
11-14-13  
P. Binkley

TA  
11/14/2013  
Shifko

**RT – IBEW CONTRACT NEGOTIATIONS 2013**  
**SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 15 – Long Term Disability Insurance**

**26. Article 15.1.a**

- a. Employees covered by the terms of this Collective Bargaining Agreement are provided at no cost to themselves, Long Term Disability (LTD) benefits pursuant to the terms and conditions specified in the Group Long-Term Disability Benefits Policy. 441294-1-G (MetLife), in effect on July 1, 2009.

TA  
3/26/13



**RT – IBEW CONTRACT NEGOTIATIONS 2013  
SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 16 – Sick Leave**

**28. Article 16.9.a**

- a. Each year, employees who have accumulated a sick leave balance in excess of 480 hours by November 30<sup>th</sup> shall be notified in ~~January~~ December that they are eligible to convert up to 100% of the hours over 480 to money for the express purpose of depositing into their Deferred Compensation Account.

TA  
2/27/13

**RT – IBEW CONTRACT NEGOTIATIONS 2013**  
**SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 16 – Sick Leave**

**29. Article 16.9.e**

- e. Sick leave hours are converted to money based upon the employee's hourly rate in effect on November 30. ~~of the year in which notice was received.~~

TA 4/24/13  
Sick 20  
4/24/13

# RT – IBEW LABOR NEGOTIATIONS

## Proposal # 30 – 34

Delete the current provision and replace with the following language:

### SECTION 16.15 - SUPPLEMENTAL SICK LEAVE ACCOUNT

#### a. Purpose

Deleted: ¶

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

Deleted: ¶

#### b. Catastrophic Illness Or Injury Defined:

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

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

Deleted: ¶

Formatted: Strikethrough, Highlight

Formatted: Strikethrough

#### ~~b. c.~~ Eligibility

All ~~bargaining-unit~~ District employees are eligible to participate in this program except that an employee may not donate accrued sick leave if his or her accrued sick leave balance would decline below forty (40) hours after making such a donation.

#### ~~e. d.~~ Participation

Deleted: ¶

Participation in this program, as either a recipient or a donor, shall be strictly voluntary and shall not affect the donor's sick leave incentive eligibility. If the donor wishes, his or her name maybe released.

Formatted: Not Strikethrough, Highlight

Formatted: Highlight

T.A.  
Spaulley  
5/22/13  
J. Spaulley  
5/22/13

e. Definitions:

1. Donor: Donor means an eligible employee who transfers his or her paid leave to an account maintained for the benefit of an eligible recipient. A donor may transfer up to a maximum of forty (40) hours of paid leave to each Supplemental Sick Leave Account.
2. Immediate Family Members: An immediate family member means a person who is eligible for dependent coverage under the any of the employee health plans offered by the District.
3. Paid Leave: Paid leave means an employee's accrued sick Leave, accrued vacation, and accrued floating holidays.
4. Recipient: Recipient means any District employee, who meets the eligibility conditions precedent to the establishment of a Supplemental Sick Leave Account for the benefit of that employee.

f. Benefit Disbursement Conditions:

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

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

g. Establishment of Supplemental Sick Leave Account:

1. An employee desiring to establish a Supplemental Sick Leave Account (or a Department Manager/Director acting on behalf of the employee) must contact his or her department office or the Human Resources Department and obtain a request form. The form must be completed in detail and submitted to the Department Manager/Director for review and forwarded to the Human Resources Department for approval or denial by the Director, Human Resources.
2. Once a request has been approved, the Human Resources Department will notify other departments that a request has been approved and that a notice to employees is to be posted. The notice shall alert employees who wish to donate accrued time that they must fill out a donation form and return it to the Human Resources Department within thirty (30) calendar days of the establishment of the Supplemental Sick Leave Account.
3. The donor form used by the Human Resources Department shall contain a declaration by the donor to the effect that the donation is to remain anonymous or the donor grants permission to reveal his or her name to the recipient.
4. The Human Resources Department shall notify the Payroll Department of the recipient's name and the paid leave transfers that have been authorized, and the Payroll Department shall establish an appropriate account and code for this purpose.
5. Once all hours donated have been verified, each employee's accrual balance will be reduced, and all hours donated will be credited toward the account. Generally, hours may be donated in any amount, except floating holidays may only be donated in blocks of 8 hours.
6. Donations will be credited to the intended recipient's sick leave account on a "first in, first used" basis. If the total donations exceed the amount used by the recipient or the 480 hour maximum, the remaining donations will not be deducted from the donor's account.
7. A donation may only be made one time per donor for each occurrence in which a Supplemental Sick Leave Account has been established.

**REQUEST FOR THE ESTABLISHMENT OF A  
SUPPLEMENTAL SICK LEAVE ACCOUNT  
(IBEW Members)**

I, \_\_\_\_\_, hereby request to establish a Supplemental Sick (Print  
Name)

Leave Account for \_\_\_\_\_.

S/he is an (employee/family member) who has sustained a serious illness/injury which  
qualifies for the program as defined in:

IBEW: Article 16 of the labor agreement

I am currently certified under the FMLA and attest that my condition falls within the  
definition contained within this policy; OR

The following is a brief description of the qualifying event:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary.)

I, \_\_\_\_\_ (print name), certify that the above information is true and  
correct. I understand that falsification of the above qualifying event will result in  
disciplinary action, up to and including termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For use by HR Department:

S/he has \_\_\_\_\_ hours of Sick Leave and \_\_\_\_\_ hours Vacation as  
of \_\_\_\_\_.

I have reviewed the circumstances of this request and concur that it satisfies the  
requirements for establishing a Supplemental Sick Leave Account.

\_\_\_\_\_  
HR Program Administrator

32.

ARTICLE 17: BEREAVEMENT LEAVE

SECTION 17.1 a 1- LEAVE PROVISIONS

Attendance at the funeral of employee's spouse, domestic partner, parents of employee, and spouse or and domestic partner, children and grandchildren of employee, and spouse or domestic partner, brothers and sisters of employee, and spouse or domestic partner, natural grandparents of employee and spouse, or domestic partner and son-in-law and daughter-in-law, up to a maximum of three (3) workdays per occasion.

T.A.  
4-24-13  
The Joint  
4/24/2013

**RT – IBEW CONTRACT NEGOTIATIONS 2013  
SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 19 – Family And Medical Leave**

**35. Article 19.1.b**

b. An employee with at least 1,250 hours of service during the previous twelve (12) month period may be eligible for an unpaid leave for up to twelve (12) workweeks in a twelve (12) month period. Family and Medical Leave may be granted for:

1. The birth of a child of the employee, the placement of a child with the employee in connection with the adoption or foster care placement of the child (leave for these reasons must be taken within the twelve (12) month period following the child's birth or placement with the employee); or
2. ~~To care for~~ An immediate family member, child, parent or a spouse who has a serious health condition; or
3. ~~To care for~~ **An** employee's own serious health condition that makes him or her unable to work at all or unable to perform any one or more of the essential functions of his or her position, except for disability caused by pregnancy, childbirth or related medical condition.

Handwritten signature and date: 2/27/13



**RT – IBEW CONTRACT NEGOTIATIONS 2013  
SACRAMENTO REGIONAL TRANSIT NEGOTIATION PROPOSALS**

**Article 19 – Family And Medical Leave**

**36. Article 19.3**

- a. Family and Medical Leave shall be limited to twelve (12) workweeks (**480 hours**) in a twelve-month period. If both parents are employed by the District, **said** twelve (12) workweek (**480 hours**) period may be divided between both parents.

TA  
2/27/13

**CONFIDENTIAL**

**RT – IBEW 1245 LABOR NEGOTIATIONS  
COUNTER PROPOSAL TO RT #38**

**ARTICLE 26: LIGHT DUTY**

**SECTION 26.1 - TEMPORARY LIGHT DUTY**

- a. Upon receipt of a written request, the District will make light duty work available to employees who have become temporarily unable to perform the full functions of their regular job, subject to the following provisions:
1. The employee has been medically restricted from performing the full functions of his or her regular, full-time job.
  2. The employee's and/or District's physician has reviewed and certified that the light duty tasks are within his or her physical limitations and will not aggravate the employee's condition. In the event of a dispute due to differing medical opinions (non-industrial illness/injury), the matter shall be resolved by submitting it to another physician mutually agreed upon by the District and Union. This physician's determination shall be final. Resolution of disputes pertaining to industrial illnesses or injuries shall be resolved pursuant to the guidelines mandated by state law under the provisions of the California Labor Code.
  3. The employee shall be paid his or her regular hourly rate of pay for all light duty work performed.
  4. An employee offered light duty work which meets the provisions of 1, 2, and 3 above may not refuse such work.
  5. Light duty work may be made up of duties within a single classification or a combination of duties from an assortment of classifications put together to make the job. Such work, in whole or in part, may be made up of non-bargaining unit work.
  6. Nothing herein is to be construed as a guarantee as to the duration of an individual's light duty or that light duty work will be available in all instances.
  7. All time worked on light duty will be counted as regular paid time for purposes of determining benefit eligibility, accruals, and overtime pay.

TA  
5/22/13  
M. Baker  
TA 5/22/2013  
Shirley L. L.

RT – IBEW 1245 LABOR NEGOTIATIONS

November 14, 2013

**District Counter Proposal**  
**August 23, 2013**

**ARTICLE 31: WORK CLOTHING**

**Section 31.1 c – Uniform Allowance**

(Union #37)

District proposes to form a labor-management committee to work jointly on the IT~~8~~ for new uniforms.

TA  
11-14-13  
P. Barber

TA  
11/14/2013  
Shirley

RT – IBEW 1245 LABOR NEGOTIATIONS

November 14, 2013

District Counter Proposal  
June 21, 2013

**ARTICLE 31: WORK CLOTHING**

Section 31.3 a - Safety Shoes

(Union #37)

Effective upon implementation of this Collective Bargaining Agreement the amount of the voucher provided to employees for the annual procurement of required footwear will be increased by \$25 from \$125 to 150.

TA  
11-14-13  
Barber

TA  
11/14/2013  
Shirley