

Date: November 29, 2016

Omnitrans and ATU Local 1704 Tentative Agreement

The ATU Local 1704 is recommending a Yes vote on the Tentative Agreement.

Summary of Omnitrans and ATU Local 1704 Tentative Agreement

Tentative Agreement meeting will be on Monday December 05, 2016 @ 1000, 1300, 1500, and 1700 at the Union office 600 N. Arrowhead Suite 100, San Bernardino Ca, 92404

Tentative Agreement voting will be on December 6, 2016 0800 to 1700 on both Omnitrans properties.

Here is a look at the meat and potatoes of the Tentative Agreement they are as follows: Article 34 Comprehensive Benefits, Article 58 Part-Time Provision and Article 60 Wages.

In Article 34-there are a few changes where we are moving away from the bucket in exchange for the option of percentages the advantage of this is when new rate increase come out Omnitrans covers more of the increase whereas the bucket freezes and then that is more money out of your pocket. Insurance agency paid went from \$25,000 to \$30,000 Optional Life insurance will be paid by the employee currently .46 cents per 1000.00 dollars coverage so 25,000 per month would be 11.50 per month for total of \$55,000 in life insurance and is paid for any death except suicide. And an Opt-Provision for employees who have insurance else where's can opt-out for 250.00 a month towards a 457 retirement plan.

In Article 58-there are only a couple of changes to this article the percentage of what Omnitrans will pay for insurance (30%) and the wage progression and you may have a pair of shorts Omnitrans will provide you.

In Article 60- Wages overall will see an (8%) increase over the next three years where as Omnitrans is picking up all the pension contributions (7%). Upon ratification (2.5%) year 2 (2.75%) year 3 (2.75%) and a one time 150.00 net stipend upon ratification of the BOD of Omnitrans for actively working but not for students and paid on Dec 20, 2016 check. Your new payrate will accrue starting Dec 12th and paid on first check in January 3rd, 2017.

TENATIVE AGREEMENT
11/22/16
Article 34
COMPREHENSIVE BENEFITS

1. Life Insurance - Effective upon ratification of this agreement, the Agency shall provide to each full-time employee life insurance coverage in the amount of ~~\$25,000~~ **\$30,000**. The effective date of coverage is the first of the month following the date of promotion to full-time status. Coverage includes an Accidental Death and Dismemberment Policy with face value equal to the amount of life insurance provided.

2. Health Insurance - First full pay period of the next month following ratification, the Agency shall contribute **one-hundred percent (100%) of the premium cost to each full-time employee regardless of plan; eighty-five percent (85%) of the Kaiser premium cost regardless of plan for two party; and, sixty-five percent (65%) of the Kaiser premium cost** regardless of plan for family. ~~to each full-time employee up to \$512.50 per pay period for single/two party and \$572.50 per pay period for family for the first two pay periods of each month. While on medical leave, health benefit bucket will be paid up to one (1) year. After the one (1) year, COBRA will be offered. If there is a negotiated increase to the Agency's contribution amount, that contribution will be implemented one (1) month prior to the annual plan year.~~

~~The Agency will continue to pay the employee's contribution to PERS for the two (2) third (3rd) payroll periods that occur in the same calendar month annually.~~

~~Available dollars must first be applied to pick up employee health, dental, vision, and retirement contributions (PERS) followed by optional term life insurance premiums the extent that such dollars are available.~~

Description of Benefits:

- A. Health, Dental and Vision Insurance – under this benefit, the Agency will make available program(s) mutually agreed upon by the parties. Any portion of the premiums not covered by **the Agency** application of benefit dollars shall be automatically deducted from the employee's paycheck.

PPO Dental will continue to be offered as an option for employees wishing to purchase this insurance at their expense.

- B. ~~Pick up of e~~ **Employee retirement contribution (PERS)** – under this benefit, **The employee will pay their contribution to PERS.** ~~remaining dollars if any, shall be used to pay the employee's contribution to the Public Employees Retirement System.~~
- C. **Optional Term Life Insurance** – under this benefit, ~~remaining dollars, if any, shall be used to pay optional term life insurance premiums for term insurance currently available to Unit employees or any other program mutually agreed upon by the parties. Any available remaining dollars may be used to purchased~~ **by the employee** ~~optional term life insurance to the extent such dollars are available but in no case greater than \$20,000~~ **\$25,000** ~~of such optional life insurance. Any portion of the premium not covered by application of benefit dollars shall be automatically deducted from the employee's paycheck.~~
- D. **Retiree Medical Benefits** – Omnitrans will deduct \$13 per pay period from each full-time employee's wages. The agency will match the \$13 per pay period deduction and deposit those funds in the **ICMA IMGA Vantage Care**. This deduction will only be made for the 24 paid periods per year excluding the two (2) third (3rd) payroll periods that occur in the same calendar month annually.
- E. **Opt Out Provision – The Medical Plan offers an Opt Out Provision to employees who have alternate creditable coverage as determined by Northwest Administrators, Inc. Employees also have the right to opt back into the Plan should such other creditable coverage cease. Such opt back in will become effective the month following notification of such loss of alternative coverage. The employee must provide appropriate documentation to either opt out or opt back into the Plan. Full-Time employees who opt out will receive two-hundred fifty (\$250) dollars a month into the ICMA 457 Plan. Part-Time employees who opt out will receive one-hundred twenty-five (\$125) dollars a month into the ICMA 457 Plan.**

APPENDIX "A"
HEALTH AND WELFARE

Regular Employees:

For the purpose of this Appendix "A", a regular Coach Operator for whom the Employer is required to make monthly contributions is an employee within the bargaining unit.

Dates of Contributions:

The first contribution of a new Full Time employee shall be due on the first day of the month next following thirty (30) days of employment. One (1) additional premium will be paid for Full-Time employees who leave work because of layoff due to a reduction in force.

Contribution Rates and Benefits:

Basic Hospital and Medical coverage's for employees and eligible dependents under the Northwest Administrators Inc., Medical Plan SD, which includes Vision, Prescription and Dental at the monthly cost as illustrated below in effect as of October 1, ~~2016~~ 2014.

	Anthem Blue Cross	Kaiser
	\$15.00 Medical Co Pay	\$15.00 Medical Co Pay
Single (100%)	\$490.12 569.12	\$460.12 505.12
Two Party (85%)	\$935.18 1089.18	\$876.18 962.18
Family (65%)	\$1,412.10 1647.10	\$1,322.10 1453.10

~~Program Costs:~~

~~All costs of the programs described above, including administration, shall be borne by the Employer contribution, except as provided in Maintenance of Benefits as described below.~~

Due Dates:

Monthly contributions required under this Article 34 shall be due on the first (1st) day of the calendar month and shall be paid no later than the tenth (10th) of the same month.

Maintenance of Benefits:

It is the intention of the parties hereto that the benefits described in this Article shall be maintained throughout the term of this Agreement. ~~All costs of the programs described above, including administration, shall be borne and paid by the Employer, subject to the following limitations. The Employer agrees to pay up to the maximum amount set forth below to provide such benefits:~~

Effective *	Pay Period Amount	Maximum Per Month
First Pay Period of the Month following Ratification	\$512.50 Single/Two Party \$572.50 Family	\$1,025.00 Single/Two Party \$1145 Family
September 2015	\$537.50 Single/Two Party \$572.50 Family	\$1,075.00 Single/Two Party \$1145 Family

~~*Subject to change based on plan date.~~

~~Any portion of the premium not covered by application of benefit dollars shall be automatically deducted from the employee's paycheck.~~

NOTE: Northwest Administrators (NWA) require a signed and ratified labor contract. Therefore, if this MOU is imposed, the contract with Northwest Administrators Inc., Medical Plans SD is voided and comprehensive benefits will be negotiated with other carriers.

**TENATIVE AGREEMENT
11/22/16**

**Article 58
PART-TIME PROVISION/PART-TIME
COACH OPERATORS**

Omnitrans will hire part-time Coach Operators in accordance with the provisions set forth below:

- A. Part-time Coach Operators shall be covered under all sections of the M.O.U., and all other applicable rules and regulations, except for those sections specifically exempted herein.
- B. The maximum number of part-time Coach Operators under this Article shall not exceed fifteen percent (15%) of the number of full-time Coach Operators.
- C. Following the training period, part-time Coach Operators will be paid at the same hourly **and wage progression** rates as full-time Coach Operators, **as outlined in Article 60.** ~~subject to wage progression based upon 1,040 hours worked in Step A, 1,040 hours worked in Step B and 2,080 hours worked in each succeeding step.~~ A Part-time Coach Operator who has been selected for a full-time position shall carry their current wage progression level into the full-time position.
- D. Part-time Coach Operators shall be paid for all time during which they are required by Omnitrans to perform any duties. Part-time Coach Operators will not be eligible for time or pay guarantees or for penalty pay provisions.
- E. Part-time Coach Operators will be eligible for uniforms issued as specified below:

1 Jacket	5 Shirts
2 Trousers	2 Ties
<u>1 pair of shorts</u>	

Part-time Coach Operators will be allowed to purchase and wear optional items as described for full-time operators in Article 40, paragraph B, of this M.O.U.

F. Part-time Coach Operators will not be eligible for paid leave or other fringe benefits applicable to full-time Coach Operators except:

1. On no service Holidays per Article 36[a] paid at four (4) hours.

2. Sick Leave – See Article 24

G. Part-time Coach Operators will not accrue seniority while so employed. A part-time Coach Operator who applies and is accepted for employment as a full-time Coach Operator shall for all purposes accrue service or seniority only from the date of hire as a full-time Coach Operator.

H. One time per calendar year a part-time Coach Operator can request one (1) full, open un-bid week off. The request must be submitted no sooner than seventy-two (72) hours nor later than twenty-four (24) hours before the requested time off, excluding Saturdays, Sundays and holidays. The employee will not be charged an absence and the week off will be unpaid.

I. Part-time Coach Operators will not work more than thirty (30) hours per week, except in cases of emergency (i.e., manpower workforce shortage, national or local disaster, etc.)

J. **Health Insurance – The Agency shall contribute thirty percent (30%) of the premium cost for employee only. See Article 34 Section E for opt out provision.** The Agency shall contribute per month to each part-time employee, after ninety (90) days of employment, for Health Insurance Benefits. ~~Year 1, \$120.00 per pay period for the first two pay periods of each month; Year 2, \$126.84 for single/two party and \$141.60 for family per pay period for the first two pay periods of each month; Year 3, \$133.06 for single/two party and \$141.60 for family per pay period for the first two pay periods of each month effective date is the same as Article 34. Part-Time Operators will be paid 4 hours holiday pay for the 6 regular holidays upon ratification. Upon proof of current health insurance coverage from another source, this benefit amount may be applied toward the employee retirement contributions (PERS) or dental insurance premiums.~~

**TENATIVE AGREEMENT
11/22/16
Article 60
WAGES**

For Employees Hired Before xx/xx/xxxx (Ratification Date)

Progression Rates:

Step A: rate will be paid upon certification as a Coach Operator classification by the Training Department.

Step B: rate will be paid upon completion of 1,040 hours actively worked as defined in Article 27 in Step A

Step C: rate will be paid upon completion of 1,040 hours actively worked as defined in Article 27 in Step B.

Steps D,E,F: will be paid upon completion of 2,080 hours actively worked as defined in Article 27 in each respective movement from one step to the other.

STUDENT COACH OPERATOR RATE OF PAY

All student Coach Operators will be paid at the training rate of 75% of current Step A rounded to the nearest quarter dollar per hour for all hours worked.

	A	B	C	D	E	F
Year 1 *	\$16.33 \$17.88	\$17.32 \$18.97	\$18.36 \$20.10	\$19.47 \$21.32	\$20.62 \$22.58	\$21.88 \$23.96
(+9.5%)						
Year 2	\$18.37	\$19.49	\$20.65	\$21.91	\$23.20	\$24.62
(+2.75%)						
Year 3	\$18.88	\$20.02	\$21.22	\$22.51	\$23.84	\$25.30
(+2.75%)						

*** Year 1 reflects wage of 2.5% plus PERS Sharing of 7% for a total of 9.5%**

Wage increases shall be effective from the first day of the first full pay period after ratification and during subsequent years, from the first day of the first full pay period after April 1, 2017 and April 1, 2018.

For Employees Hired on or after xx/xx/xxxx (Ratification Date)

Progression Rates: Approved step increases shall be effective from the first day of the first full pay period after meeting the required amount of hours worked.

Step A: rate will be paid upon certification as a Coach Operator classification by the Training Department.

Step B: rate will be paid upon completion of ~~1,040~~ **2,080** hours actively worked as defined in Article 27 in Step A

~~Step C: rate will be paid upon completion of 1,040 hours actively worked as defined in Article 27 in Step B.~~

~~Steps D, E, F~~ **C, D, E:** will be paid upon completion of 2,080 hours actively worked as defined in Article 27 in each respective movement from one step to the other.

STUDENT COACH OPERATOR RATE OF PAY

All student Coach Operators will be paid at the training rate of 75% of current Step A rounded to the nearest quarter dollar per hour for all hours worked.

	A	B	B C	C D	D E	E F
Year 1 *	\$16.33 \$17.88	\$17.32	\$18.36 \$20.10	\$19.47 \$21.32	\$20.62 \$22.58	\$21.88 \$23.96
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Year 3	\$18.88		\$21.22	\$22.51	\$23.84	\$25.30
(+2.75%)						

*** Year 1 reflects wage of 2.5% plus PERS Sharing of 7% for a total of 9.5%**

Wage increases shall be effective from the first day of the **first** full pay period after ratification and during subsequent years, from the first day of the **first** full pay period after April 1, **2017 and April 1, 2018.**