

Highlights of IBEW Tentative Agreements		
No.	Description	Section of Contract
1.	Three-year contract through December 31, 2025	2.01
2.	Agreement on Management Rights and Courteous and Responsible Relationships	NEW
3.	3.4%, 3.4%, 3.2% wage increase each year of the Agreement	11.05
4.	\$500 per person signing bonus provided that the Tentative Agreement is ratified on the first vote	11.07
5.	Agreement on Union Security	8.0
6.	Agreement to Appreciation pay (\$1.20 per hour for all hours worked btw March 4, 2020 to January 22, 2022.)	11.08
7.	Agreement on Casual Vacation	20.03
8.	Agreement on Vacation Carryover- An employee may carry over a maximum of 2 weeks of unused vacation of the current year to the following year.	20.04
9.	Agreement that the District will add Juneteenth to the District Holiday, and giving the employee the ability to swap working an holiday to a regular nonwork day	21.01, 21.07, 21.08, 21.09
10.	Updated the language for Bereavement Leave to make sure we were in compliance with the new law.	26.01
11.	Change the District paying \$30,000 of Group Life Insurance to 2 times each employee's annual base pay for each active employee	27.06
12.	Agreement that based on the District needs the District may reassign employees between sign-ups for reasons other than bona fide training assignments.	31.01
13.	Defined the word "vacancy" to mean more than 30 days	31.02
14.	Agreement that the District will provide uniforms (11 sets shirts/pants and jacket); the District will provide a shoe voucher (\$180 value); %550 tool allowance	34.04, 34.05, 34.08

(IA) *Cydr*
12-15-22
[Signature] 12-15-2022

AC TRANSIT AMENDED DISTRICT PROPOSAL #8 and 9

Passed to IBEW on November 15, 2022

BASIC PRINCIPLES

In making this Agreement, the District has considered the fact that the Union and the employees within the bargaining unit represented by the Union are recognized by the National Labor Relations Board and the District's predecessor, Key System Transit Lines, and was so recognized in the Agreement dated the 23rd day of June 1960, between Key System Transit Lines and the Union, which Agreement was assigned to the District on October 1, 1960.

Therefore, pursuant to said purpose and facts the parties hereto agree as follows: It is recognized that the District is engaged in public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the District and its employee members of the Union.

The District shall not by reason of the execution of this Agreement abrogate or reduce the scope of any present wage rate of any employee covered hereby or change the conditions of employment of any such employee to his/her disadvantage.

The foregoing limitation shall not limit the District in making a change in a condition of employment if such change has been negotiated and agreed to by the District and the Union. There shall be no stoppage of work either by strike or lockout because of any dispute over matters relating to the provisions herein or during the time that any grievance or other matter is under arbitration as provided hereinafter. All such matters must be handled in the manner later provided in this Agreement.

Management's Rights

The Union and District agree that both have obligations and responsibilities to see that the statutory objectives and mission of the District are attained.

The District has the duty to execute Management responsibilities and rights to attain this goal and the Union recognizes those District responsibilities.

The Union and the District agree to cooperate fully in the establishment and maintenance of harmonious and orderly relations and recognize the need for good working conditions, fair and impartial discipline and treatment of employees, and efficient operation. ~~The Union recognizes that the Employer has the duty and the right to manage its facilities and to direct the working forces. This includes the right to hire, transfer, promote, demote, layoff, discipline, and discharge Employees, subject to the terms of this Agreement and the grievance procedure.~~

COURTEOUS AND RESPONSIBLE RELATIONSHIPS

There is a mutual and supportive interest in establishing and maintaining a harmonious relationship between the District and the Union. Therefore, all will benefit by continuous coordination and by addressing any differences with reasonable and practical methods. The Union and the Employer shall be responsible for modeling and implementing the commitments of this section.

The Union and the Employer, including all Alameda – Contra Costa Transit District managers, supervisors, Employees, and Union staff, agree strive to achieve the following:

Treatment of One Another Regardless of Profession.

That ethical and fair consistent treatment of one another is an integral part of providing high quality service. To treat one another, regardless of position or profession, with dignity, respect, and trust, and recognize and appreciate the individual contribution each of us makes in our daily work.

Regardless of Profession.

~~To treat one another, regardless of position or profession, with dignity, respect, and trust, and recognize and appreciate the individual contribution each of us makes in our daily work.~~

Ensuring Courtesy.

To exhibit a personal, caring attitude toward each person with whom we interact and do so in ways that ensure courtesy, compassion, kindness and honesty.

Communication and Input.

To treat one another in the ways we want to be treated ourselves, including clear communications of expectations regarding performance, support of individual opportunities for growth, and provision of opportunities for input into decisions when they impact people directly.

IBEW 1245 – AC Transit Negotiations

IBEW 1245 Proposal: U1

Tendered to AC Transit: 10/19/22

3yr Term
TA
Clyde
12-15-22

ARTICLE III GENERAL PROVISIONS


12-15-22

SECTION 11.0 BASIC HOURLY WAGE RATES

11.05 Wage Increases:

Effective January 1, 2023, all employees will receive a 3.4% ~~8.5%~~ general wage increase.

Effective January 1, 2024, all employees will receive a 3.4% ~~7.0%~~ general wage increase.

Effective January 1, 2025, all employees will receive a 3.2% ~~6.5%~~ general wage increase.

[see Attachment A for details of wage increases]

~~11.06 Equity Adjustment (in addition to increase in basic hourly wage rate)~~

~~Equity Adjustment (in addition to increase in basic hourly wage rate)~~

~~11.06 Effective January 1, 20232021, January 1, 2024, and January 1, 2025 special equity adjustments for Journey Level classifications of Senior Electronic Technician, Electrician, HVAC Technician and Facilities System Technician of one percent (1%), and effective January 1, 20242022, special adjustment for Journey Level classifications of Senior Electronic Technician, Electrician, HVAC Technician and Facilities System Technician one percent (1%), to bring these classifications more consistent with other comparable Bay Area public agencies. The District shall continue to maintain the wage rate of Electronic Support Worker at seventy percent (70%) of the Senior Electronic Technician wage scale.~~

~~These special adjustments shall be activated only when these conditions are met:~~

- ~~1. The classification is considered a "trade" classification. All classifications in IBEW 1245 are deemed "trade" classifications.~~
- ~~2. The District's wage for any Journey Level classification is five percent (5%) or more below market wages OR the District's wage for Electrician is ranked in the lower half of the comparator agencies~~

~~3. The District has determined the classification to be "difficult to fill."~~

~~The District will use the same market methodology as presented during negotiations.~~

11.07 Signing Bonus

Upon ratification and Board approval all employees will receive a \$2,000 signing bonus.

IBEW 1245 – AC Transit Negotiations

IBEW 1245 Proposal: U6

Tendered to AC Transit: 10/19/22

TA *[Signature]*
10-28-22

TA *[Signature]*
10.28.22

ARTICLE II

UNION SECURITY - UNION MEMBERSHIP - DEDUCTION OF DUES

SECTION 8.0

UNION SECURITY

- 8.01 The District shall deduct, once monthly, the amount of Union regular and periodic dues and service fees as may be specified by the Union under the authority of written notification by the Union certifying that the employee has voluntarily provided written affirmed consent for deduction of union membership dues or fair share service fees. Such deductions, together with a written statement of names and amounts deducted, shall be forwarded promptly to the Union office. The deductions together with a written statement of the names and amounts deducted shall be forwarded promptly to the Union office.

~~All employees coming within the scope of this Agreement, within thirty (30) working days after the date of employment, shall become and remain members of the Union during the period of this Agreement as a condition of their employment and will be on probation for ninety (90) working days to demonstrate ability to properly carry out their duties.~~

- 8.02 All employees coming within the scope of this Agreement, shall be on a probation of ninety (90) working days to demonstrate ability to properly carry out their duties. During the aforementioned probationary period, the employee shall be given detailed instructions in his/her duties. Following forty (40) working days and again within eighty (80) working days, the employee shall be given a written evaluation of his/her work performance. Any employee disqualified during the ninety (90) working day probationary period will be terminated.

- 8.03 The Union representative shall be permitted by the District to transact any business on the premises of the District, but at no time unreasonably delay the scheduled work assignment of the employee.

- 8.04 ~~The District agrees that it will deduct, but not more frequently than once a month, all membership dues from the wages of each member of the Union covered by this Agreement who shall have furnished to the District a written assignment authorizing such deduction and the payment thereof to the Union. The Union will hold the District harmless from any claims on account of any such deductions.~~

The District shall begin deductions in the amount prescribed by the Union in the first full payroll period after receipt of written notification of employee authorization from the Union. The District shall rely on written notification from the Union for authorization, revocation or changes in the deduction of dues or fees from employees.

Consistent with state law, the Union shall indemnify the District for any claims made by employees for deductions made in reliance on IBEW, Local 1245's certification regarding a dues deduction authorization.

- 8.05 The Union reserves the right to discipline its members for violations of its laws, rules and agreement, so long as the operations of the District are not adversely affected.

IBEW 1245 – AC Transit Negotiations

IBEW 1245 Proposal: U4

Tendered to AC Transit: 10/19/2022

TA *[Signature]*
12-15-22

[Signature]
12-15-2022

Section 11.08 Appreciation Pay

All employees within the IBEW 1245 unit who reported to work during the COVID-19 pandemic shall receive the following appreciation pay:

\$1.20 per hour for all hours worked between March 4, 2020 to January 22, 2022.

AC TRANSIT DISTRICT PROPOSAL #2

Passed to IBEW on October 28, 2022

TX
12.15.2022
12-15-22

20.03 Casual Vacation:

a. All employees shall have the option to use fifteen (15) days ~~three (3) weeks~~ earned vacation as casual vacation. The department manager must be notified by the first of October, prior to the December sign-up, of employee's desire to use vacation as casual vacation days.

b. The fifteen ~~three (3) weeks~~ casual vacation days may be used for any personal reason(s), provided employee ~~requests such~~ requests such vacation from Superintendent or Department Manager, in writing, no later than 11:00 a.m. on the day prior to the day to be used. Employees cannot use no more than 2 consecutive casual vacation days at a time. All requests have to be approved by Superintendent or Supervisor before requested days can be taken.

b-c.

c.d. Casual vacation will be granted on a seniority basis except during the 30 calendar day period preceding the desired casual vacation day. During this 30-day period, casual vacation will be granted for available slots on a first-come, first-served basis. The employee is responsible to verify that the requested vacation has been granted.

d.e. Casual vacation must be used in not less than one (1) day increments. Employees may not use the provisions of paragraph 20.03 for scheduled work on holidays or excused time days.

e.f. Absences of employees excused for Union business will not be charged to casual vacation.

f.g. All unused casual vacation on record as of December 31st will be paid to the employee no later than the first pay period in March.

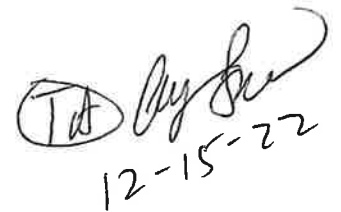
g.h. All unused casual vacation days shall be paid based upon the wage rates in effect at the time of payment, including any applicable cost-of-living adjustment.

h. i. The number of available slots will be determined by the District. In the Electronics Department the minimum guaranteed slots are four (4) slots per day total between casual and scheduled vacation Monday through Friday and one (1) slot per day on the weekend between casual and scheduled vacation days. On Thanksgiving, Christmas and New Year's Holiday weeks there will be six (6) minimum guaranteed vacation slots per day from Monday to Friday.

IBEW 1245 – AC Transit Negotiations

IBEW 1245 Proposal: U7

Tendered to AC Transit: 10/19/22

 12-15-22



12.15.22

SECTION 20.04

VACATION Carry-Over

20.04 Carry-Over:

- (a) An employee may carry over a maximum of two (2) weeks of unused earned vacation of the current year to the following year. The employee must notify department manager of desire to so carry over prior to the posting of the vacation sign-up. ~~Once the employee has taken all of carry over and earned Vacation Credits, then he/she may again carry over a maximum of two (2) weeks on the next vacation sign-up.~~

DISTRICT COUNTER PROPOSAL TO IBEW U8

Passed to IBEW on November 4, 2022

TA
12-15-22
12-15-2022

SECTION 21.0

HOLIDAYS

- 21.01 Double time and one-half shall be paid to all employees covered by this Agreement for work actually performed with a minimum equal to 20 hours at straight time on the following holidays: Employee's Birthday, New Year's Day, Reverend Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, ~~Juneteenth~~, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and two (2) floating holiday; or on the day following that is declared a legal holiday in lieu thereof, if any such holiday falls on a Sunday. All holidays outlined in Section 20.0 of the Labor Labor Agreement shall be guaranteed holidays.
- 21.02 Employees will select their floating holiday from a list posted by the District based on their respective District seniority dates with such selection to be accomplished prior to the start of the contract year.
- 21.03 Holidays as agreed to in this Section shall be observed on the days set forth in the applicable section of the Government Code of the State of California.
- 21.04 Employee's Birthday, by mutual agreement, may be observed on the Friday or Monday nearest to the actual date of the Employee's birthday or anniversary day. The employee may bank his/her earned birthday but must use it within the calendar year in which it is earned. If an employee does not use his/her birthday during the calendar year in which it is earned, he/she shall be paid for said unused day(s).
- 21.05 In the event that an agreed-to-holiday falls in an employee's vacation period, said employee shall receive holiday pay for said holiday and his/her vacation shall be extended.
- 21.06 If any holiday falls on an employee's non-work day, the District would give him/her one (1) work day off with pay to be added to his/her current vacation or, at the option of the employee, give him/her one (1) day off with pay, or one (1) day's pay for such holiday.
- 21.07 Eight hours s Straight time shall be paid when on one of the above holidays, ~~falls on an employee's regular~~
~~assigned work day and such employee does not work as a result of a holiday.~~

21.08 When working on the day that the District officially observes the holiday, the District will pay time and a half in addition to the holiday pay.

21.098 Employees will have the ability to swap scheduled holidays for another regular nonwork day. Employees scheduled to work on a holiday will have the ability to substitute the scheduled holiday for another regular nonwork day. All requests must be approved by Superintendent or Supervisor. If more than one employee requests to switch schedules for the same holiday, approvals will be made in seniority order (highest to lowest).

IBEW 1245 – AC Transit Negotiations

IBEW 1245 Counter Proposal to District Proposal 7

11/15/22

 12/5/22
JA  12/5/22

BEREAVEMENT LEAVE

- 26.01 All employees covered by this Agreement shall, in the event of the verified death of either of employee's spouse, domestic partner, children of either spouse/domestic partner, parents of either spouse/domestic partner, grandparents of either spouse/domestic partner, or brother or sister of the employee, be entitled to five (5) work days off with pay, payable only if the days of leave are regular scheduled work days for the employee and is available to work; however, the five (5) work days off must either be tied to the day of the funeral or the leave to be completed within 6 (six) months of the date of death. ~~five (5) work days off must be tied to the day of the funeral. leave to be completed within 3 (three) months of the date of death.~~ Any exception to this provision must be approved by the Director of Maintenance. Additional documentation must be provided.

IBEW 1245 – AC Transit Negotiations

IBEW 1245 Proposal: U9

Tendered to AC Transit: 10/28/22

TA
Clyde 12-15-22

 12.15.22

SECTION 27.06

Life Insurance

27.06 Life Insurance:

(a) The District will provide ~~\$30,000~~ Group Life Insurance in the amount of two (2) times each employee's annual base pay for each active employee.

(b) Effective January 1, 1984, the District will provide the opportunity for each active employee to purchase up to an additional \$100,000 Voluntary Term Life Insurance (\$10,000 guaranteed; \$90,000 in increments of \$10,000 subject to a statement of health).

TA cy 11-15-22



IBEW 1245 – AC Transit Negotiations

IBEW 1245 Counter Proposal to District Proposal 34

11/15/22

SECTION 31.0

CLASSIFICATION – SENIORITY SIGN-UP -BIDS - VACANCIES

1.1 31.01 SENIORITY SIGN-UPS

(h) ~~If the District wishes to reassign employees between sign-ups for other than bona fide training assignments, it shall seek volunteers by seniority from among those with the necessary qualifications. In the absence of such volunteers, the qualified employee with the least Classification Seniority shall be reassigned for a period not to exceed ninety (90) days.~~

(h) Based on the business needs, the District will may reassign employees between sign-ups for reasons other than bona fide training assignments, it shall seek volunteers by seniority from among those with the necessary qualifications. In the absence of such volunteers, the qualified employee with the least Classification Seniority shall be reassigned for a period not to exceed ninety (90) days.

**AC TRANSIT
DISTRICT PROPOSAL #6**

Passed to IBEW on October 28, 2022

TA
12-15-2022
12-15-22

SECTION 31.0

CLASSIFICATION – SENIORITY SIGN-UP -BIDS – VACANCIES

31.02 Classification-Bids-Vacancies

The word "vacancy" is defined to mean a shift vacated more than 30 days through long term sickness, Industrial Injury, leave of absence, dismissal from service, or assignment to any other line of duty by the District.

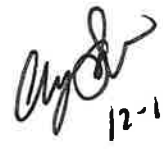
- a. If an employee is assigned temporarily from one type of work to another, he/she shall receive the higher rate of pay prevailing for the other type of work, but in no event less than his/her regular rate of pay.
- b. The District will fill vacancies based on business needs. If a determination is made to fill a vacancy, the District will fill vacancies by transfer or promotion if qualified employees are available. Qualifications are to be determined by the District, and this includes all minimum qualifications. In filling such vacancies, first preference shall be given to the qualified employee within the classification where the vacancy exists with the greater classification seniority. If such vacancy is not filled from within the same classification, it will be offered to the employee in one of the other classifications within the bargaining Unit with the greater Department Seniority who is determined to meet the qualifications of the District. The District has a right to seek volunteers with similar shift, who meets the necessary qualifications, if necessary, change location, based on the business needs of the District.

NOTE: Classification includes the Electrician, Senior Electronic Technician, HVAC Technician, Facilities Systems Technician, and Electronic Support Worker. Further, Department Seniority is defined as all time spent in any classification recognized under the recognition clause of this Agreement.

- c. Vacancies shall be posted on bulletin boards for a period of five (5) days and notification sent electronically to all bargaining unit members at their District e-mail account, and the Business Representative, during which employees may make application. Applicants entitled to such vacancy by reason of seniority shall be given a trial not to exceed thirty (30) working days if such trial will not endanger his/her own life, the lives of fellow workers, or the general public. During the aforementioned trial period, the employee shall be given detailed instructions in his/her duties. Within fifteen (15) working days the employee shall be given a written evaluation of his/her work performance. Employees disqualified during the thirty (30) working day trial period, shall be returned to their previous position without loss of seniority.

- d. If no employee applies for the vacant position and the operational needs of the District require that the position be filled immediately, the District may require the qualified employee with the least classification seniority to fill the position for a period not to exceed ninety (90) days, provided that no employee shall suffer a wage loss as a result of such temporary assignment.

AC TRANSIT DISTRICT PROPOSAL #5

TA  12-15-22

District Counter Proposal to Union Counter Proposal to District #5
Passed on 12/15/22

 12.15.22

SECTION 34.0

FACILITIES AND EQUIPMENT FURNISHED BY THE DISTRICT

- 34.01 Safety paraphernalia such as rubber gloves, hoses and blankets shall be furnished and maintained in first-class condition.
- 34.02 All regular maintenance trucks and cars shall be equipped with first aid sets.
- 34.03 Suitable places shall be furnished for bulletin boards for the posting of notices and bulletins pertaining to the Union's and/or the District's affairs.
- 34.04 ~~The District shall give each employee a five hundred and twenty-five dollars (\$525) voucher annually for the purchase of coveralls or pants shirts, a winter coat and related workwear. If the vouchers are not provided by October 1st of the fiscal year, the District will issue the five hundred and twenty-five (\$525) as an allowance check by the end of October in the same year. Employees are responsible for cleaning their own work clothing. Rain gear shall be made available to employees on an as needed basis.~~

The District and IBEW 1245 agree to form a uniform committee where the committee will determine the selection of uniforms. The uniform committee will consist of 3 members of the IBEW 1245 bargaining unit and up to 3 members of management. The Director of Maintenance agrees to meet and discuss with IBEW 1245 uniform committee in the selection of uniforms. The District shall provide all IBEW employees with eleven (11) sets Shirts/Pants. All shirts will be issued with employee names. All shirts will be issued with employee names. The District at its expense will clean all shirts and pants. The District shall replace any shirts or pants that are no longer serviceable. Each IBEW employee who is required to perform any part of his/her regular work shift exposed to adverse weather conditions shall be issued a winter coat, raincoat, and related workwear raincoat. Raincoats Winter coats and raincoats shall be replaced as required by the District every year and as needed. Uniforms lost Lost Shirts, and pants and/or winter coats raincoats lost by the employee will be replaced at the expense of the IBEW employees. The shirts, pants, and raincoat winter coats, and raincoats issued shall be returned to the District when the employee leaves the Maintenance Department. The cost of the replacement of lost garments (loss charge) shall be deducted from the employee's pay for the shirts, pants, and winter coat, and

raincoat and/or raincoat issued but not returned.

34.05 ~~(a) All new full time IBEW 1245 employees shall receive an annual initial tool/shoe allowance of five hundred and fifty dollars (\$550) payable in April, four hundred and twenty-five (\$425) and an annual tool/shoe allowance of seven hundred and twenty-five dollars (\$725) payable in the first week of April. The District and the Union will meet to develop a tool list for each classification within six months of ratification of the contract.~~

(b) The District will provide each employee a voucher for one (1) pair of regulation safety shoes per fiscal year/contract calendar year during the first week in April. All shoe vouchers will be for the equivalent of the full cost of Redwing shoes. It is the employee's responsibility to purchase and wear appropriate footwear which complies with the requirements. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of slippage shall not be worn. In any event, tennis shoes will not be allowed.

34.06 No employee will be paid the initial tool allowance and the annual tool allowance in the same year.

34.07 The initial tool allowance shall not be paid more than once to any employee.

34.08

The District will require that all employees in designated areas wear oil-based resistant, non-skid safety shoes. Some job classifications could also require, steel-toed shoes, including safety toe and electrical hazard EH (ASTM-F2412). The safety steel-toed shoe requirements by job classification will be set apply when required by Safety Manager or OSHA Regulations.

~~All employees are required to wear oil-based, non-skid shoes in areas as designated by the District. It is the employee's responsibility to wear appropriate footwear which complies with the requirements. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of slippage shall not be worn. In any event, tennis/athletic shoes will not be allowed.~~

The District will require that all employees in designated areas wear oil-based resistant, non-skid safety shoes. Some job classifications could also require, steel-toed shoes, including safety toe and electrical hazard EH (ASTM-F2412). The safety steel-toed shoe requirements by job classification will be set apply when required by Safety Manager or OSHA Regulations.