

**NCPA PACKAGE PROPOSAL TO IBEW
10-27-2015**

**Union Counter Presented 10-27-15 @1600
Re-submitted 10/28/2015**

1. All Tentative Agreements Executed By the Parties:

- * Section 4.1, 4.3, 7.1, 7.2 – Eliminate 1840/2080 Plan (10-27-37)
- *Section 5.1: Casual, Temporary and Regular Employees (9-04-15)
- *Section 6.5 Striking Friday after Thanksgiving holiday scheduling requirement (9-23-15)
- *Section 7.1(c) Call-Outs and Cancellation of Overtime (9-04-15)
- *Section 7.1 (d) 2, Pre-Arranged Overtime Clarification (10-26-15)
- *Section 8.1 a Shift Non-Shift and Four Tens Employees (10-26-15)
- *Section 8.1 d: Meals and Transportation (9-23-15)
- *Section 8.2(c): Agency Travel Transportation and Travel Time (9-23-15)
- *Section 9.2: Boots and Prescription Eyewear (9-24-15)
- *Section 11.1: Leaves (9-04-15)
- *Section 12.3 Maximum Vacation accrual (9-24-15)
- *Section 12.4 Scheduling of Vacation (9-23-15)
- * Section 10.1 Temporary Work Location Assignments (10-26-15)
- * Section 11.2 Medical (FMLA) and Maternity Leave (10-27-15)
- * Section 13.1 Education (10-26-15)
- * Section 15.1 Retirement Plan (10-27-15)

2. 1840/2080 (Section 4): IBEW 1245 10-26-15 counter to Agency's 9-23-15

Agency to present membership explanation in coordination with Union's Tentative Agreement explanations.

- Keep Union Counter presented on 10/16/15 and again on 10/26/15 to Agency proposal on Section 7,1 (d), Overtime (POT clarification) open for discussion. (TA'ed 10-26-15)

3. Section 14:

***14.7 Flexible Spending Account: Amend to provide that effective in 2016 reduce Agency 405.11 contribution from \$1,000.00 to \$500.00 annually and accept Agency proposal from 10/26/15 on \$500 FSA debit card.**

***14.1 Medical Insurance: Retain current 90%/10% split of premium sharing based on PERS Choice family rate until all NCPA employees are subject to the following: Agency to contribute 90% Kaiser Sacramento Region Family rate toward medical coverage. In addition, Geo based active employees, where Kaiser is not available, and former Geo-based employees retired in the same region will receive an additional \$75/month toward healthcare premium costs.**

In the event that the Agency and the Union accept the terms of this package proposal the parties shall commit to a "Yes" recommendation to both Union membership for ratification and Agency Commission membership for approval. In the event that the Agency rejects the terms of this package proposal, Union and Agency proposals as of 10-26-2015 shall remain in effect.

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These provisions shall become effective no sooner than January, 2016 and only when all NCPA employees are subject to the same premium sharing formula.

*Amend Section 14 to provide for the following:

The Agency and the Union agree to meet and discuss in good faith health and welfare plan costs, options, and providers, outside of those plans offered through Cal-PERS in order to manage and contain healthcare costs. Purchasing health and welfare coverage outside of Cal-PERS must be reached by mutual agreement between the parties."

4. Union Proposal 17: Revise for General Wage Increases as follows:
1/1/2016 3.75%, 1/1/2017 3.50%, 1/1/2018 3.25%

SIDE LETTER

Should any other NCPA bargaining unit ~~or group of employees~~ receive a GWI that is more advantageous during the term of this agreement, the IBEW 1245 GWI shall be increased to reflect that value.

5. Section 24 Term and Effect of Agreement:

Amend Term of Agreement to be December 27, 2015 through December 30, 2018.

6. All other Agency and Union proposals ~~except 11.2, 13.1 & 15.1 (added by Agency on 10/27/15)~~, ~~not referenced herein shall be~~ considered as withdrawn.

Both parties agree to memorialize any changes necessary to 16.1 and/or 20.2 in letter agreement based on the outcome of PERB case.

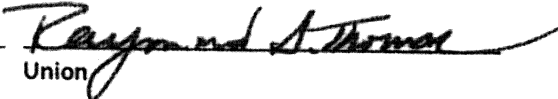
7. Side Letter of Agreement re: Ross Calvin "Storekeeper" classification description and wage rate brought into MOU.

In Agreement:

Date: 10-29-15



Agency



Union

In the event that the Agency and the Union accept the terms of this package proposal the parties shall commit to a "Yes" recommendation to both Union membership for ratification and Agency Commission membership for approval. In the event that the Agency rejects the terms of this package proposal, Union and Agency proposals as of 10-26-2015 shall remain in effect.

IBEW 1245 CONTRACT NEGOTIATIONS SIDE LETTER AGREEMENT TO NCPA
2015 CONTRACT NEGOTIATIONS
10/27/2015

10/27/2015

RE: Tentative Side Letter Agreement directly related to Union Package Proposal presented on 10/27/2015 and in direct relation to its counter on General Wage Increases:

Union Proposal 17: Revise for General Wage Increases as follows:

1/1/2016 3.75%, 1/1/2017 ~~3.75%~~ ^{3.50}, 1/1/2018 ~~3.00%~~ ^{3.25}

Both parties agree that should any other NCPA bargaining unit receive a GWI that is more advantageous during the term of a ratified agreement between the Northern California Power Agency (Agency) and the International Brotherhood of Electrical Workers LU 1245 (IBEW 1245) than that which was agreed to, the IBEW 1245 GWI shall be increased to reflect that value.

This Tentative Side Letter is contingent upon ratification of the comprehensive package proposal presented on 10/27/2015.

Tentative Side Letter Agreement

Agency: 

Vicki Cichocki

Human Resources Manager, NCPA

Union: 

Raymond Thomas

Assistant Business Manager, IBEW 1245

Date: 

IBEW 1245 RESERVES THE RIGHT TO ADD, AMEND, OR WITHDRAW BARGAINING PROPOSALS THROUGHOUT THE BARGAINING PROCESS. ANY SECTION(S) OR SUBSECTION(S) NOT SHOWN OR REFERENCED IN THIS TENTATIVE PROPOSAL IS PROPOSED TO REMAIN AS IS.

NCPA CONTRACT NEGOTIATIONS PROPOSAL TO-IBEW
2015 CONTRACT NEGOTIATIONS
10/27/2015

Union Counter for 10-26-2015, Agency Countered 10-26-2015, Union Re-countered 10-26-2015 @ 1700

NCPA Contract Negotiation Proposal to IBEW 1245

NCPA Proposes to eliminate use of the 1840/2080 Overtime Plan.

Proposal includes bundled language changes:

Changes to Section 4 Days and Hours of Work
Changes to Section 4.1 (b) Normal Work Week
Addition of Section 4.3 Pay Period Averaging Hours of Work
Changes to Section 7.1 (d) Overtime Compensation at 1 ½ times pay,
Changes to Section 7.2 Compensating Time Off

4 Days and Hours of Work

Note: Prior to IBEW 1245 Member Ratification Explanations, the Agency will confirm that the balancing of regular hours under their proposal will not diminish final average earnings reportable to PERS. In the event that PERS determines the Agency's average balancing proposal does diminish final average earnings reportable to PERS, the current 1840/2080 overtime plan shall remain in effect. The Agency confirms that the terms for the elimination the former 1840/2080 Overtime Plan were not intended to change or eliminate the Agency's employee work scheduling practices subject to Section 4 and Section 7.

4.1 Normal Work Week

- (b) The twelve hour shift schedule is set up with a six-week work period, which consists of six seven day work periods. Each Operator would work 240 hours in this period (counting holidays, vacations and paid absences); averaging 40 hours per week. Hours worked in excess of 240 hours would be considered overtime.

(1) The FLSA workweek is a seven consecutive day period beginning at _____ on Sunday ~~Sunday~~ and ending on at _____ on the following Saturday ~~Saturday~~.

4.3 Pay Period Averaging Hours of Work

It is the Agency's intent to have the Shift Employees work an average of 80 hours per pay period. To accomplish this, the Agency will utilize a compensatory time off (CTO) overtime policy for all overtime accrued. The Agency will pay overtime, at the rate of 1 ½ times the regular rate of pay, for all hours worked over forty in a seven day period.

(a) Compensatory Time Off

CTO shall be accrued for all pre-scheduled work hours actually worked in excess of 40 hours per week. Excess CTO beyond the amount required for the minimum balance shall be paid to the employee each July and December.

(b) Minimum Balance

NCPA CONTRACT NEGOTIATIONS PROPOSAL TO-IBEW
2015 CONTRACT NEGOTIATIONS
10/27/2015

The minimum balance in the CTO account should not be less than the amount needed to maintain 80 hours of compensation per pay period.

1. For implementation upon ratification and for newly hired employees, the Agency will front-load hours of CTO necessary to cover the pay period averaging of hours for shift employees, which shall be reimburse to the Agency based on subsequent overtime worked.

Section 7.1 (d)

7.1 (d) Overtime Compensation at One and One-Half Times Regular Rate of Pay

Overtime shall be compensated to the nearest one-quarter hour. Overtime shall be compensated at one and one half (1½) times the employee's regular rate of pay in the following circumstances:

- (1) When a shift Employee works more than 40 hours in a work-week, (excluding holidays, vacations and paid absences). Pursuant (Sub Paragraph (7) refers to revised POT language presented on 10/16/2015)(MJI) to the Agreement reached between the Agency and the Union under Title 29 U.S.C. Section 207(b) of the Fair Labor Standards Act for a 2080 Plan, for purposes of 40 hour per week overtime averaging for designated 4/10 and 12-hour shift employees on irregular schedules (e.g. 50 hours week one, 30 hours week two):
- The Agency agrees to pay to the employee 1½ times his/her regular rate of pay for all hours actually worked (not including holidays, vacation and paid absences) in excess of 1,840 to be extent that any of those excess hours worked in the calendar year also exceeded 40 in a work week.
- In the event the employee works (not including holidays, vacation, paid absences) more than 2,080 hours during the calendar year, the employer shall pay the employee 1½ times his/her regular rate for all hours worked exceeding 2,080.
- In the event the employee works (not including holidays, vacation, paid absences) more than 2,240 hours in the calendar year, he/she shall receive 1½ times his/her regular rate for each hour worked in excess of 40 in a single work week retroactive to the start of the calendar year.

Overtime premiums shall not be pyramided.

Remainder of language in Section 7.1 (d) is unchanged.

- 7.2 Compensating Time Off** Employees may, in January of each year, elect to accrue overtime worked as compensating time off. Compensating time off shall be limited to one hundred forty seven (147) ~~twenty (120)~~ regular hours in one calendar year, inclusive of the minimum balance required by Section 4.3 (b). For shift workers, one hundred and forty seven (147) ~~twenty (120)~~ plus the minimum required in Section 4.3 (b).

NCPA RESERVES THE RIGHT TO ADD, AMEND, OR WITHDRAW BARGAINING PROPOSALS THROUGHOUT THE BARGAINING PROCESS. ANY SECTION(S) OR SUBSECTION(S) NOT SHOWN OR REFERENCED IN ANY BARGAINING PROPOSAL IS PROPOSED TO REMAIN AS-IS.

NCPA CONTRACT NEGOTIATIONS PROPOSAL TO-IBEW
2015 CONTRACT NEGOTIATIONS
10/27/2015

- (a) Employees may elect in writing to accrue all overtime as compensating time off. After such election, all overtime worked will automatically be accrued until the one hundred and forty seven hundred twenty hour limit is reached. New hires may first elect CTO during the first two (2) weeks following the date of employment, and thereafter any election would occur during the normal sign-up period.
- (b) No Change
- (c) No Change
- (d) No Change
- (e) No Change

Tentative Agreement

Agency: *William F. Culhadi*

Union: *Raymond A. Brown*

Date: 10-27-15

Section 5 Casual, Temporary and Regular Employees

- 5.1 Casual A casual employee is one hired for six (6) months or less to fill the immediate needs of the Agency.

A casual employee receives only salary. No fringe benefits are paid a casual employee. Casual employees shall be afforded Sick Leave in accordance with the California "Healthy Families, Healthy Workplace Act" and NCPA Policy 406.41.

Tentative Agreement

AGENCY:

Victor J. Ceballos

UNION:

Raymond S. Thomas

DATE:

9/4/15

IBEW 1245 Contract Negotiations Proposal

~~6.5 Friday After Thanksgiving Day~~ Employees may be scheduled to work on the Friday following Thanksgiving Day and the overtime provisions are not applicable. In lieu thereof, such employee must elect to take another day off by June 1, of the following year as scheduled vacation. If such day off has not been arranged by the Agency by June 1, the overtime for holidays provision shall apply to his next regularly scheduled workday after June 1, provided the employee notifies his supervisor of his selection at least seven calendar days in advance of the day selected.

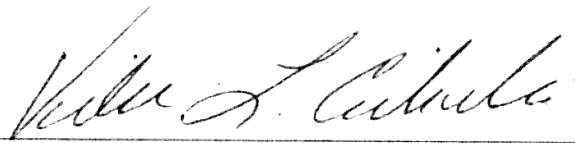
Remuneration as necessary to remainder of section

~~6.5~~ Non-Work Day If a holiday falls on a shift or four tens shift employee's non-work day, he or she shall be entitled to have one (1) additional work day off with 8 hours pay. Such day shall be scheduled in conjunction with the employee's next scheduled vacation. Such day may be taken prior to his/hers next scheduled vacation with the approval of the supervisor in charge:

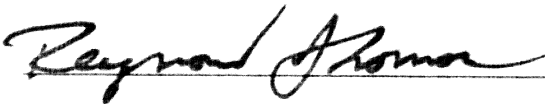
- (a) At its option the Agency, in lieu of granting an employee an additional day off with pay, the Agency may elect to pay for one (1) 8 hour day at the straight rate of pay for each holiday that falls on a non-work day.
- (b) If a holiday falls on a shift or non-shift employee's non-work day, he or she shall be entitled to have one (1) additional work day off with eight (8) hours pay. Such day shall be scheduled in conjunction with the employee's next scheduled vacation. Such day may be taken prior to his or her next scheduled vacation with the approval of the supervisor in charge.

Tentative Agreement

AGENCY:



UNION:



9/23/15

Section 7 Overtime

7.1 (c) Call-Outs and Cancellation of Overtime The minimum time for which overtime will be paid on any call-out will be two (2) hours when the employee is required to report to the job site.

Employees who assist the Agency by means of telephone response or text message response regarding an operating or maintenance issue, but who don't physically report to the work site, shall receive overtime compensation for the telephone call/text message response. All calls/text message responses received/made in the first 30 minutes will be paid 30 minutes of overtime. When 30 minutes has lapsed since the first call/response additional calls/ text message responses thereafter will each be paid for in 15 minute increments. Example: next call/response after first 30 minutes is 5 minutes in length; employee receives 15 minutes overtime pay.

If scheduled overtime work on a non-workday or holiday is canceled and the employee is not notified of the cancellation by the end of the employee's preceding work period on a workday (including overtime), the employee will be paid a minimum of two (2) hours overtime at one and one-half (1½) times the regular rate of pay.

Tentative Agreement

AGENCY:

Vicki L. Libbaker

UNION:

Raymond D. Monroe

DATE:

9/4/15