RECOMMENDED ACTION
It is recommended by the Financial Administration and Audit Committee that the Board of Directors authorize the General Manager to execute a new three (3) year RTD and ATU Local 1001 Collective Bargaining Agreement (CBA) effective March 1, 2018 – February 28, 2021 for all represented RTD employees.

This action support Task Goal #1, Fiscal Sustainability and Task Goal #2, Workforce and Human Capital.

BACKGROUND
On February 28, 2018, prior to the expiration of the current contract, negotiators for the RTD and ATU Division 1001 reached tentative agreement on a new CBA. On March 10, 2018, the ATU membership _________the CBA by a ______ to ______ vote. Approval from the RTD Board of Directors is necessary for the General Manager to execute the new agreement.

DISCUSSION
The RTD and ATU’s negotiators have been meeting since October 5, 2017 to negotiate a new CBA. All Articles, Sections, Memorandums of Understanding, and Side letters were carefully examined and discussed during the negotiations. Outlined below are the major changes to the CBA by Article.

Article I: General Provisions
- The term of the agreement will be three (3) years from March 1, 2018 – February 28, 2021
- Employees will be paid while they are on investigative suspension. (This is consistent with what occurs on the salaried side.)

Article II: Employment Compensation and Benefits
- Health and Welfare
  - RTD currently contributes $832.00/month for full-time employees and $507.00/month for participating part-time employees
  - RTD will increase that amount by $28.00 on 03/01/2018, 03/01/2019, and 03/01/2020
  - If monthly premiums are increased or decreased, RTD and the employee’s contribution will be increased/ decreased by equal dollar amounts
- Retirement
  - The RTD will continue to contribute 13% and the employee will continue to contribute 5%
  - RTD will make a lump sum contribution each year (2018, 2019, and 2020) of $6,200,000
- Wages
  - Kept the split shift run incentive pay of $2.00/hour
  - Kept the mandated to work overtime incentive pay of $2.00/hour
  - Kept increased shift differential pay increases.
  - Increase starting wage for operators to $19.40
Each occupational group will receive an 8% increase on 03/01/2018
Each occupational group will receive a 3% increase on 03/01/2019 and 03/01/2020

Article III: Bus Operations
- Daily assignments of extra board work cannot have greater spread than 13 consecutive hours
- The minimum number of straight runs on weekdays shall not be less than 60% (up from 55%) and 75% on weekend runs (up from 65%)
- Except for volunteers, day board operators shall not be assigned work that gets off after 8:00pm to the extent practicable, and in no circumstances that gets off after 8:30 pm; and the night board operators shall not be assigned work that starts before 9:30 am
- All regular runs with more than one (1) round trip running time shall have a scheduled recovery time equal to at least 10% of the round trip running time for each round trip for purposes of schedule adherence and use of toilet facilities or Operators will get the actual time need to perform required duties plus a respite of 5 minutes plus walking time to a restroom on each end where practicable. Where not practicable, the respite will be 10 minutes plus walking time to a restroom at the opposite terminal.
- The FF routes have been added to the list of work earning a $.50/hour premium for baggage

Article IV: Maintenance
- Increased the tool allowance for employees that fall in these occupational groups
- Included Parts Clerks, Sign Out Clerks, and Service and Cleaning to the occupational groups that can receive instruction pay
- Increased certification pay

Article V: Clerical
- Minor changes

Article VI: Service Monitors
- Minor changes

Article VII: Light Rail
- Daily assignments of extra board work cannot have greater spread that 13 consecutive hours
- The minimum number of straight runs on weekdays shall not be less than 60% (up from 55%) and 75% on weekend runs (up from 65%)
- Except for volunteers, day board operators shall not be assigned work that gets off after 8:00pm to the extent practicable, and in no circumstances that gets off after 8:30 pm; and the night board operators shall not be assigned work that starts before 9:30 am
- All regular runs with more than one (1) round trip running time shall have a scheduled recovery time equal to at least 10% of the round trip running time for each round trip for purposes of schedule adherence and use of toilet facilities or Operators will get the actual time need to perform required duties plus a respite of 5 minutes plus walking time to a restroom on each end where practicable. Where not practicable, the respite will be 10 minutes plus walking time to a restroom at the opposite terminal.

Article VIII: Light Rail Maintenance
- Increased tool allowance for employees that fall in these occupational groups
- Increased certification pay

Article IX: Fare Inspectors
- No changes
New or Significantly Modified Memorandums of Understanding

- **Bus on Shoulder**
  - Absent egregious circumstances a first-time bus on shoulder accident will be reduced by one level
  - Operators have the discretion to decide whether or not to operate on the shoulder

- **Standard Extra Board Procedures**
  - Will issue mandating of overtime letters at least 72 hours prior to the start of the work assignment. If the mandate isn’t issued at least 72 hours in advance the employee doesn’t have to show up for the assignment
  - No operator shall be required to work both of his/her days off

- **RTD’s Commitment to our Employees**
  - Agreed to put information on signs that are posted in the following areas:
    - Operating Division Employee Break Rooms
    - Common areas where they can be visible to all employees

- **Modified Work Week**
  - Allowing 4 day/ 10 hour work weeks for select business areas
  - Initially East Metro Maintenance, East Metro Service and Cleaning, East Metro Vault, and Elati Electro mechanics
  - If successful will look at other maintenance areas

- **Reduction of Mandatory Overtime**
  - Daily assignments of extra board work cannot have greater spread that 13 consecutive hours
  - The minimum number of straight runs on weekdays shall not be less than 60% (up from 55%) and 75% on weekend runs (up from 65%)
  - Except for volunteers, day board operators shall not be assigned work that gets off after 8:00pm to the extent practicable, and in no circumstances that gets off after 8:30 pm; and the night board operators shall not be assigned work that starts before 9:30 am
  - Between now and the September 2019 run board, RTD shall endeavor to ensure that no run or line shall be run by the dispatcher or controller in excess of 3½ hours

- **Audio/ Video Recording Devises on RTD Vehicles**
  - Safety is the number one priority
  - Privacy rights and reasonable expectations of employees regarding use of video recordings should be respected
  - Only one event recorder camera may be aimed at vehicles operator’s work station
  - Event recorders can only be used for certain infractions
  - If incidental performance code infraction is discovered then such initial violation will be dealt with through counseling, ride checks and/or training
  - No termination based on incidental video infraction

**Financial Impact**
The increased cost of the CBA for 2018 ($17 million) has been included in the previously Board Approved 2018 Budget. The negotiated additional cost for 2019 ($22,300,000) and 2020 ($29,300,000) will require an adjustment to the 2019-2024 SBP/APE.
Alternatives

1. It is recommended by the Financial Administration and Audit Committee that the Board of Directors authorize the General Manager to execute a new three (3) year RTD and ATU Division 1001 Collective Bargaining Agreement (CBA) effective March 1, 2018 – February 28, 2021 for all represented RTD employees.

2. Do not authorize the General Manager to execute the new CBA and instead require the General Manager to continue negotiations. This is not recommended. The RTD and ATU have engaged in good faith negotiations and have reached a tentative agreement. Rejection by the Board would damage morale and would likely not result in further negotiations. The option would be to go to interest arbitration, which leaves the decision in the hands of a third party. This most likely would be more costly to RTD.

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