

# AFSCME Local 444 Contract Negotiations Update #4

3/12/17

AFSCME Brothers and Sisters,

This update is for **Side Table** negotiations. A separate Joint Bargaining update will be forthcoming. At the Side Table we are negotiating for proposals unique to the 444 contract (MOU), we have submitted all of our side table proposals (below). In Joint Bargaining we are at the table with Local 2019 and bargaining over our common interests: wages & healthcare. We will submit all of our Joint Bargaining proposals next Thursday, March 16<sup>th</sup>.

## **Side Table:**

We submitted all of our side table proposals this past Thursday. According to our Ground Rules, no new items will be brought forward except proposals that are made at the Joint Bargaining Table that are later moved to the Side Table. The Following are all of our Side Table Proposals:

## **Proposal 1:**

**6.4 Work-Out-of-Classification.** When an employee is assigned by a District supervisor to temporarily replace another employee in a higher classification, or to perform any ~~the full range of~~ duties required for a particular assignment of a higher classification, he/she shall be paid the lowest step of the higher classification or at least 10.5% ~~10.5%~~ whichever is greater for such work. Assignments to perform the work of a higher classification pursuant to this Section 6.4, will be tracked by hours worked and shall not exceed 480 hours in a payroll year. By use of this Section, the District will not attempt to avoid District Civil Service Rules and the filling of regular full time positions. The District will make reasonable efforts to distribute work-out-of-class on an equal and rotational basis for qualified employees, beginning with the most senior unit member.

## **Proposal 2:**

6.4.1 Employees in the Instrument Technician Classification performing programming work shall be paid a twenty (20) percent premium for time spent programming.

## **Proposal 3:**

**6.5 New Classifications.** The Union recognizes the right of the District to establish new job classifications and to amend existing class descriptions to reflect changes in assigned duties and responsibilities. In the event a change is made in the description of a class represented by the Union, the District must notify the Union of such change. ~~In the event a substantial change is made in the description of a class represented by the Union, t~~ The District shall consult ~~will advise~~ the Union of such change and of the salary for the class. Upon request of the Union, the parties shall meet and confer on the salary for the classification within ten (10) working days prior to presentation to the

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Board of Directors. Establishment of salary is not subject to the grievance procedure as contained in this Memorandum.

## Proposal 4:

**6.5.1 Classification Study Requests.** Employees are encouraged to first discuss any concerns regarding the classification of their position with their immediate supervisor. If review of the issues with the supervisor and appropriate department management staff does not resolve the classification concerns, an employee may submit a written request for a study of their position. The District shall determine whether the issue causing the request is clearly one of classification. In conducting this initial review, staff may discuss the request with the employee, their supervisor, and/or other management personnel in the department. The District will issue a memo to employees with a copy to the union acknowledging the receipt of a written classification study request within 15 workdays of receiving the request. If the written request is found to be one in which a classification study is appropriate, the District will also provide a projected timeframe for conducting the study. In the event that the study results in reclassification of the employee and their position to a higher pay level, the effective date of the higher salary would be retroactive to the lesser of four months or the date the employee submitted the formal request.

## Proposal 5:

**6.6.2** ~~Employees in the Wastewater Plant Operator I and II classifications who obtain a Wastewater Plant Operator's certificate at a higher level than required for their classification will receive a \$20 15.00 per month premium. If they receive a second, higher classification certificate, they will receive an additional \$25 20.00 per month, for a maximum total of \$45 35.00 per month premium. Employees on unpaid status for two consecutive pay periods due to illness or injury will have their certificate premium payments discontinued until they return to work. Employees who request leave without pay (LWOP) for reasons other than illness or injury will have their certificate premium payments discontinued effective the first full pay period after their leave begins, and the payments will be resumed once they return to work.~~

## Proposal 6:

**6.6.3** Employees in the Wastewater Plant Operator I and II classification who obtain and maintain a class B driver's license shall be paid a ten (10) percent per hour premium, in addition to any other wage premium.

## Proposal 7:

**6.6.4** Employees who are required to attend Chevron Refinery safety training and maintain Chevron Refinery security clearance shall be paid a ten (10) percent per hour premium, in addition to any other wage premium.

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## Proposal 8:

7.2.2 Notwithstanding Sections 7.1 and 7.2, upon request of an individual employee or a group from the work unit, the District will investigate and may change the beginning and ending work day hours of that employee or the work days and workweeks of employees within any particular work unit provided the work or the operation of the unit concerned will not be unduly impaired by such adjustment. Such adjustment shall not affect the total length of the workweek. All requests for flexible schedules will be examined and considered for implementation by the District. ~~The decision of the District on granting or refusing to grant a change in the beginning and ending work day hours or workweek shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum.~~

7.2.3 All requests for flexible schedules shall all be examined and considered for implementation by the employee's supervisor, Division Manager, and Department Manager. In the event a request for flexible workweek is denied, the employee or group of employees shall be provided specific reasons for the denial within a reasonable time frame but not more than 15 workdays.

7.2.4 If an employee or group of employees is denied a compressed workweek schedule or is removed from the compressed workweek schedule, the appeals process in the Compressed Workweek Guidelines shall be followed and the decision shall be based on criteria established in the Compressed Workweek Guidelines.

## Proposal 9:

7.3.2 The District shall not schedule work so as to require employees in continuous operations to work three (3) shifts within a forty (40) hour period. In continuous operations, except where such occurs on a regular, recurring basis as part of a rotating shift schedule, employees who ~~are called back~~ report to work an eight (8) hour shift after being off their previous shift for eight (8) or fewer hours shall be paid one (1) hour of double back pay at the overtime rate in addition to their pay for such time worked. Seniority will be an important consideration in the assignment of shifts.

## Proposal 10:

7.10.2 Employees shall not receive fatigue time if: (1) the overtime is completed more than eight hours prior to the start of their next regularly scheduled shift, or (2) employees are called out to perform overtime work within four (4) hours of the start of

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their next regularly scheduled shift, ~~or (3) they are assigned to continuous operations, except employees assigned to the Large Value Crew in the Construction Maintenance Division who meet the other requirements in 7.10.1.~~

## Proposal 11:

**9.2.1** An employee assigned to be on call during non-working hours shall receive a premium of ~~thirty-five~~ twenty-five percent (~~35~~ 25%) of the basic pay during the standby period, provided such employee makes himself/herself available and responds to all calls for work. Overtime work performed during a standby period shall be paid at the rate of one and one-half (1-1/2) times the straight-time hourly rate for the time worked exclusive of such standby premium.

## Proposal 12:

**9.2.2** In the event an employee assigned to standby is not called for overtime work because of District error which is verified by the District, the employee shall receive payment equivalent to hour for hour of OT missed ~~two and one-half (2.5) hours~~ at their overtime rate exclusive of special or premium pay provided such employee makes himself/herself available and responds to all standby calls for overtime work during that week.

## Proposal 13:

**9.5** ~~Trades. With District approval,~~ Employees may trade all or relinquish to another employee, any standby assignments. ~~Unless and~~ Until a trade is confirmed ~~approved,~~ all standby assignments are part of an employee's job responsibilities.

## Proposal 14:

**13.1** **Right to Contract.** The rights to contract and subcontract are vested exclusively in the District; provided, however, the District shall meet and consult over the impacts and effects of any and all proposals to contract out work related to the bargaining unit; additionally, the District shall meet and confer over the impacts and effects of any and all decisions to contract out or sub-contract work related to the Bargaining Unit ~~if such contracting or subcontracting work would result in the layoff of an employee in a classification set forth in Appendix A, the District will consult with the Union, prior to such contracting or subcontracting, in an attempt to avert, by transfer or other reasonable means, the layoff of such employee,~~ or to avoid hiring any additional staff necessary to accomplish the work of the District that could otherwise be performed by the Bargaining Unit.

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## Proposal 15:

**13.3 Training.** When the District is required to contract out work because District employees lack specific expertise or specialized equipment, the District shall make reasonable efforts to provide training to the affected employees.

## Proposal 16:

**15.6 Vacation Sell-Back.** An employee may choose to sell back a maximum of ~~eighty~~ one hundred sixty (80) (160) hours of vacation leave to the District, in one hour increments, during the payroll year. Payments to employees resulting from such sell back of vacation shall not be considered “compensation” as defined in the Retirement Ordinance for the purpose of calculating terminal compensation.

## Proposal 17:

**19.1.1** The District will make payments for full-time and probationary employees under IRS Code Section 125 in the amount of:

- \$1500 ~~\$905~~ effective January 1, ~~2011~~ 2018

## Proposal 18:

~~20.5. ————— Mandatory Reassignment Interview~~

~~20.5.1 ————— Employees on an active Reassignment List for Maintenance Specialist classifications will be given an interview with a supervisor who has a vacancy. Employees who are selected from the reassignment list and decline the appointment will be ineligible for reassignment for one (1) year.~~

~~20.5.1.1 ————— Probationary employees are not eligible for reassignment.~~

~~20.5.2 ————— Employees who have been disciplined by more than one warning memo and/or have been suspended within the last year are not eligible for reassignment.~~

## ARTICLE 21. REASSIGNMENT/SENIORITY BIDDING PROGRAM

21.1 Eligibility.

21.1.1 This program will apply to all regular, full time, civil service positions that become vacant. ~~within the Distribution Maintenance and Pipeline Construction Divisions in the following seven classifications or successor classifications:~~

a. ~~Water Distribution Plumber (Senior IIs)~~ b. ~~Water Distribution Plumber III~~

b. ~~Water Distribution Plumber IV~~

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- e. ~~Water Distribution Crew Foreman~~
- d. ~~Truck Driver II (Sludge Truck Driver)~~
- f. ~~Heavy Equipment Operator (HEO)~~
- g. ~~Heavy Transport Operator (HTO)~~

21.1.2 For purposes of this program, a vacant position is defined as a position which has become open and which the District plans to fill.

21.2 Procedure.

21.2.1 During the month of November, eligible employees ~~in the above classifications~~ may elect to place their names on the ~~Maintenance Department's~~ Reassignment/Seniority Bidding Lists (i.e., ~~North, South, East, CMS, Pipeline, ESS and Paving~~) for all locations.

21.2.2 When an employee waives an offer of reassignment, his/her name will be removed from that list.

21.2.3 The ~~Maintenance Department's~~ Reassignment/Seniority Bidding Lists, shall be effective for each calendar year beginning January to fill all vacant regular, full time Civil Service positions in the above classifications.

21.2.5 After filling the first vacant position, up to two (2) subsequent related vacancies will be filled by use of the ~~Maintenance Department's~~ Reassignment/Seniority Bidding Lists. Additional vacant positions may be filled by use of appropriate District Civil Service Lists.

## Proposal 19:

21.1.3. All regular, full time employees are eligible to participate in this program provided they:

- a. Have five or more years of District seniority on January 1 of each year.
- b. Have satisfactorily completed the probationary period for their current classification (civil service status in current classification).
- c. Have completed the District training programs (e.g., Plumber I/II/III) for their current classification.
- ~~d. Have not been disciplined by more than one warning memo and/or have been suspended within the past three years.~~

## Proposal 20:

21.2.4. The most senior (utilizing District seniority) eligible employee shall be appointed to a vacant regular, full time civil service position (per the pre-designated list). **I**f the employee is leaving a classification in Pipeline Construction Division, Pipeline -

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must maintain have a majority of the remaining employees with three (3) or more years of District seniority.

## Proposal 21:

**25.5.2.2** A Board of Adjustment meeting will be held within ten (10) workdays of the receipt of the Form PE-105 by the Manager of Employee Relations. In all grievances except those involving suspension without pay or discharge, the Board of Adjustment shall be comprised of the Division Manager and the Manager of Employee Relations or his/her delegate and not more than two representatives from the bargaining unit. In the case of a class action grievance, that involves all Local 444 members, the Board of Adjustment shall be comprised of the General Manager and the Manager of Employee Relations or his/her delegate and not more than two representatives from the bargaining unit. Manager of Employee Relations or his/her delegate will chair the Board of Adjustment. In all grievances that involve suspension and/or discharge, or the decision of the Division Manager, the Department Manager will replace the Division Manager. No relatives of the grievant or members of the grievant's household may sit on a Board of Adjustment for either of the parties. In addition, an individual named in a grievance resulting from a disciplinary action or alleging harassment will not be eligible to serve on the resulting Board of Adjustment, with the exception of Employee Relations staff.

## Proposal 22:

**26.2** **Union Members on District Committees.** The Union shall designate two (2) representatives as permanent members of the District General Safety Committee, which should be comprised of members from each Bargaining Unit. The Union may select two representatives to participate on each subcommittee, including the Joint Labor/Management Safety Committee and the Local Safety Committee (LSC). The subcommittee members chosen must work on shifts that coincide with the hours that the subcommittee meets. LSC meetings shall be accessible to employees who work either off-site or off-shift either by rotating the LSC to that site or shift, or by paying Over Time at the appropriate rate such that the member(s) may attend. ~~The parties will meet within one (1) year from ratification of this agreement in order to decide whether this committee will continue and/or whether the Central Safety Committee will assume the purposes.~~

## Proposal 23:

26.5.2 Vehicle Accidents shall be determined preventable or non-preventable by a panel consisting of designated representatives of the Union and Risk Management.

## Proposal 24:

**26.7** **Safety Committee.** A Joint Union-Management Safety Committee (JSC) shall be established with up to two (2) Union and two (2) management representatives and shall meet on a quarterly basis. The purpose of the JSC shall be to assure that the

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Local Safety Committees (LSC) are functioning in accord with Safe Working Conditions, to resolve safety issues not resolved at the LSC, to communicate and provide a forum for addressing significant safety concerns, and to review all reports referenced in ARTICLE 26 of this MOU.

## Proposal 25:

**29.2 Safety Shoes.** The District shall provide a safety shoe allotment annually (effective the first day of each fiscal year) for employees in classes included in the District's safety shoe program. Employees shall procure their District provided safety shoes at District- identified vendors. Employees can visit the selected vendors and select their shoes from the vendors provided that: 1) the shoes meet the ASTM-F2412-05 or ASTM-F2413-05 safety standards and 2) the after tax cost for the shoes does not exceed \$250.00 ~~170.00~~. Costs for shoes in excess of this amount shall be paid by the employee. Safety shoes shall not be purchased on District work time and an employee identification badge must be shown to the contract supplier to verify District employment.

## Proposal 26:

**30.2.3** The District will pay \$32.00 ~~20.00~~ per workday for each employee who is authorized or required to report directly to a District jobsite.

## Proposal 27:

**5.9. Orientation.** As part of the District's new employee orientation program, the Union shall have ~~thirty (30)~~ sixty (60) minutes to provide information and answer questions to new employees who are in classifications covered by this Memorandum of Understanding.

## Proposal 28:

**7.7. Don & Doff / Cleanup Time. All Employees who are required to wear uniforms and/or PPE shall be afforded Don and Doff time in accordance with the Fair Labor Standards Act (FLSA).** Where the nature of the work is such that cleanup is required, work schedules shall be arranged to allow reasonable time for that purpose prior to the end of the workday. The District shall provide facilities for cleanup. All employees who report to a job site have the option (with the permission of their immediate foreman/supervisor), to go to the nearest District facility to shower or change clothes in case of emergency or at the end of their workday.

## Proposal 29:

**8.2 Rate of Pay.** One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours per workday or forty (40) hours per workweek. Two (2) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of twelve (12) hours in a 24-hour

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period. Time worked at the overtime rate due to Call Time overlap of the employee's regular workday shall be counted in determining the eight (8) hours per workday or forty (40) hours per workweek required to establish a base for overtime. There shall be no pyramiding of overtime pay.

## **Proposal 30:**

**8.5.5** ~~With District approval,~~ Employees may trade all or relinquish to another employee, any overtime assignments. Until a trade is confirmed ~~approved~~, all overtime assignments are part of an employee's job responsibilities.

## **Proposal 31:**

**31.7** **Transit Subsidy.** The District will provide a transportation subsidy up to a value of \$105 \$216 per month to subsidize the cost of an employee's regular commute between work and home (i.e. BART ticket, AC Transit Pass, Commuter Check, etc.). Public Transportation tickets, passes or checks available under the subsidy will be disbursed from the District Credit Union.

## **Proposal 32:**

**7.6.2** The District, at its option, shall furnish meals or provide \$26 ~~\$18.00~~ per meal on an employee's paycheck for employees who work unscheduled overtime for two (2) or more hours ~~beyond their regular quitting time~~. Employees shall be provided additional meals or money on their paychecks, as above, for every completed four (4) hour period of unscheduled overtime work thereafter. Emergency or unscheduled overtime work is defined as overtime work that is not scheduled a minimum of eight (8) or more hours in advance of the overtime work. Scheduled or planned overtime work on a regular workday or sixth or seventh day in a week shall not require reimbursement for overtime meals unless an employee works two (2) or more consecutive hours beyond their regular eight (8) or more hour scheduled shift. Time taken for meals furnished by the District at the work location shall be paid time. Time taken for meals eaten away from the work location shall be unpaid time.

## **Proposal 33:**

Increase the Health Insurance Benefit (HIB) for employees who retire after the ratification date of this contract by \$100 per month.

## **Proposal 34:**

Add Hearing Aid coverage to the existing health plans

## **Proposal 35:**

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## The following Classifications are requesting Equity Adjustments.

- a. Pipeline Welder III
  - i. Current Salary Range = 61 (\$7567)
  - ii. Proposed Salary Range = 65 (\$8353)
- b. Treatment Plant Specialist
  - i. Current Salary Range = 62 (\$7755)
  - ii. Proposed Salary Range = 68 (\$8995)
- c. Gardener II
  - i. Current Salary Range = 52 (\$6057)
  - ii. Proposed Salary Range = 58 (\$7026)
  - iii. Proposed Title Change = Landscape Specialist
- d. Power Plant Mechanic / Operator
  - i. Current Salary Range = 64 (\$8148)
  - ii. Proposed Salary Range = 67 (\$8772)
- e. Plant Maintenance Mechanic
  - i. Current Salary Range = 62 (\$7755)
  - ii. Proposed Salary Range = 65 (\$8353)
- f. Water Distribution Plumber III
  - i. Current Salary Range = 59 (\$7202)
  - ii. Proposed Salary Range = 61 (\$7567)
- g. WDCF
  - i. Current Salary Range = 67 (\$8772)
  - ii. Proposed Salary Range = 75 (\$10687)
- h. Maintenance Specialist
  - i. Current Salary Range = 61 (\$7567)
  - ii. Proposed Salary Range = 64 (\$8148)
- i. Meter Mechanic / Backflow Tester
  - i. Current Salary Range = 61 (\$7567)
  - ii. Proposed Salary Range = 65 (\$8353)
- j. Senior Meter Mechanic / Backflow Tester
  - i. Current Salary Range = 65 (\$8353)
  - ii. Proposed Salary Range = 69 (\$9218)
- k. Maintenance Machinist
  - i. Current Salary Range = 65 (\$8353)
  - ii. Proposed Salary Range = 67 (\$8772)
- l. Senior Mechanic
  - i. Current Salary Range = 67 (\$8772)
  - ii. Proposed Salary Range = 69 (\$9218)

Management's proposals and counter proposals will follow in the next update. We will discuss the implications of any and all of these proposals during Member's Forum at our General Membership Meeting, Thursday, March 16th.

In Solidarity,

AFSCME Local 444 Negotiations Team.

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