

# AFSCME 444/2019 Coalition Proposals to Management

## NEGOTIATIONS 2017 JOINT 444/2019

The following 24 proposals are all of AFSCME 444/2019 Joint Bargaining proposals to Management, submitted March 16, 2017.

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### PROPOSAL J1-A

#### Article 2. AGENCY SHOP/DUES DEDUCTION

**2.3.6.** The District shall furnish, monthly, a list of all employees appointed within classifications contained in Appendix "A" of this Contract who are subject to the provisions of the agency shop agreement. The list will include temporary construction (TC) and limited term (LT) employees who have civil service status in the bargaining unit, and part-time employees in classifications represented by the bargaining unit. The list shall include the employee's name, employee ID, address, home phone number, date union deductions began, date of hire, mail stop, job code, job title, salary, current deduction amount, and job status. The District shall furnish a list of all newly hired employees and change in status or representation of employees to the Union's Membership Secretary and the Council 57 office.

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### PROPOSAL J2-A

#### Add new Section 2.3.8. Political Payroll Deduction

Any worker may sign and deliver to the District an authorization card for payroll deduction of voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE). The District agrees to remit monthly to AFSCME Council 57, all monies deducted for PEOPLE accompanied by a list of employees for whom such deductions have been made. Such authorization may be invoked or revoked in writing by the employee at any time.

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### PROPOSAL J3-A

#### Add new Article 2.3.9 Maintenance of Membership.

Any employee who is a Union member and is tendering dues through payroll deduction as of the date of execution of this Memorandum of Understanding (MOU), or who becomes a Union member during the term of this MOU, shall remain a member and continue dues deduction for the duration of this MOU and each subsequent MOU thereafter. For the period of ninety to seventy (90-70) days prior to the expiration of this or any subsequent MOU, an employee who is a Union member shall have the right to withdraw from the Union by discontinuing dues deduction, such withdrawal to be communicated in writing by the employee to the Union and

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the District, during the ninety to seventy (90–70) day period. An employee who moves to a position outside the Union’s bargaining unit shall not be required to continue dues deduction.

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## PROPOSAL J4-A

### **4.2. Harassment, Disparate Treatment and Inappropriate Behavior.**

**4.2.1.** In addition to behavior ~~violative of~~ **which violates** Section 4.1 above, the following behavior will not be permitted, tolerated, or condoned:

- a. Dishonesty, including providing false information to District management about the performance of an employee (*including performance appraisals*) or circulation of private personnel files;
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## PROPOSAL J5-A

### **444 Add new Article 6.1.6 /2019 Add new Article 6.1.6**

#### **New Section - 6.1.6 Implementation of Increases.**

Salary increases will take effect the date this contract is ratified by the Board of Directors, or April 17, 2017, whichever occurs later. In the event the contract is ratified after April 17, 2017, salaries will be increased by a pro-rated amount such that by the end of the contract year in which the contract is ratified, the total dollar amount the employees will have received is equal to the amount they would have received had the negotiated percentage increase(s) gone into effect on April 17, 2017.

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## PROPOSAL J6-A

### **444 Article 6.3 /2019 Article 6.3**

#### **6.3 Twenty-Year Wage Increment.**

##### **Add new 6.3.1**

For employees who entered (or became a member of) the retirement plan on or after 1/1/2013, the 20-year salary adjustment amount will be 8.75% instead of 2.75%.

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## PROPOSAL J7-A

### **444 Article 7.6.2 / 2019 Article 6.9**

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Change overtime meal reimbursement amount to twenty-six dollars (\$26.00)

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## PROPOSAL J8-A

Omitted

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## PROPOSAL J9-A

### 444 Article 8.7 / 2019 Article 8.7

Note: Proposed language change for 2019 language to be consistent with 444 MOU. Deletes 1<sup>st</sup> sentence in 2019 MOU and changes “accrual” to “banking”.

**8.7 Compensatory Time.** Compensatory time will be provided at 1.5 hours for each hour of overtime worked. The maximum banking accrual of compensatory time will be ~~75~~ 90 hours in a payroll year. Payroll year is defined as the period beginning with the first pay period for which pay is received in January, and ending with the last pay period for which pay is received in December. All overtime worked after an employee has banked ~~accrued or used~~ ~~75~~ 90 hours of compensatory time in a payroll year will be paid at the appropriate overtime rate. All employees who have accrued compensatory time at the end of the last pay period, for which pay is received in December, shall have their compensatory time carried over as compensatory time into the next (following) payroll year. All compensatory time carried over from the last payroll year to the next must be used by the end of the next payroll year or it will be paid off to the employee at the end of the next (following) payroll year at the applicable FLSA rate. Any compensatory time used in the next (following) payroll year will first be deducted from any compensatory time that was carried over from the last payroll year, if any. Compensatory time accrued after the last full pay period of the payroll year, but prior to the end of the calendar year, will be credited and included in the accrual for the following calendar year.

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## PROPOSAL J10-A 444 Article 15.1.2 / 2019 Article 15.1.2

CONTINUOUS SERVICE YEARS	VACATION LEAVE HOURS PER PAY PERIOD	VACATION DAYS PER YEAR
1st through <del>4th</del> <u>2nd</u>	<del>3.692</del> <u>4.616</u>	<del>12</del> <u>15</u>
<del>3rd</del>	<del>3.692</del> <u>4.923</u>	<del>12</del> <u>16</u>
<del>4th</del>	<del>3.692</del> <u>5.230</u>	<del>12</del> <u>17</u>
5th through <del>9th</del> <u>6th</u>	<del>4.616</del> <u>5.539</u>	<del>15</del> <u>18</u>
<del>7th through 8th</del>	<del>4.616</del> <u>5.847</u>	<del>15</del> <u>19</u>
<del>9</del>	<del>4.616</del> <u>6.154</u>	<del>15</del> <u>20</u>
10	<del>5.539</del> <u>6.462</u>	<del>18</del> <u>21</u>
11	<del>5.539</del> <u>6.462</u>	<del>18</del> <u>21</u>
12	<del>5.539</del> <u>6.462</u>	<del>18</del> <u>21</u>
13	<del>5.847</del> <u>6.770</u>	<del>19</del> <u>22</u>
14	<del>6.154</del> <u>7.077</u>	<del>20</del> <u>23</u>
15	<del>6.462</del> <u>7.385</u>	<del>21</del> <u>24</u>
16	<del>6.770</del> <u>7.693</u>	<del>22</del> <u>25</u>
17	<del>7.077</del> <u>8.000</u>	<del>23</del> <u>26</u>
18	<del>7.385</del> <u>8.308</u>	<del>24</del> <u>27</u>
19 and subsequent	<del>7.693</del> <u>8.615</u>	<del>25</del> <u>28</u>

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## PROPOSAL J11-A

### 444 Article 16.1.6 / 2019 Article 16.1.6.2

Add the following language after last sentence:

Sick leave usage shall not be referenced in an employee's performance appraisals.

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## PROPOSAL J12-A

### 444 Article 16.2.1. 16.2.2. 16.2.4 / 2019 Article 16.2.1 16.2.2 16.2.4.

Modify respective sections as follows:

**16.2.1 Death in Family.** In the event of death in an employee's immediate family or close relative (i.e., mother, father, stepmother, stepfather, husband, wife, son, daughter, stepson, stepdaughter, brother, sister, domestic partner, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law), or any other person sharing a comparable relationship resulting from a registered domestic partner relationship, the employee shall be granted five (5) workdays of special leave. Leave granted for death in family may be split between the period immediately following the death and the funeral/services.

**16.2.2 Funeral/Service of Relative.** An employee shall be granted one (1) workday of special leave to attend the funeral/service of a close relative not in the employee's immediate family. Close relative includes, ~~mother in law, father in law, daughter in law, son in law, sister in law, brother in law,~~ spouse's sister-in-law, spouse's brother-in-law, and employee's aunt, uncle, niece, nephew, and first cousin.

**16.2.4. Death in Family, Funeral/Service of Relative, and other death leave** shall be taken immediately following the death of the person or to coincide with the funeral/services unless, because of extenuating circumstances, another specified time is required and specific written authorization is granted by the General Manager to defer such leave to another specified period of time.

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## PROPOSAL J13-A

### 444 Article 18.1.1 / 2019 Article 18.1.1

**18.1.1. Kaiser Foundation Health Plan.** The District shall pay the full cost of premiums for eligible employees and eligible dependents coverage in the Kaiser Foundation Health Plan.

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During the life of the MOU, the following co-pays will be in effect unless a change is mandated by the provider:

Office Visit co-pay	\$15; \$20 effective January 2017
Prescription Drug co-pay	\$10/\$15 effective January 2008 for generic and brand name drug types respectively
Emergency Room co-pay	\$50; \$75 effective January 2017 ( <i>waived if admitted <u>or</u></i> <i><u>medically necessary</u></i> )

**18.1.3. Health Net California.** The District shall pay the full cost of premiums for eligible employees only for Health Net California health plan. The District shall pay 85% of the costs for the employee plus dependents and the remainder shall be paid by the employee by payroll deduction. During the life of the MOU, the following co-pays will be in effect unless a change is mandated by the provider.

Office Visit co-pay	\$15; \$20 effective January 2017
Prescription Drug co-pay	\$10/\$15/\$35 effective January 2008 for generic, brand and non-formulary drug types respectively
Emergency Room co-pay	\$50; \$75 effective January 2017 ( <i>waived if admitted <u>or</u></i> <i><u>medically necessary</u></i> )
Hospital Inpatient co-pay	\$50; \$100 effective January 2017

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## PROPOSAL J14-A

### 444 Article 18.1.5 / 2019 Article 18.1.6

**18.1.6.** The amount of cash-in-lieu (~~currently \$150~~ base of \$300 per month) provided to employees who receive medical insurance coverage through their spouse or partner and elect not to receive District-paid medical insurance coverage will increase or decrease from the base by \$10 for every employee who so elects, with a baseline ~~of the current number~~ **participation**

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count of 58 District employees, with a minimum of ~~\$150~~ \$300 per month to a maximum of ~~\$450~~ \$600 per month. The District will count the number of employees who elect not to receive District-paid medical insurance in December of each year of the MOU and adjust the cash-in-lieu amount effective the following January 1st.

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## PROPOSAL J15-A

### 444 Article 18.3.1 / 2019 Article 18.3.1

#### 18.3. Dental Insurance.

**18.3.1.** The District shall continue to pay the cost of premiums for those employees and eligible dependents enrolled in the group insurance plan with Delta Dental and to provide 100 percent basic coverage (50 percent prosthodontics) to a maximum of ~~two thousand dollars (\$2000)~~ two thousand five hundred dollars (\$2500), with a deductible of \$15 for the employee and eligible dependents up to a maximum of three (3) such deductions per family unit per year. Increases in costs which may occur during the term of this Contract shall be borne by the District.

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## PROPOSAL J16-A

### 444 Article 20.3.1 / 2019. Article 22.1.2

**22.1.2.** Examinations will ~~typically be open to both public and internal competition. ,however, an examination shall be administered on a closed promotional basis.~~ A closed recruitment will take place for two weeks; thereafter if when the Manager of Human Resources determines that the number, diversity and qualifications of potential internal employee applicants are ~~sufficient~~ insufficient to generate a minimum of three (3) ~~five (5)~~ candidates, ~~per vacancy, to fill the current and anticipated openings, during the life of the list,~~ an external recruitment will also be conducted.

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## PROPOSAL J17-A

### 444 Article 23.3 / 2019 Article 23.3

#### 23.3 Disciplinary Documents.

Change all occurrences of ~~three (3) years~~ to two (2) years.

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## PROPOSAL J18-A

### 444 Article 26.5.1 / 2019 Add New Article 27.4.1

**Note: language corrects typo in 444's MOU.**

Accident reports will be automatically removed from employees' personnel file ~~five~~ two years ~~from~~ from the date of issuance, provided there are no subsequent accident reports. Such accident reports will be archived in a separate file than the personnel file.

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## PROPOSAL J19-A

### 6.1. Salary Schedule.

6.1.1. First Year Increases. Effective April 17, 2017, the monthly salary rates of employees covered by this contract shall be increased by the February 2017 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers CPI-W plus 2% as set forth in the attached Appendix "A" dated April 17, 2017. The minimum increase shall be 4%, and the maximum increase 7%, with no reopener.

6.1.2. Second Year Increases. Effective April 23, 2018, the monthly salary rates of employees covered by this contract shall be increased by the February 2018 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers CPI-W plus 2%. The minimum increase shall be 4%, and the maximum increase 7%, with no reopener.

6.1.3. Third Year Increases. Effective April 22, 2019, the monthly salary rates of employees covered by this contract shall be increased by the February 2019 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers CPI-W plus 2%. The minimum increase shall be 4%, and the maximum increase 7%, with no reopener.

6.1.4. Fourth Year Increases. Effective April 20, 2020, the monthly wage rates of employees represented by this contract shall be increased by the February 2020 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers CPI-W plus 2%. The minimum increase shall be 4%, and the maximum increase 7%, with no reopener.

6.1.5. Fifth Year Increases. Effective April 19, 2021, the monthly wage rates of employees represented by this contract shall be increased by the February 2021 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers CPI-W plus 2%. The minimum increase shall be 4%, and the maximum increase 7%, with no reopener.

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## PROPOSAL J20-A

**32.1. Term.** This Contract shall not be effective until acted upon by the District Board of Directors and shall remain in effect from 12:01 a.m., April 17, 2017 through September 30, 2021. If at least ninety (90) days prior to that date either party shall not have served written notice by registered mail upon the other that it desires revision or modification of any designated provision or provisions contained herein or termination of all such provisions, it shall be automatically renewed for successive periods of one (1) year.

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## PROPOSAL J21-A

### 444 Add new Article 20.3.2.1 / 2019 Article 22.1.3 – Add new 22.1.3.1

#### Veteran's Preference

For purposes of ranking external candidates within the Open Eligible List, qualified veterans with a passing score shall receive a 5% increase to their scores. An individual may establish eligibility for the District's veterans' preference by providing proof of service in an active (non-reserve) status for a period of at least 181 consecutive days, and release from active duty under conditions other than dishonorable. Such eligibility must be established at the time the individual files his or her application for employment with the District.

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## PROPOSAL J22-A

Proposal #15 from Local 2019's sub table is moved to the coalition table:

### **19.1. Supplemental Benefits Program**

**Add new 19.1.7.** Employees may submit claims for expenses incurred during the plan year through the 90 day run-out period the following year, in accordance with IRS Code Section 125.

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## PROPOSAL J23-A

Proposal #16 from Local 2019's sub table is moved to the coalition table:

### **19.1. Supplemental Benefits Program**

**Add new 19.1.8.** Effective January 1, 2018, the District shall implement the carry over provision of IRS Code Section 125 for the Flexible Spending program in the maximum amount allowable under the Code.

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## PROPOSAL J24-A

### 444 Article 22.2.1.1 / 2019 Article 24.2.1.1

Modify definition of grievance as follows:

or the interpretation or application of rules or regulations governing personnel practices (including performance appraisals) or working conditions;