

The following 5 proposals are all of Management's side-table proposals for AFSCME 444:

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**Management Proposal #1:**

**ARTICLE 16. PAID ABSENCE**

**16.1. Sick Leave.**

16.1.10. Sick Leave/FMLA. Eligible employees who are on paid sick leave or job injury leave will be granted simultaneous leave under the Family Medical Leave Act (FMLA), ~~after an absence of thirteen (13) consecutive workdays effective January 1, 2004.~~

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**Management Proposal #2:**

**ARTICLE 16. PAID ABSENCE**

**16.2. Special Leave.**

16.2.6. Court Appearance. An employee subpoenaed to appear before a court or other public body on any matter not related to his/her work shall be granted special leave for such purposes; provided, however, that such leave shall not be granted if the employee is the plaintiff or defendant or if the court appearance is in the Family Law or Juvenile Division of the Superior Court, unless otherwise provided by law ~~for domestic relations matters.~~

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**Management Proposal #3:**

**ARTICLE 16. PAID ABSENCE**

**16.2. Special Leave.**

16.2.2. Funeral of Relative. An employee shall be granted one (1) workday of special leave to attend the funeral of a close relative not in the employee's immediate family. Close relative includes, spouse's grandparent, 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.

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**Management Proposal #4:**

**ARTICLE 27. PROBATIONARY PERIOD**

There shall be a twelve (12) month probationary period for all newly hired employees in technical and skilled crafts job classifications. All other probationary periods shall be six months in length. For purposes of this article, the following job classifications shall be considered technical/skilled craft:

Automotive Maintenance Worker <u>I/II/III</u>	Hydroelectric Power Plant Operator I
Automotive Mechanic	Hydroelectric Power Plant Operator II
Carpenter	Instrument Technician
Carpentry Worker I	Instrument Worker I
Carpentry Worker II	Instrument Worker II
Carpentry Worker III	Instrument Worker III
Crane Operator	<u>Machining &amp;</u> Maintenance Worker III
	Maintenance Machinist
Electrical Worker I	Maintenance Specialist I
Electrical Worker II	Maintenance Specialist II
Electrical Worker III	Maintenance Specialist III
Electrical <u>Technician</u>	Materials Specialist
Electronic Technician	<u>Machining &amp;</u> Maintenance Worker I
General Equipment Mechanic	<u>Machining &amp;</u> Maintenance
Worker II Heavy Equipment Maintenance Worker III	Meter Mechanic I
Heavy Equipment Mechanic	Meter Mechanic II
Heavy Equipment Operator	Meter Mechanic/Backflow Tester
Heavy Forklift Operator	Painter
Heavy Transport Operator	Painter Foreman
HVAC Mechanic	Painting Worker I
Hydroelectric Power Plant Mechanic	Painting Worker II
Painting Worker III	Treatment Plant Specialist
Paving Crew Foreman	Truck Driver II
Pipeline Welder I	Wastewater Plant Operator Trainee
Pipeline Welder II	Wastewater Plant Operator I
Pipeline Welder III	Wastewater Plant Operator II
<u>Plant Maintenance Worker II/III</u>	Water Distribution Plumber I/II/III/IV
Plant Maintenance Mechanic	<u>Power Plant Mechanic/Operator</u>
<u>Meter Reader/Mechanic Foreman</u>	<u>Senior Mechanic</u>
<u>Senior Meter Mechanic/Backflow Tester</u>	<u>Facility Foreman</u>
<u>Facility Specialist I/II</u>	

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## Management Proposal #5:

### ARTICLE 7. DAYS AND HOURS OF WORK

7.3.5. ~~Relief shift operators~~ Employees in continuous operations that are placed in a relief shift shall be notified forty-eight (48) hours in advance of changes in their work schedules. The advance notice specified above shall not apply in cases of illness or other emergencies.

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The following are Management's proposals for the AFSCME 444/2019 Joint Bargaining Team:

## Management Proposal #1

### Article 6. SALARIES AND OTHER PAY

#### Article 6.8 in AFSCME LOCAL 444 / Article 6.12 in AFSCME LOCAL 2019

**Adjustment for Overpayments.** In the event an employee is erroneously overpaid by the District, regardless of fault, the District shall recover overpayment. ~~by deducting from that employee's regular paycheck either the full amount of the overpayment or ten (10) percent of the employee's gross salary, whichever is less, and continue said deductions for as many consecutive pay periods as necessary until full overpayment is recovered.~~ The District shall ~~not commence recovery by payroll deductions until~~ **provide** written notification ~~has been given~~ to the employee at least ten (10) working days in advance, which includes details of the overpayment, and ~~provides the employees with an opportunity to respond before any deduction is made~~ **request that the employee either reimburse the District for the full amount of the overpayment or consent to deduct the overpayment from the employee's paychecks. The notice shall also advise the employee of the right not to consent and the District's ability to exercise all rights and remedies available under the law to recover any unpaid amount.**

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## Management Proposal #2

Article 6. SALARIES AND OTHER PAY

### New language

**6.\_. Advancement through Salary Steps. Employees shall have a step increase after completing probation, then annually through satisfactory performance based upon a written performance appraisal. If an employee's performance is not deemed satisfactory, based upon a written performance appraisal, the employee shall not be eligible for consideration for a step increase that year.**

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## Management Proposal #3

### PROPOSAL SPECIFIC TO COALITION SHARED ADMISSION DAY HOLIDAY

#### Article 14. HOLIDAYS

##### 14.1. Holidays Observed.

14.1.1. The following legal holidays shall be granted eligible employees:

Admission Day

**Floating Holiday (replaces September 9 holiday)**

### New Language

**14.\_. Admission Day will be recognized through a floating holiday. Probationary and regular employees will be eligible for the floating holiday if they are employed prior to July 1 and must take the floating holiday by the beginning of the last pay period in December. The District will allow the individuals to choose this day (September 9) as the floating holiday, provided the department or division does not fall below acceptable minimum staffing. If all applicants for the day cannot be satisfied, selection of which individuals will receive the specified date will be made on the basis of date of request.**

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## Management Proposal #4

### Article 18. INSURANCE BENEFITS

The District will propose a new concept for medical insurance plans to include additional options for employees that will help control the costs of rising premiums, creating a more sustainable approach to District and employee contributions to health plans. The concept will be shared in a work study group with all unions and we look forward to a joint discussion on this topic.

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## Management Proposal #5

### Article 18. INSURANCE BENEFITS

#### Article 18.5.1.b and 18.5.2.b in both Local 444 and Local 2019

18.5.1. State Disability Insurance (SDI). An injured or ill employee may use accrued sick leave, and after sick leave is exhausted, may use compensatory time then vacation to supplement SDI payments from the State if requested in writing provided that:

- a. The combined total of the SDI payment and accrued leave payment does not exceed 100% of the employee's regular biweekly base salary; and
- b. ~~The employee provides a copy of his/her SDI benefit check to the District or authorizes the District to directly receive his/her SDI benefit check so that State and District benefit payments can be coordinated as described in (a) above.~~ Coordination of leave balances with SDI will not be made retroactively.

18.5.2. Paid Family Leave (PFL). The employee may use in the following order family sick leave, compensatory time then vacation to supplement PFL payments from the State if requested in writing provided that:

- a. The combined total of the PFL payment and accrued leave payment does not exceed 100% of the employee's regular biweekly base salary; and
  - b. ~~The employee provides a copy of his/her PFL benefit check to the District or authorizes the District to directly receive his/her PFL benefit check so that State and District benefit payments can be coordinated as described in (a) above.~~ Coordination of leave balances with PFL will not be made retroactively.
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## Management Proposal #6

### Article 19. SUPPLEMENTAL BENEFITS

#### Articles 19.1.4-19.1.6 in both Local 444 and Local 2019

19.1.4. Program payments shall **be disbursed after the second pay period beginning each calendar year. New employees shall have payments disbursed after the second pay period from start date.** ~~begin after the first quarter of each year and shall be made quarterly (or semi-annually or annually at the employee's option to be determined during each annual election) within 30 days after the end of each quarter. For those who elect to receive cash on a taxable basis, a lump sum amount shall be paid after the first quarter of the year.~~

19.1.5. ~~The District may, after consultation with the Union, add or delete for future calendar years any IRS Code Section 125 approved benefits.~~

19.1.6. A third party administrator shall administer the **pre-tax program funds**, including making payments or reimbursements provided for by the program and IRS Code provisions.

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## Management Proposal #7

### Article 19. SUPPLEMENTAL BENEFITS

#### AFSCME LOCAL 2019 VERSION

#### 19.3. 401(a)/401(k)/457 Salary Deferral Accounts.

19.3.4. Administration Fees. The District will pay up to a maximum of \$105,500 annually for District-wide administration of the 401(a)/401(k)/457 deferred compensation ~~programs~~ **plans.**

**Participants in each plan are responsible for** ~~If administrative fees in excess of exceed~~ **exceed** \$105,500, ~~the participating employees in the program will assume the additional costs~~ **Fees are a percent deduction of each participant's account balance(s) based on periodic negotiations with the Third Party Administrator (TPA) and annual review by the Deferred Compensation Advisory Committee.**

## **AFSCME LOCAL 444 NEW LANGUAGE**

### **19.4 Deferred Compensation Administrative Fees.**

**19.4.4 Administration Fees. The District will pay up to a maximum of \$105,500 annually for District-wide administration of the 401(a)/401(k)/457 deferred compensation plans. Participants in each plan are responsible for administrative fees in excess of \$105,500. Fees are a percent deduction of each participant's account balance(s) based on periodic negotiations with the Third Party Administrator (TPA) and annual review by the Deferred Compensation Committee.**

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## **Management Proposal #8**

**Article 22.5.1.2 in L444**

**Article 24.3.1.2 in L2019**

### **Alleged Unlawful Discrimination.**

22.5.1.2.1. & 24.3.1.2.1 If an employee is seeking redress from an action, decision, policy, or condition that he/she believes discriminated against him/her to the extent the applicable law prohibits such discrimination by reason of ~~his/her race, religious creed, color, age, marital status, national origin, ancestry, sex, sexual orientation, physical or mental disability (including HIV and AIDS), or medical condition (cancer or genetic characteristic)~~ **gender identity or expression, race, color, religious creed, national origin, ancestry, age, physical or mental disability (including AIDS and HIV), medical condition (cancer), genetic information, marital or domestic partnership status, sexual orientation, veterans or any other status protected by state and federal laws,** the employee shall first discuss his/her complaint with

his/her immediate supervisor; provided that an employee may alternatively discuss their complaint informally with the ~~Affirmative Action~~ **Diversity and Inclusion** Officer.

If an employee is seeking redress from a District action, decision, policy, or condition that he/she believes to be a result of union membership, non-membership, or any lawful union activity, then the grievance shall be filed with the Manager of Employee Relations.

22.5.1.2.2. & 24.3.1.2.2. If the grievance is not settled through informal discussion and the employee desires further review, a completed and written **Equal Employment Opportunity** (EEO) Discrimination/Harassment Complaint Form and the grievance should be submitted to the ~~Affirmative Action~~ **Diversity and Inclusion** Officer within thirty (30) workdays from the initial date he/she knew or could reasonably have known of the act or omission causing the complaint. The complaint shall be processed in accordance with the EEO Discrimination/ Harassment Complaint Procedure ~~105~~**227**. The ~~Affirmative Action~~ **Diversity and Inclusion** Officer is the final District review level of EEO complaints. If the complaint as described in the EEO Discrimination/Harassment Complaint Form remains unresolved, the grievant may submit the grievance directly to binding arbitration as described in Article 22.5.3.2 & 24.3.3.2. below.

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## **Management Proposal #9**

### **Article 22.2 in L444 / Article 24.2 in L2019**

#### **AFSCME LOCAL 444**

##### 22.2.1.1 Grievance

22.2.1.1. A grievance is any dispute between the District and an employee or group of employees concerning the interpretation or application of this Memorandum; or the interpretation or application of rules or regulations governing personnel practices or working conditions; or the practical consequences of a District Rights decision on wages, hours and other terms and conditions of employment. **The Union shall be allowed to file a grievance on behalf of a current employee and on behalf of an identifiable group of current employees.**

22.2.1.2 A dispute over the terms of this Memorandum of Understanding, or over the terms of rules or regulations governing personnel practices or working conditions, or over the



terms of a District Rights decision on wages, hours and other terms and conditions of employment shall not constitute a grievance.

22.2.1.3. **A class action grievance must be identified as a “class action grievance” and name three (3) or more employees when first submitted. A class action grievance must meet the definition of a grievance as described in Section 22.2.1.1 of this Article.**

~~The Union may file a grievance on behalf of specified unit members if the alleged violation involves unit members in more than one work unit.~~ If the **class action** grievance involves employees in only one (1) division, the grievance shall be filed with the Division Manager at Step 1. If the **class action** grievance involves employees in more than one (1) division, the grievance shall be filed with the Manager of Employee Relations at Step 1.

## **AFSCME LOCAL 2019**

### 24.2.1. Grievance.

24.2.1.1. A grievance is any dispute between the District and an employee or group of employees concerning the interpretation or application of this Contract; or the interpretation or application of rules or regulations governing personnel practices or working conditions; or the interpretation, application, or the practical consequences of a District Rights decision or wages, hours and other terms and conditions of employment. The Union shall be allowed to file a grievance on behalf of a current employee and on behalf of an identifiable group of current employees.

**24.2.1.2 A class action grievance must be identified as a “class action grievance” and name three (3) or more employees when first submitted. A class action grievance must meet the definition of a grievance as described in Section 24.2.1.1 of this Article, to be processed as such.**

24.2.1.23. If the **class action** grievance involves **three (3) or more** employees in only one (1) division, the grievance shall be filed with the Division Manager at Step 1. If the grievance involves **three (3) or more** employees in more than one (1) division, the grievance shall be filed with the Manager of Employee Relations at Step 1.

24.2.1.34. A dispute over the terms of this Contract, or over the terms of rules or regulations governing personnel practices or working conditions, or over the terms of a District Rights decision on wages, hours and other terms and conditions of employment shall not constitute a grievance.

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## **Management Proposal #10**

**Add new AFSCME 444 and AFSMCE 2019 MOU sections referencing disciplinary actions.**

**The District proposes adding temporary salary reduction as a disciplinary action that may be imposed upon a regular employee disciplined for cause. This disciplinary action is subject to appeal through the grievance procedure in each MOU.**

**When the District is considering taking major disciplinary action, temporary salary reduction equivalent to five (5) or more workdays, the District shall provide copies of all written and other relevant materials used by the District, to the employee and his/her representative before the scheduled pre-disciplinary meeting.**

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