

Date: April 21, 2016

RE: ACE Negotiations Update - 2015-16 Tentative Agreement

Dear ACE members:

It's hard to believe we started negotiating with the District back in September, but patience has paid off. We have reached a tentative agreement with the District we believe is very beneficial to you, our members.

In a nutshell:

- 3% COLA, retroactive to July 1, 2015.
- 1% increase to step 7 on the salary schedule, retroactive to July 1, 2015.
- .60% COLA beginning July 1, 2016.
- No increase to employee health care contribution rates for the 2017 plan year.
- One-time funding, by the District, of \$800,000 to the post-97 retiree VEBA fund.
- Article 10, Leaves, changes to language relating to sick leave due to new laws and clarification on jury duty and court appearances.
- Article 11, Layoffs, language changes regarding reemployment rights.
- Article 13, Hours and Overtime, language confirming that a work schedule other than 4-10's during the summer work schedule is an option for employees.

A comprehensive review of the tentative agreement is at the end of this email.

Next step:

Attend a general membership meeting next week for complete details and get your questions answered. Lunch will be served.

Wednesday, April 27	Noon - 1 p.m.	Toyon Room (rm 2020), FH
Thursday, April 28	12:15-1:15 p.m.	DA Admin 109, DA

Voting:

Online voting to ratify these changes will open on Monday, May 2 at 8 a.m. and run through Thursday, May 5 at noon. A separate email, with instructions on how to vote will be sent to you on Monday, May 2. There will be no in-person voting.

This looks great, when will I see the money?

The retroactive COLA and the step increase (if applicable) will show up in your June 30th paycheck.



We look forward to seeing you next week at one of our general membership meetings.

With much appreciation from your negotiations team,

Chris Dubeau, Chair

David Gillett

Cathleen Monsell

Al Rufenelli

Phoung Tran

Chris White

Complete tentative agreement, red indicates language change.

Article 8 – Compensation

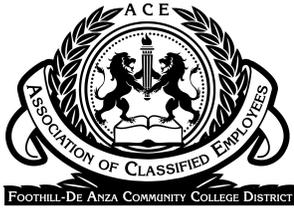
- **3% COLA retroactive to July 1, 2015.** 1.98% more than the 1.02% State approved COLA for 2015-2016.
- **A 1% increase to step 7,** going from 4% to 5% above step 6 and retroactive to July 1, 2015.
- **.60% COLA effective July 1, 2016.**
 - The Governor’s preliminary budget beginning July 1, 2016 is offering a COLA of .47%. In the event the State approved COLA for 2016-2017 is higher than .60%, the COLA will be equal to the state approved amount.

Article 10.1 – Sick Leave

- **Added language:** “Sick leave may be used by an employee who is a victim of domestic violence, sexual assault, or stalking as described by California Labor Code sections 230© and 230.1(a).”
- **Added language:** “Each full-time worker shall be eligible for up to 30 days paid leave to bond with a new child. The time off will be paid from the employees’ accrued sick leave.”
- **Added language:** “The minimum amount of sick leave that can be earned is 24 hours per year.”

Article 10.2 – Jury Duty

- **Changed language:** “The District cannot be responsible for the salary of its workers when they are a party on their own behalf.”
- **Added language:** “ Swing and Grave Shift
 - When an employee whose regular shift is grave receives a jury summons, he/she is to alert the appropriate administrator by providing a copy of the summons.
 - Using the date(s) provided on the summons, the administrator shall adjust the employee’s work schedule from grave to day shift.”



Article 10.3 – Sick Leave Donation

- Added language: “A worker may donate days of sick leave to individual District workers who, due to a serious health condition, have exhausted all accumulated sick leave. Donating workers must retain a **minimum** sixty (60) day balance of sick leave after their donation. No worker may receive more than 40 days of donated leave per year.

Article 10.18 – Court Appearance

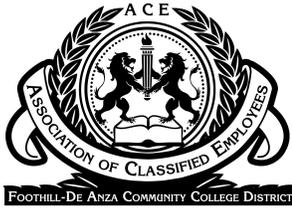
- Leave for the purpose of court appearance shall be available as follows:
 - Workers who appear in court on behalf of the District shall be deemed in working status.
 - When a worker is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another government jurisdiction for reason not brought about through the connivance or misconduct of the worker, a leave without loss of pay will be granted up to the amount of the difference between the unit worker’s regular earnings and any amount received for witness fees, less any mileage allowance.
 - Absence for other court situation should be handled through Personal Necessity Leave, however workers may elect to absent themselves under the authority of this section, but sustain salary deduction for such absence.

Article 11.09 – Reemployment Rights

- **Changed language:** A permanent worker who has been laid off or has taken a voluntary demotion or reduction in hours in lieu of layoff shall have reemployment rights for a period of 39 months from the date of layoff, voluntary demotion, or reduction in hours. A worker who takes a voluntary demotion in lieu of layoff shall be granted the same rights for reemployment in his/her former class as persons laid off but shall retain eligibility for reemployment in the former class for an additional twenty-four (24) months. **Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time by seniority as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority for 24 months.**

Article 11.10 - Right to Apply for Other Positions

- **Changed language:** “In addition to the absolute right to any available position in the class from which he/she was laid off or in which he/she had formally achieved permanency and for which he/she is qualified by seniority, a worker who has been laid off may apply for any open positions in **lateral or lower** classes in which he/she has not served and shall be granted an interview for such a position if he/she meets the basic qualifications set forth in the official job description for the class. **Such laid-off worker shall be offered the job over an applicant who is not currently an employee of the District.”**



Article 11.11 – Reemployment Rights in Other Positions

- **Changed language:** “If a former classified worker who has been laid off is re-employed **off a 39-month reemployment list** in a position other than one in a class to which he/she has rights to reemployment under Section 11.9, he/she shall be re-employed in probationary status but shall regain hours in paid status for seniority purposes, earned sick leave, unused personal necessity leave, and former vacation status. Salary placement in the class in which the worker has not previously served shall be at Step A, or, in appropriate cases as determined by the Director of Human Resources, Step B; however, the worker shall retain any Service Recognition Awards and Professional Growth Awards earned as a worker of the District.”

Article 11.13 – Worker Response

- **Added language:** “A worker shall notify the District of his/her intent to accept or refuse reemployment within 10 days of the mailing of the reemployment notice. If the worker accepts reemployment, he/she must report to work within 30 days following the mailing of the notice. A worker sent a notice of reemployment need not accept reemployment in order to maintain reemployment rights provided the worker notifies the Director of Human Resources within ten (10) days. **If the District has not heard from the employee within then (10) days of receipt of offer, the District may fill the position with someone else.** However, if the worker fails to reply within 10 days or refuses three such offers of reemployment, **he/she will be notified by the District that they will be removed from the reemployment list unless they notify the District in writing of his/her desire to be reactivated on the reemployment list. Employee may indicate a desire to be removed from the list for a specific period of time during the 39-month period. This does not extend the 39-month period.**

Article 13.5.2 – Summer Work Schedule

- Added language: Workers who work fewer than 10 hours per day during the four-day summer workweek shall select one of the following options to cover time not worked:
 - a. use of earned vacation (see Section 10.1 regarding the circumstances under which amounts of sick leave can be converted to vacation;
 - b. use of earned compensatory time;
 - c. leave without pay
 - d. **a revised work schedule and/or location in order to accommodate the employee if they feel they are unable to work a 10 hour per day four-day summer work schedule.**

Article 18 – Benefits

- The District agrees to increase their per employee per month (PEPM) contribution by \$35.00 from \$976 to \$1011.
- There will be NO increase to employee contribution rates for the 2017 plan year.



- The Benefits Rate Stabilization Fund (RSF) shall supplement projected total cost of the health insurance benefits participation for the 2017 plan year subject to a maximum 9.00%
 - In the event overall premium costs increase by more than 9%, the JLMBC shall immediately resume negotiations to reach agreement on how to cover the excess costs.
- VEBA - In the Joint Labor-Management Benefits Committee (JLMBC) which bargains for health benefits, the Unions wanted to increase the value of the VEBA trust (set up to pay post retirement Medicare payments for those employees not entitled to lifetime health benefits). In order to receive this money, the District required it to be passed through its employees because they are adamant in their refusal to directly fund any retirement benefits. How does this work?
 - A one-time allocation of funds in the amount of \$800,000, paid by the District using one-time monies, shall be paid as a benefit allowance to all regular and contract employees during the 2017 plan year.
 - You will see a pass-through of this health benefits payment after June 30, 2016 and it will be a one-time allocation. You will be notified before it passes through your paycheck.
 - **This will have no tax consequences to anyone**, as the salary increase equals the increase in health benefits and will go directly into the VEBA account. Health benefit payments are not subject to taxes as they are paid with pre-tax dollars. The District has advised that if you have questions or concerns feel free to contact Human Resources.
 - Can we just take the health benefits payment and not have it go towards the VEBA? No. These funds are specific to funding the VEBA.