

The District advised the Union that the Tuition Reimbursement amount will be increased from \$2500 to \$3500 annually, upon ratification of the Memoranda of Understanding and Board adoption. The District's procedures will be modified to reflect this change.

AND ALL OTHER TENTATIVE AGREEMENTS

UNION WITHDRAWS

Housekeeping Proposal #5 Paid Absence - Sick Leave/FMLA (JIL)
Housekeeping Proposal #15 Future Negotiations/Amendments
Proposal Withdrawn w/o Prejudice
Proposal # 19 Dental Insurance
Proposal # 16 Insurance Proposal Cash in Lieu

DISTRICT WITHDRAWS

Proposal #10 Unpaid Absences - Up to 12 months in 5 years
Proposal # 12 Retiree Health Care
Proposal # 13 Vision Insurance

FOR THE DISTRICT

Glenn Berkheimer 8/30/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 8/30/07
BRENDA WOOD DATE

**LOCAL 2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT**

Article 6. Salaries and Other Pay

6.1. Salary Schedule.

6.1.1. First Year Increases. Effective April 30, 2007, the monthly salary rates of employees covered by this Contract shall be increased by ~~7%~~ 4.1% as set forth in the attached Appendix "A" dated April 30, 2007.

6.1.2. Second Year Increases. Effective April 28, 2008, the monthly salary rates of employees covered by this Contract shall be increased by the February 2008 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), plus .5%. The minimum increase shall be 2%, and the maximum increase 6% with no reopener.

6.1.3. Third Year Increases. Effective April 27, 2009, the monthly salary rates of employees covered by this Contract shall be increased by the February 2009 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), plus .25%. The minimum increase shall be 2%, and the maximum increase 6%, with no reopener.

6.1.4. Fourth Year Increases. Effective April 26, 2010, the monthly wage rates of employees represented by this Contract shall be increased by the February 2010 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers CPI-W. The minimum increase shall be 2.5% and the maximum increase 6%, with no reopener.

6.1.5. Equity Adjustments.

Information Systems Support Analyst II classification from salary range level 69 to 70.

Materials Testing Technician I classification from salary range 53 to 54.

Materials Testing Technician II classification from salary range 57 to 58.

Recreation Area Attendant classification from salary range 44 to 45.

Senior Programmer Analyst classification from salary range 73 to 74.

The District will perform a classification study related to the Senior Programmer Analyst that will be completed within 180 days of adoption of the MOU.

FOR THE DISTRICT

FOR THE UNION

Glenn Berkheimer 8/30/07
GLENN BERKHEIMER DATE

Brenda Wood 8/30/07
BRENDA WOOD DATE

**LOCAL 2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT**

Article 18. Insurance Benefits

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. During the life of the MOU, the following co-pays will be in effect, the office visit co-pay for Kaiser will be \$5.00 and the prescription drug co-pay will be \$5.00, unless a change is mandated by the provider:

- **Office Visit co-pay \$10 effective January 2008; \$15 effective January 2011**
- **Prescription Drug co-pay \$10/\$15 effective January 2008 for generic and brand name drug types respectively**
- **Emergency Room co-pay \$50 effective January 2011 (waived if admitted)**

18.1.2. Association of California Water Agencies-Blue Cross (ACWA-BC). The District shall provide for ACWA-BC health plan coverage and shall pay the full cost of premiums for eligible employees only. The District shall pay 85% of the costs of premiums for the employee plus dependents and the remainder shall be paid by the employee by payroll deduction. During the life of the MOU, the office visit co-pay for ACWA-BC will be \$15.00 and the prescription drug co-pay will be \$5.00/\$15.00 for generic and brand name drug types, respectively, unless a change is mandated by the provider.

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** ~~the office visit co-pay for will be \$5.00 and the prescription drug co-pay will be \$5.00/\$10.00/\$35.00 based on the drug type for generic, brand, and non-formulary drug types, respectively, unless a change is mandated by the provider-;~~

- Office Visit co-pay \$10 effective January 2008; \$15 effective January 2011
- Prescription co-pay \$10/\$15/\$35 effective January 2008 for generic, brand and non-formulary drug types respectively
- Emergency Room co-pay \$50 effective January 2011 (waived if admitted)

FOR THE DISTRICT

FOR THE UNION

Glenn Berkheimer 8/30/07
GLENN BERKHEIMER DATE

Brenda Wood 8/30/07
BRENDA WOOD DATE

**LOCAL 2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT**

Article 19. Supplemental Benefits

19.1.1. The District shall make payments for full time status and probationary employees under IRS Code Section 125 in the amount of ~~\$705~~:

- \$855 effective January 1, 2008 – December 31, 2010
- \$905 effective January 1, 2011

FOR THE DISTRICT

Glenn Berkheimer 8/30/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 8/30/07
BRENDA WOOD DATE

**LOCAL 2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT**

Article 32. Other Terms and Conditions

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 30, 2007 through April , **2011**. If at least (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.

FOR THE DISTRICT

Glenn Berkheimer 8/30/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 8/30/07
BRENDA WOOD DATE

**2007 NEGOTIATIONS
TENTATIVE AGREEMENT
LOCAL 2019
8/30/07**

Union withdraws Housekeeping Proposal #15 (**Future Negotiations and Amendment of Agreement**) without prejudice. ~~to our position that the side letter is moot.~~

FOR THE DISTRICT

Glenn Berkheimer 8/30/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 8/30/07
BRENDA WOOD DATE

**2007 NEGOTIATIONS
TENTATIVE AGREEMENT
LOCAL 2019**

If the MOU with Local 444 and/or Local 39 includes a different general salary increase (including minimum and maximum CPI parameters), medical benefits or supplemental benefits that was provided to Local 2019, the different general wage increase (including minimum and maximum CPI parameters) medical benefits or supplemental benefits will be provided to Local 2019.

FOR THE DISTRICT

Glenn Berkheimer 8/30/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 8/30/07
BRENDA WOOD DATE

NEGOTIATIONS 2007
LOCAL 2019
PROPOSAL #33

ARTICLE 16. PAID ABSENCE

16.3.2 Compensation. When a job injury leave is authorized, the District shall grant paid leave or supplement payments made by the District's Third Party Workers' Compensation Administrator so that the employee will suffer no loss in his/her regular pay for a period not to exceed 480 total hours for each such injury. When lost time exceeds 480 total hours, the employee may choose to receive Workers' Compensation Insurance only, or he/she may choose to use sick leave, **compensatory time** and/or vacation leave which he/she has to his/her credit to supplement the compensation payments so that he/she shall suffer no loss in his/her regular pay until such sick leave credit is exhausted.

FOR THE DISTRICT

Glenn Berkheimer 8/30/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 8/30/07
BRENDA WOOD DATE

**LOCAL 2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT
UNION PROPOSAL #30**

Article 32. Other Terms and Conditions

32.9.1. The District will provide a transportation subsidy up to a value of ~~\$60~~ **\$105** 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.

FOR THE DISTRICT

Glenn Berkheimer 7/12/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 7/12/07
BRENDA WOOD DATE

Local 2019 NEGOTIATIONS 2007
DISTRICT COUNTER PACKAGE PROPOSAL #9
TO UNION PACKAGE PROPOSAL #11
May 3, 2007

UNION WITHDRAWS

Proposal # 10 7 Day Operations
Proposal # 11 Vacation
Proposal # 24 Classification Study Requests
Proposal # 26 Disciplinary Documents

DISTRICT WITHDRAWS

Proposal # 4 Standby Scheduling
Proposal # 5 Holidays

FOR THE DSITRICT

Glenn Berkheimer 5/3/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 5/3/07
BRENDA WOOD DATE

LOCAL 2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT
DISTRICT COUNTER PROPOSAL
TO
UNION PROPOSAL #18

18.2.1. Supplemental Life Insurance. Effective January 1, 2008, the District shall offer a group life insurance plan that allows an employee to purchase life insurance benefits for his or her spouse or partner. The employee shall pay for the cost of this benefit by payroll deduction. ~~The face value of the life insurance benefit shall be equal to the employee's annual salary rounded to the nearest \$1000.00.~~

FOR THE DISTRICT

Glenn Berkheimer 5/3/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 5/3/07
BRENDA WOOD DATE

2019 NEGOTIATIONS 2007
DISTRICT COUNTER PACKAGE PROPOSAL #6
TO
UNION PACKAGE PROPOSAL #6
April 12, 2007

UNION TO WITHDRAW

Proposal #13 Family Sick Leave
Proposal #5 Twenty Year Wage Increment

DISTRICT TO WITHDRAW

Proposal #9 Unpaid Absence

UNION AGREES TO

District Proposal #7 Holidays - Paid Status (8 Hours)

DISTRICT AGREES TO

Union Proposal # 30 Transit Subsidy

FOR THE DISTRICT

Glenn Berkheimer 4/12/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 4/12/07
BRENDA WOOD DATE

11:05 am

2007 NEGOTIATIONS
LOCAL 2019
PACKAGE COUNTER PROPOSAL #04
04/05/07

UNION TO WITHDRAW

- Proposal #23 External Exam Notification
- Proposal #25 Vacancies
- Proposal #29 Job Site Reporting

DISTRICT TO WITHDRAW

- Proposal #6 Columbus Day
- Proposal #15 Career Development

DISTRICT AGREES TO MODIFY

- Union Proposal #8 Bilingual Pay - \$175

FOR THE DISTRICT

FOR THE UNION

GB 4/5/07
GLENN BERKHEIMER DATE

Bw 4/5/07
BRENDA WOOD DATE

DISTRICT PACKAGE PROPOSAL
TENTATIVE AGREEMENT
March 29, 2007

accepted

UNION TO WITHDRAW

Proposal #7
Proposal # 14
Proposal #28
Proposal #31

Proposal #9

DISTRICT TO WITHDRAW

Proposal #1
Proposal #2

DISTRICT AGREES TO MODIFY

Union Proposal #6
Union Proposal #20

UNION TENTATIVELY AGREES

District Proposal #8

**2007 NEGOTIATIONS
TENTATIVE AGREEMENT
LOCAL 2019 HOUSEKEEPING PROPOSAL "A"**

ARTICLE 16 PAID ABSENCE

16.1.4. Family Sick Leave. Where When employee absence is required due to serious medical emergency in the employee's immediate family (i.e., mother, father, stepmother, stepfather, husband, wife, domestic partner, son, daughter, stepson, stepdaughter, brother, or sister), a maximum of thirteen (13) days (104 hours) accrued sick leave may be used in a payroll year (as defined in Article 8.7).

FOR THE DISTRICT

Glenn Berkheimer 2/22/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 2/22/07
BRENDA WOOD DATE

2007 NEGOTIATIONS

LOCAL 2019 HOUSEKEEPING PROPOSAL "C"
District Counter Proposal

ARTICLE 24 GRIEVANCE PROCEDURE

24.3.2. Step 2. Board of Adjustment.

*2/22/07
BW 2/22/07*

24.3.2.1. If the employee is not satisfied with the Step 1 written response from his/her immediate supervisor ~~or the Affirmative Action Officer~~, the employee must submit the completed Form PE-105, "Statement of Grievance", to ~~his/her Division Manager~~ the Manager of Employee Relations with the names of the Union's Board of Adjustment representatives within ten (10) workdays of the Step 1 written response.

24.3.2.2. A Board of Adjustment meeting shall be held within ten (10) workdays of the receipt of the Form PE -105, "Statement of Grievance" ~~by the Division Manager~~ by the Manager of Employee Relations. In all grievances except those involving suspension and/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. The Manager of Employee Relations or his/her delegate shall chair the Board of Adjustment. If the Division Manager made the decision being grieved, another Division Manager shall be appointed to serve on the Board. In all grievances involving suspension without pay or discharge, 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.

Individuals named in a grievance shall not be allowed to sit on the Board of Adjustment hearing for that grievance.

FOR THE DISTRICT

FOR THE UNION

Glenn Berkheimer 2/22/07

GLENN BERKHEIMER DATE

Brenda Wood 2/22/07

BRENDA WOOD DATE

**2007 NEGOTIATIONS
LOCAL 2019 COUNTER PROPOSAL
DISTRICT HOUSEKEEPING PROPOSAL "D"
TENTATIVE AGREEMENT**

ARTICLE 24 GRIEVANCE PROCEDURE

**24.4. Procedural Steps for Limited Civil Service Examination
Grievance Procedure.**

24.4.2.1. Selection of Arbitrator and Scheduling of Hearing.
Within five (5) working days of the Union's notice to the Manager of Human Resources, an impartial arbitrator shall be jointly selected from the following list, by mutual agreement or by the alternate striking of names: by the District and union. If the parties cannot agree on an arbitrator, then the Manager of Human Resources will request a list of ~~five (5)~~ seven (7) arbitrators from the California State Mediation and Conciliation Service and the parties shall select an arbitrator by mutual agreement or alternately striking names.

~~Walter Kintz
Kathleen Kelly
Donald Twohey~~

FOR THE DISTRICT

Glenn Berkheimer 2/22/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 2/22/07
BRENDA WOOD DATE

**2007 NEGOTIATIONS
LOCAL 2019 COUNTER PROPOSAL
DISTRICT HOUSEKEEPING PROPOSAL "E"
TENTATIVE AGREEMENT**

ARTICLE 30 UNIFORMS AND SAFETY SHOES

30.1. Uniforms and Safety Shoes.

30.1.1. Employees in the following classifications, shall be provided uniforms (as distinguished from personal protective equipment as defined by OSHA regulations and the District Workplace Health & Safety Procedures) and laundering, at no cost to the employee:

- a. Field Service Representative I/II
- b. Senior Field Service Representative
- c. Ranger/Naturalist I/II
- d. Senior Ranger/Naturalist
- e. Recreation Area Attendant
- f. Water System Inspector I/II
- g. Senior Water System Inspector
- h. Wastewater Control Inspector I/II
- i. Senior Wastewater Control Inspector
- j. Fisheries/Wildlife Biologist I/II
- k. Fisheries/Wildlife Technician
- l. Water Conservation Representative
- m. Water Conservation Technician
- n. Water Sampler**
- o. Fishery Aide**

FOR THE DISTRICT

FOR THE UNION

Glenn Berkheimer 3/12/07
GLENN BERKHEIMER DATE

Brenda Wood 3/12/07
BRENDA WOOD DATE

**LOCAL 2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT
UNION HOUSEKEEPING PROPOSAL #1**

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 District shall also furnish, monthly, a list of all newly hired employees and ~~change in~~ ~~status or representation of employees~~ to the Union's Membership Secretary each pay period. who enter and exit represented classifications of Local 2019.*

FOR THE DISTRICT

Glenn Berkheimer 3/2/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 3/5/07
BRENDA WOOD DATE

LOCAL 2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT
UNION PROPOSAL #2

Article 5. Union Activities

5.7. Orientation. As part of the District's new employee orientation program, the Union shall have ~~fifteen (15)~~ *thirty (30)* minutes to provide information and answer questions to new employees who are in classifications covered by this Contract.

FOR THE DISTRICT

Glenn Berkheimer 2/26/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 2/26/07
BRENDA WOOD DATE

NEGOTIATIONS 2007
DISTRICT COUNTER PROPOSAL
LOCAL 2019
HOUSEKEEPING PROPOSAL #3

Article 5. Union Activities

5.9. Labor Management Meetings. The District and Local 2019 agree to continue to ~~shall~~ meet monthly to discuss issues such as child care, benefits and other topics of interest to the *either* parties.

These meetings may include representative(s) of the District's Employee Relations staff, officers of Local 2019 and other District staff, as necessary.

FOR THE DISTRICT

FOR THE UNION

Glenn Berkheimer 2/22/07
GLENN BERKHEIMER DATE

Brenda Wood 2/22/07
BRENDA WOOD DATE

**LOCAL 2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT
UNION HOUSEKEEPING PROPOSAL #4**

Article 8. Overtime

8.7. Compensatory Time.

8.7.1. All employees represented by Local 2019 shall have the option to receive compensatory time in lieu of paid overtime. Compensatory time shall be provided at 1.5 hours for each hour of overtime worked. The maximum accrual of compensatory time will be 75 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 accrued or used 75 hours of compensatory time in a payroll year shall be paid at the appropriate overtime rate. ~~All employees who have accrued compensatory time by the end of the last pay period, for which pay is received in December, shall have their unused compensatory time converted to vacation leave in January of the following year. 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 such compensatory time must be used ~~carried over from the last~~ by the end of the next 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 calendar year, but prior to the end of the year, shall be credited and included in the accrual for the following payroll year.

FOR THE DISTRICT

Glenn Berkheimer 3/8/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 3/8/07
BRENDA WOOD DATE

**2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT
DISTRICT PROPOSAL #8**

ARTICLE 15 VACATIONS

15.3. Use of Vacation.

~~15.3.3. A maximum of 50 vacation leave days (400 hours) may be deferred by employees. Any employee with deferred vacation accrual in excess of 50 days (400 hours) at the end of any calendar year shall have his or her vacation leave balance adjusted and reduced to 50 vacation days at the beginning of the first payroll period in January unless there is specific written authorization from the General Manager to exceed such limits. Employees who have more than four hundred (400) hours of vacation accrued on December 31 will have the option of being paid for all vacation over 400 hours. An employee may carry over a maximum of 400 hours from one payroll year to the next payroll year. Employees who have more than 400 hours of vacation at the end of a payroll year will be paid off for all vacation hours over 400 on the second paycheck of the new payroll year.~~

FOR THE DISTRICT

Glenn Berkheimer 3/29/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 3/29/07
BRENDA WOOD DATE

LOCAL 2019 NEGOTIATIONS 2007
DISTRICT COUNTER
TO
UNION COUNTER PROPOSAL #6
TENTATIVE AGREEMENT

6.4. Work Out of Classification.

6.4.1. When an employee temporarily replaces another employee in a higher ~~or is~~
~~assigned or and performs the work of a higher classification~~, he/she shall be paid the
appropriate higher rate for such work. Assignments to perform the work of a higher
classification pursuant to this Section shall be tracked by hours worked and shall not
exceed 480 hours in a calendar year. The District shall make reasonable efforts to
distribute work out of class on an equal and rotational basis for ~~interested and~~ qualified
employees. *If there are no volunteers for the work out of class assignment, the District
will fill the position by reverse seniority on a rotational basis among qualified
employees.* By use of this Section, the District shall not attempt to avoid District Civil
Service Rules and the filling of regular full time positions. ~~Any position requiring work~~
~~out of classification in excess of 480 hours will be filled accordingly.~~

FOR THE DISTRICT

FOR THE UNION

Glenn Berkheimer 3/29/07
GLENN BERKHEIMER DATE

Brenda Wood 3/29/07
BRENDA WOOD DATE

**NEGOTIATIONS 2007
LOCAL 2019
HOUSEKEEPING PROPOSAL #6**

Article 16. Paid Absence

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 s.~~ Such leave shall not be granted if the employee is the plaintiff or defendant or if the court appearance is for domestic relations matters.

FOR THE DISTRICT

Glenn Berkheimer 2/15/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 2/15/07
BRENDA WOOD DATE

**2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT
TO
DISTRICT MODIFIED PROPOSAL #~~8~~7**

ARTICLE 14. HOLIDAYS

14.2. Eligibility. Full-time employees shall receive the above holidays off with no loss in pay when both the following conditions are satisfied:

14.2.1. The employee works or is on Authorized Leave (with ~~our~~ or without pay) on his/her scheduled workday immediately before and immediately after the holiday; and

14.2.2. The employee is in a paid status for at least 16 8 hours within the payroll period in which the holiday falls.

It is understood by the parties that the District will change Procedure 224 Holiday Leave, Holiday in an Unpaid Status to reflect this agreement.

FOR THE DISTRICT:

FOR THE UNION:

Glenn Berkheimer 4/12/07
GLENN BERKHEIMER DATE

Brenda Wood 4/12/07
BRENDA WOOD DATE

NEGOTIATIONS 2007
LOCAL 2019
HOUSEKEEPING PROPOSAL #7

Article 16. Paid Absence

16.2.11. Blood Donation. Consistent with the District operating requirements, employees shall be granted special leave of two (2) hours for giving blood donations ~~to~~ *at* the District, accredited hospital, or Red Cross blood banks.

FOR THE DISTRICT

Glenn Berkheimer 2/15/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 2/15/07
BRENDA WOOD DATE

**LOCAL 2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT
DISTRICT COUNTER PROPOSAL
TO
UNION PROPOSAL #8**

6.10. Bilingual Pay. Employees assigned to use more than one language in the course of their employment shall be paid ~~\$250/~~ \$175/month for use of each language, including sign language, provided the following conditions are met: a) the District verifies in writing the recurring need to utilize the second language skill on the job, b) the District verifies the employee's language proficiency, and c) the District has the exclusive right to determine the need for job required usage of the second language, the number of persons receiving the pay, and which individuals shall be assigned duties requiring second language proficiency. Employees on unpaid status for two consecutive pay periods, due to illness or injury, will have their bilingual 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 bilingual premium payments discontinued effective the first full pay period after their leave begins and their payments will resume once they have returned to work.

FOR THE DISTRICT

FOR THE UNION

Glenn Berkheimer 4/5/07
GLENN BERKHEIMER DATE

Brenda Wood 4/5/07
BRENDA WOOD DATE

LOCAL 2019 NEGOTIATIONS 2007
DISTRICT COUNTER
TO
UNION HOUSEKEEPING PROPOSAL #8

Article 18. Insurance Benefits

18.8.2. Retirement Multipliers. The District shall ~~increase the retirement multipliers of 2.2% and 2.42% to~~ are 2.6% (1980 Plan) and 2.82%, (1955 Plan) respectively depending on the plan the employee participates in, for all participants who earn District Service Credit on or after January 1, 2004.

18.8.3. Employee Contribution Rate. The employee contribution rate ~~will be increased as noted below:~~ is 6.83% of compensation.

18.8.4. The employee contribution rates ~~reflected above will be~~ is fixed as of the date specified above unless the parties agree to an improvement in current retirement benefits through the meet and confer process.

FOR THE DISTRICT

FOR THE UNION

Glenn Berkheimer 2/26/07
GLENN BERKHEIMER DATE

Brenda Wood 2/26/07
BRENDA WOOD DATE

NEGOTIATIONS 2007
LOCAL 2019
HOUSEKEEPING PROPOSAL #9

Article 22. Career Development

22.1.5. Employees may apply to administratively transfer without exam between classifications which have the same salary levels and identical or very similar minimum qualifications (e.g. Senior Administrative Clerk and ~~Senior Administrative Secretary~~ *Administrative Secretary II*), if they have regular status in one class.

FOR THE DISTRICT

FOR THE UNION

Glenn Berkheimer 2/15/07
GLENN BERKHEIMER DATE

Brenda Wood 2/15/07
BRENDA WOOD DATE

NEGOTIATIONS 2007
LOCAL 2019
HOUSEKEEPING PROPOSAL #10

Article 22. Career Development

22.2.2. Eligibility For Reassignment.

22.2.2.2. Each June, employees will be reminded/informed of the reassignment process by *e-mail*, a "LOG" article and Bulletin Board postings.

FOR THE DISTRICT

Glenn Berkheimer 2/15/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 2/15/07
BRENDA WOOD DATE

NEGOTIATIONS 2007
LOCAL 2019
HOUSEKEEPING PROPOSAL #11

Article 22. Career Development

22.2.7.1. The duration of employment eligible lists shall be one (1) year unless extended, at the District's discretion, for up to one (1) additional year. ~~All existing lists may be extended for up to one (1) additional year rather than extended for six (6) months and all new lists may be extended for one (1) additional year.~~

FOR THE DISTRICT

Glenn Berkheimer 2/15/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 2/15/07
BRENDA WOOD DATE

**LOCAL 2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT
HOUSEKEEPING PROPOSAL #12**

Article 24. Grievance Procedure

24.3. Procedural Steps.

24.3.1.1. The employee who has a grievance other than discrimination may, with or without the assistance of a representative, discuss the matter informally with his/her immediate supervisory. If the grievance is not settled through informal discussion and the employee desires further review, a completed and written form PE-105, "Statement of Grievance", must be submitted to the employee's immediate supervisor within ~~ten (10)~~ **twelve (12)** workdays from the initial date he/she knew, or reasonably could know, of the act or omission causing the grievance. If the grievance is challenging a disciplinary action, the grievance shall be filed with the supervisor of the person who rendered the disciplinary action within ~~ten (10)~~ **twelve (12)** workdays.

FOR THE DISTRICT

Bw
428

Glenn Berkheimer 3/19/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 3/19/07
BRENDA WOOD DATE

NEGOTIATIONS 2007
LOCAL 2019
HOUSEKEEPING PROPOSAL #13

Article 24. Grievance Procedure

24.3.1.2.2. If the grievance is not settled through informal discussion and the employee desires further review, a completed and written EEO Discrimination/Harassment Complaint Form with and the grievance must *should* be submitted to the Affirmative Action Officer within ~~twelve (12)~~ *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 ~~5-05~~ 105. The Affirmative Action 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 24.3.3.2. below.

FOR THE DISTRICT

Glenn Berkheimer 2/26/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 2/26/07
BRENDA WOOD DATE

**LOCAL 2019 NEGOTIATIONS 2007
DISTRICT COUNTER PROPOSAL
TO
UNION COUNTER PROPOSAL #20
3/29/07**

18.5. State Disability Insurance (SDI)/Paid Family Leave (PFL). Employees represented by Local 2019 shall have SDI premiums deducted from their individual salaries at the rate determined by the State of California. When an employee *or qualified dependent* sustains an injury or illness that qualifies him/her to receive SDI/PFL payments, the employee will receive SDI/PFL payments from the State based on the benefit amount in effect at the time the injury or illness occurs.

18.5.1 State Disability Insurance (SDI)

An injured or ill ~~the~~ employee may use accrued sick leave, and after sick leave is exhausted, may use *compensatory time then* vacation ~~or~~ to supplement SDI/PFL payments from the State if requested in writing provided that:

- a. The combined total of the SDI/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 SDI/PFL benefit check to the District or authorizes the District to directly receive his/her SDI/PFL benefit check so that State and District benefit payments can be coordinated as described in (a) above. Coordination of leave balances with SDI/PFL will not be made retroactively.

18.5.2 Paid Family Leave (PFL)

The employee may use in the following order family sick leave, ~~or~~ 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.

FOR THE DISTRICT

FOR THE UNION

Glenn Berkheimer 3/29/07
GLENN BERKHEIMER DATE

Brenda Wood 3/29/07
BRENDA WOOD DATE

**LOCAL 2019 NEGOTIATIONS 2007
TENTATIVE AGREEMENT
UNION PROPOSAL #30**

Article 32. Other Terms and Conditions

32.9.1. The District will provide a transportation subsidy up to a value of ~~\$60~~ **\$100** 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.

FOR THE DISTRICT

Glenn Berkheimer 4/12/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 4/12/07
BRENDA WOOD DATE

**2007 NEGOTIATIONS
TENTATIVE AGREEMENT**

LOCAL 2019 HOUSEKEEPING PROPOSAL "F"

**APPENDIX A
UNITS/CLASS TITLES/SALARY RANGES
LOCAL 2019, AFSCME**

These lists of classifications include all Limited-Term and Temporary Construction classes that are related to Local 2019 represented classifications.

PROFESSIONAL AND RELATED UNIT

ACCOUNTANT I
ACCOUNTANT II
ACCOUNTANT III
ACCOUNTING AND FINANCIAL SYSTEMS ANALYST
ACCOUNTING TECHNICIAN
ASSISTANT CAPITAL PROJECTS COORDINATOR
ASSISTANT ENGINEER
ASSISTANT PLANNER
ASSISTANT WATER RESOURCES SPECIALIST
ASSOCIATE ARCHITECT
ASSOCIATE CIVIL ENGINEER
ASSOCIATE CONTROL SYSTEM ENGINEER
ASSOCIATE ELECTRICAL ENGINEER
ASSOCIATE MECHANICAL ENGINEER
ASSOCIATE PLANNER
ASSOCIATE WATER RESOURCES SPECIALIST
BUYER I
BUYER II
CHEMIST I
CHEMIST II
COST ESTIMATOR
ENVIRONMENTAL HEALTH & SAFETY SPECIALIST I
ENVIRONMENTAL HEALTH & SAFETY SPECIAIST II
FISHERY/WILDLIFE BIOLIGIST I
FISHERY/WILDLIFE BIOLIGIST II
INFORMATION SYSTEM SUPPORT ANALYST II
JUNIOR ENGINEER
JUNIOR WATER RESOURCES SPECIALIST
MICROBIOLOGIST I
MICROBIOLOGIST II
REAL ESTATE REPRESENTATIVE I

REAL ESTATE REPRESENTATIVE II
REAL ESTATE REPRESENTATIVE III
RESEARCH CHEMIST
RESEARCH MICROBIOLOGIST
SECURITY & EMERGENCY PREPAREDNESS SPECIALIST
SENIOR CHEMIST
SENIOR ENVIRONMENTAL HEALTH & SAFETY SPECIALIST
SENIOR MICROBIOLOGIST
SENIOR REAL ESTATE REPRESENTATIVE
STUDENT INTERN
TELECOMMUNICATION SYSTEMS SPECIALIST
WATER SYSTEM PLANNING ANALYST

TECHNICAL UNIT

CHIEF OF PARTY
COMPUTER OPERATIONS SPECIALIST
COMPUTER OPERATOR I
COMPUTER OPERATOR II
COMPUTER OPERATOR III
CONSTRUCTION INSPECTOR
CONSTRUCTION/MAINTENANCE SCHEDULER
CORROSION CONTROL TECHNICIAN
DRAFTER I
DRAFTER II
DRAFTER III
EMPLOYEE TRANSPORTATION COORDINATOR
FISHERIES AIDE
FISHERY/WILDLIFE TECHNICIAN
GRAPHIC DESIGNER I
GRAPHIC DESIGNER II
HYDROGRAPHER I
HYDROGRAPHER II
HYDROGRAPHER III
INFORMATION SYSTEMS SPECIALIST I
INFORMATION SYSTEMS SPECIALIST II
INFORMATION SYSTEMS SPECIALIST III
INFORMATION TECHNOLOGY INTERN I
INFORMATION TECHNOLOGY INTERN II
LABORATORY TECHNICIAN I
LABORATORY TECHNICIAN II
LABORATORY TECHNICIAN III
MATERIALS INSPECTOR
MATERIALS TESTING TECHNICIAN I
MATERIALS TESTING TECHNICIAN II
NETWORK ANALYST I
NETWORK ANALYST II
NETWORK ANALYST III

OFFSET DUPLICATING MACHINE OPERATOR I
OFFSET DUPLICATING MACHINE OPERATOR II
OFFSET DUPLICATING MACHINE OPERATOR III
PARDEE FACILITIES COORDINATOR
PIPELINE DESIGNER I
PIPELINE DESIGNER II
PRINTING TECHNICIAN I
PRINTING TECHNICIAN II
PROGRAMMER ANALYST I
PROGRAMMER ANALYST II
RANGER/NATURALIST I
RANGER/NATURALIST II
RECREATION AREA ATTENDANT
RISK MANAGEMENT ASSISTANT
SENIOR CONSTRUCTION INSPECTOR
SENIOR DRAFTER
SENIOR GRAPHIC DESIGNER
SENIOR PIPELINE DESIGNER
SENIOR PRINTING TECHNICIAN
SENIOR PROGRAMMER ANALYST
SENIOR RANGER/NATURALIST
SENIOR SYSTEMS PROGRAMMER
SURVEY TECHNICIAN I
SURVEY TECHNICIAN II
SYSTEMS PROGRAMMER I
SYSTEMS PROGRAMMER II

SERVICE AND INSPECTION UNIT

FIELD SERVICES REPRESENTATIVE I
FIELD SERVICES REPRESENTATIVE II
INDUSTRIAL WATER CONSERVATION REPRESENTATIVE
NEW BUSINESS REPRESENTATIVE I
NEW BUSINESS REPRESENTATIVE II
SENIOR FIELD SERVICES REPRESENTATIVE
SENIOR NEW BUSINESS REPRESENTATIVE
SENIOR WASTEWATER CONTROL INSPECTOR
SENIOR WATER SYSTEM INSPECTOR
WASTEWATER CONTROL INSPECTOR I
WASTEWATER CONTROL INSPECTOR II
WASTEWATER CONTROL REPRESENTATIVE
WATER CONSERVATION REPRESENTATIVE
WATER CONSERVATION TECHNICIAN
WATER SAMPLER
WATER SYSTEM INSPECTOR I
WATER SYSTEM INSPECTOR II

CLERICAL UNIT

ACCOUNT CLERK II
ACCOUNT CLERK III
ADMINISTRATIVE CLERK
ADMINISTRATIVE SECRETARY I
ADMINISTRATIVE SECRETARY II
CUSTOMER SERVICES REPRESENTATIVE I
CUSTOMER SERVICES REPRESENTATIVE II
CUSTOMER SERVICES REPRESENTATIVE III
DISPATCH/CONTACT CENTER REPRESENTATIVE
MESSENGER-MAIL CLERK
SENIOR ADMINISTRATIVE CLERK
SENIOR CUSTOMER SERVICES REPRESENTATIVE
SENIOR DISPATCH/CONTACT CENTER REPRESENTATIVE
SENIOR MESSENGER-MAIL CLERK
SENIOR TELEPHONE/RADIO OPERATOR
TELEPHONE/RADIO OPERATOR
WORD PROCESSING SPECIALIST I
WORD PROCESSING SPECIALIST II

PART-TIME CLASSIFICATIONS

ENGINEERING AIDE

FOR THE DISTRICT

Glenn Berkheimer 2/22/07
GLENN BERKHEIMER DATE

FOR THE UNION

Brenda Wood 2/22/07
BRENDA WOOD DATE