

Union → City
1.29.2020

Operating Engineers, Local 3
January 29, 2020
POPRA Negotiations
Package proposal

1. Fiscal Year 2019-2020. In acknowledgement of the current recruitment and retention issues of classifications assigned to OE3 (Park Ranger and Senior Park Ranger), effective January 1, 2020, all salary ranges for employees holding positions in classifications assigned to the OE3 (Park Ranger and Senior Park Ranger) shall receive an approximate 5% salary increase.
2. Fiscal Year 2020-2021. Effective July 1, 2020, all salary ranges for employees holding positions in classifications assigned to OE3 shall receive an approximate 4% salary increase. Effective July 1, 2020 all employees in this bargaining unit will be eligible for a 1.75% Crisis Intervention Training premium pay. Employees who signed-up or have completed the Crisis Intervention Training will be eligible to receive the Crisis Intervention Training premium pay.
3. Fiscal Year 2021-2022. Effective July 1, 2021, all salary ranges for employees holding positions in classifications assigned to OE3 shall receive an approximate 3.5% salary increase. Effective July 1, 2021, all employees in this bargaining unit will receive an additional Crisis Intervention Training premium pay increase of 1% for a total of 2.75%.
4. Fiscal Year 2022-2023. Effective July 1, 2022, all salary ranges for employees holding positions in classifications assigned to OE3 shall receive an approximate 3.5% salary increase. Effective July 1, 2022, the Crisis Intervention Training premium pay shall be increased by an additional 1% for a total of approximately 3.75%.
5. Premium Pay Compensation for the benefits referenced below, shall be calculated from the eligible employee's base rate. In the event that an employee is eligible for more than one such benefit, compensation for each shall be separately calculated from the base rate and shall not be compounded. Employees shall not be eligible for any of the premium pays below when on paid or unpaid leave for two full consecutive pay periods. The loss of premium shall occur in the second consecutive pay period in which an employee reports 80 hours of "leave" that follows a pay period where the employee reported 80 hours of leave. In this case, the employee would not receive premium pay in the second consecutive pay period where

80 hours of leave were reported and the loss of premium pay shall continue until the pay period the employee returns to work. For example, if an employee received 160 hours of consecutive paid leave in two consecutive pay periods and would regularly receive premium pay while on regular paid time, he/she would only receive premium pay for the first eighty hours and would not receive any premium pay beyond the initial eighty hours for any consecutive full pay periods that the employee continues on leave.

5.1 Training Officer Duty Pay: Each employee in the classification of Park Ranger or Senior Park Ranger, who is assigned, and does perform, the duties of a Training Officer shall receive an amount equivalent to a one step increase under the biweekly pay plan during each biweekly period of such assignment, in addition to the salary fixed and established for said classification.

5.1.1 An employee who is assigned on a temporary basis to perform Training Officer duties, shall receive an amount equivalent to a one-step increase under the biweekly pay plan for all hours actually worked performing such duties.

Term – January 1, 2020 – June 30, 2023 – (as proposed by the Union on 12/4/19, but the language must also contain the following, "It is mutually agreed that the first meeting of the parties will be held no later than fifteen (15) calendar days after the City or Union receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates.

Witness Leave (As proposed 1/15/2020)

Hours of Work & Overtime (As proposed 1/29/2020)

Uniform Allowance (As proposed by the City 12/4/19)

All T/A's approved as of January 8, 2020

Reopener – City Healthcare Program

This package proposal is submitted in an attempt to reach a settlement. In the event the package proposal is not accepted in its entirety, the union reserves the right to modify, amend and/or add proposals.

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ARTICLE XX HOURS OF WORK AND OVERTIME

OE3 Counter
January 15, 2020

X.1 The workweek shall be seven (7) days commencing at 12:01 a.m. Sunday and ending at 12:00 Midnight the following Saturday.

X.2 The normal work schedule shall be 40 hours consisting of four (4) days of ten (10) hours each, inclusive of a lunch period ~~for employees working this schedule.~~

X.2.1 It is understood and agreed that specific employees may be assigned a different work schedule as a result of a transfer, promotion, shift rotation, or other changes made pursuant to this agreement or applicable ordinances or resolutions. Employees who work alternating shifts, i.e. weekends, may request review of the methodology and procedures to assign employees to particular shifts. The request for review will be made through the union, to the employee's department and to the Office of Employee Relations. The department and Office of Employee Relations will arrange and participate in meetings with the union for the purpose of discussing changes that will meet the operational needs of the City and the needs of the employee.

X.2.2 When an employee's work schedule is changed involuntarily, the employee will be given fourteen (14) calendar days advance notice prior to the implementation of the revised schedule except when there are extenuating circumstances as determined by the City. This provision does not apply to any schedule changes that may result as part of the Return-to-Work or accommodation process, or compliance with this agreement. Nothing in this provision shall preclude an employee from agreeing to begin the revised schedule in less than fourteen (14) calendar days.

X.2.3 The department may change the workday or work schedule in a section including the adoption of a five day, eight -hour per day schedule, if it determines such schedule is in the City's best interest.

X.2.4 The Union may discuss with the department specific proposals for scheduling flexibility within the context of the regular 40-hour workweek. The Department may adopt such plans on a trial or permanent basis during the life of this contract.

X.3 Employees shall be *given* two (2) or three (3) consecutive days off depending on their 40 hour work schedule, even though the days off are in different workweeks, except, where due to a change in the employee's work schedule, it is impossible to provide two (2) or three (3) consecutive days off.

X.4 The Department Director, or designee, subject to regulation and control by the City Manager, shall determine the number of hours of work per workday and workweek for part-time employees. Such employees, however, shall not be required to work a normal

work schedule except on an intermittent basis.

X.5 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. Paid time off, with the exception of holiday leave, shall not be considered time worked for the purpose of calculating eligibility for overtime.

X.5.1 Notwithstanding 5 above, any Full-time employee who works in excess of twelve (12) continuous hours shall receive two times the base hourly rate for all hours worked in excess of twelve (12) continuous hours. Notwithstanding 5.1, to be eligible for double time, paid absences shall not count towards determining eligibility for overtime at the 2.0 rate.

X.6 Except as provided in X.5.1, overtime worked shall be compensated at the 1.5 rate. An employee assigned to work overtime may elect to either be paid for such overtime worked or be credited with compensatory time, subject to Department approval.

X.7 Compensatory time credited to an employee, and which is not taken within 26 pay periods following the pay period in which the overtime is worked, shall be paid to the employee at the appropriate rate.

X.8 Notwithstanding any other provision of this Section to the contrary, the Department Director, or designee, may announce the intent of the Department to pay employees the appropriate rate for accrued compensatory time that is not used as of a date specified by the department. The announcement will specify a date by which time each affected employee must elect to either:

- a) be paid for all accrued, unused compensatory time, OR;
- b) be paid for all but 24 hours of such accrued, unused compensatory time, OR;
- c) retain all accrued, unused compensatory time, subject to other applicable provisions of this Section X.9.

X.8.1 Any employee not making an election will retain their compensatory time, subject to other provisions of this Section.

X.9 An employee who is terminated by reason of resignation, discharge or retirement and who upon the effective date of such termination has accrued unused compensatory time earned from and after July 1, 1968, shall be paid for such hours of unused compensatory time at the appropriate rate. In the event the termination results from the death of the employee, the payment, if any, shall be made to the executor of the Will or the administrator of the estate.

X.10 A 15-minute paid rest period will be provided in each half of the-regularly scheduled work shift. Insofar as is possible, rest periods shall be scheduled in the middle of each half of the shift. It is understood and agreed that the inability to permit an

employee to take a rest period shall not be a basis for any claim for overtime compensation.

An unpaid meal break period of at least 30 minutes will be provided as near as possible to the middle of the shift, for any regularly scheduled shift of six (6) hours or longer, if practical. ~~If no meal break is provided, the supervisor shall either adjust the end of the workday or pay the employee the appropriate rate for the time worked.~~