



COALITION OF LA CITY UNIONS

CONTRACT 2007 ~ TENTATIVE AGREEMENT

October 2007

AFSCME LA City Local Unions

- 164 – CRA Basic Unit
- 585 – CRA Professional Unit
- 741 – LA City Part Time Recreation Unit
- 901 – Recreation and Parks Prof. Unit
- 1890 – CRA Management Assoc.
- 2006 – LA City Prof. Medical Employees
- 2204 – CRA Supervisory Unit
- 2626 – Librarians Guild,
Supervisory and Rank & File
- 3090 – LA City Clerical and
Support Employees
- 3672 – Executive Administrative Assistants

International Union of Operating Engineers Local 501

Laborers' Local 777

LA/Orange Counties Building & Construction Trades Council

Service Employees International Union Local 721

- LAPMA – LA Prof. Manager's Assoc.
- LACAA – LA City Attorneys Assoc.

Teamsters Local 911

Dear Brothers and Sisters,

Your bargaining team is pleased to present to you this tentative agreement. We are confident that it meets the goals and interests that members set out at the beginning of the process.

This agreement is historic not only because of what we fought hard to get, but because of how we got there.

By working as a Coalition, City unions were able to support each other, increase our strength, and earn greater respect from the City. Instead of letting the City pit one Union against another, we stuck together and were able to negotiate a better package that works for everybody.

At Mayor Villaraigosa's invitation, we negotiated this agreement with the City through a process called mutual gains bargaining. Through mutual gains bargaining, we were able to talk straight with the City, open the books together, and focus on problem solving. And the problem solving has just begun. We solved many long-standing issues at the table, such as improving the grievance process and addressing inconsistencies between MOUs. We also set up a series of Joint Labor-Management Committees to help implement the contract and tackle other problems.

Following the model of mutual gains bargaining, the following summary of Coalition-wide agreements shows the interests they address with the outcomes we negotiated. Please read carefully and call your Local Union if you have any questions.

We will keep up the solidarity as negotiations continue for those units in the Community Redevelopment Agency (CRA).

In solidarity,



LA Works
Because
We Do!



COLA, Compensation, and Benefits

Interest: Equitable Wages that Keep Up with the Cost of Living.

Outcome: A combination of cost-of-living increases and new steps that will keep up with expected increases in cost of living and take a big step forward over the 5 years.

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
COLA	2% + 2%	3%	3%	2.25%*	2.25%*
Step/Increase			2.75%	2.75%	2.75%
Flex Cash					\$115/month

COLA (Cost of Living Adjustment): The first 2% will be retroactive to July 1, 2007. The second 2% will come January 1, 2008. The rest of the COLAs will begin July 1 of each year.

Step Increases: will apply to all workers who have been on Step 5 for one year per additional half step and to most flat-rated workers at the time of the increase. Movement on the new salary adjustment is based on 12 months at the previous level. Three new half-step (2.75%) increases will be effective January 1 of 2010, 2011, and 2012. The increases will apply to part time workers, who will be eligible after accumulating 1000 hours of service for each step. Hours earned after 7/1/07 will count for part-time workers.

Flex Benefit Cash: increase will begin January 1, 2012, when Unions have successfully met a \$25 million gain-sharing goal (details below). Full-time workers will receive \$115/month and half-time workers eligible for LACERS will receive \$57.50 per month in flex. This sum may be taken as cash, as deferred comp, or used toward additional benefits such as family dental. This flex increase will continue - it is not a one time only benefit.

Economic Reopener: If City Revenues increase by 3% over projections in Year 3 or 4, City and Coalition bargaining teams will discuss adjusting the following year's COLA **upward** from 2.25%.

Examples of Increases (Includes COLA and Step Increases):

<u>Annual Pay</u>			<u>Bi-Weekly Pay</u>		
<u>Current</u>	<u>Increase</u>	<u>End of Contract</u>	<u>Current</u>	<u>Increase</u>	<u>End of Contract</u>
\$40,000	\$10,072	\$50,072	\$1,527	\$384	\$1,911
\$60,000	\$15,108	\$75,108	\$2,290	\$577	\$2,867
\$80,000	\$20,144	\$100,144	\$3,053	\$769	\$3,822

Mutual Commitment to LA's Future

Interest: Partnership to Build the LA Economy and Enhanced Labor-Management Relations.

Outcome: Create ongoing dialogue between Coalition Unions and City about the budget. This ensures the Coalition a strong voice at the table if there are hard years ahead. If revenues decline and cuts have to be made, workers will have input on those decisions.

- ✍ Coalition representatives and City leaders will meet at least every six months to go over budget forecasts.
- ✍ If City revenue declines by more than 1%, City leaders and the Coalition will meet to discuss the impact and look at solutions.
 - o Does not allow City to modify our contract.
 - o City and union retain all rights under the law.

Gains Sharing Committee

Interest: Enhance Labor–Management Relations. Gain recognition from City that front-line workers know best how to improve service and efficiency. To help improve financial package, show that workers and unions will do our part to increase efficiency, save costs, and find new revenue.

Outcome: City recognizes Unions and members as partners in improving City service delivery. Gains Sharing Committee will look at ideas and help get City and Department buy–in for savings plans. Union will reach \$25 million goal in exchange for cash to members in final year of the agreement.

- ✍ A Joint Labor–Management Committee on Gains Sharing will be created. Committee will evaluate ideas and make recommendations to City Council on:
 - o Improving City Services.
 - o Creating New Operational Revenue.
 - o Saving Costs.
- ✍ The Coalition of L.A. City Unions commits to find \$25 million of verifiable, annual, and ongoing savings or new operational revenue for the City.
- ✍ Upon the Coalition reaching the \$25 million target, the City will apportion flex dollars to members beginning January, 2012.
- ✍ Any funds in excess of \$25 million will be received and reviewed by the Committee on Gains Sharing, which will make recommendations to the City Council for final allocation.
- ✍ An initial move will lengthen the time on the first step, for workers on steps, from six to twelve months.
 - o This will not impact the step or pay of current workers, unless they switch classifications.
 - o Those beginning a step progression in the future would spend twelve months on the first step before moving to the second, in line with other public agencies.
 - o After the first step, step progression would be unchanged.

Safety Committee

Interest: Commitment to Workplace Safety - a strong, healthy workforce; reduction in monetary and manpower costs associated with on the job injuries and illnesses.

Outcome: Secured commitment from City to address safety in a systematic way.

- ✍ A Joint Labor–Management Committee on Safety will be created. City and Unions will provide necessary resources for committee work.
- ✍ Goals of the Safety Committee are to promote safe and healthful workplace, reduce accidents, injury, and illness.
- ✍ The Committee will make recommendations on training, worksite safety, use of equipment and safety equipment.
- ✍ Savings generated will be reported to the Gains Sharing Committee to count towards the union target.

Part-Time Workers Committee

Interest: Part-Time Work Policies Aligned with City Values and Benefits that Provide for Family Security. Part-time jobs should provide benefits, and the City should create full-time jobs wherever possible. Move City's hiring and scheduling practices toward creation of family-supporting jobs at living wages.

Outcome: Through a joint labor-management committee, evaluate the City's practices and break down barriers to improving hours and creating part-time jobs with benefits. Committee will monitor transition from part-time to half-time positions to ensure movement towards benefits for these workers. The initial focus will begin in the Department of Recreation and Parks, which employs the greatest number of part-time workers.

- ✍ A Joint Labor-Management Committee on Part-Time Work will be created.
- ✍ The Committee will be formed in the Department of Recreation and Parks, and it will include representatives from the CAO and Personnel Department.
- ✍ The Committee will review operations, identify obstacles, and recommend solutions towards the goals of transitioning non-benefited part-time positions to half-time jobs with benefits wherever possible, consolidating part-time positions to full-time where it makes sense, and developing career ladders for part-time workers.
- ✍ Achievements of the Part-Time Committee will serve as a model for all City departments.

Bonus and Codes Committee

Interest: Consistent Language and Practice on Key Issues – Bring MOUs in line with each other on similar bonuses and standards and make sure that bonuses are applied fairly and to the people who should be getting them.

Outcome: Create a Bonus and Codes Committee to take a systematic look at the City's bonuses and codes, as well as individual bonuses that may need to be modified or created.

- ✍ A Joint Labor-Management Committee on Bonuses and codes will be created to analyze the City's system of bonuses and special pay.
- ✍ Goals will be to simplify the City's bonus system while providing incentives to improve work processes and recruit and retain the best workers.

Protection Against Contracting Out

Interest: Partnership to Build the LA Economy – keep work within the City where possible and ensure that City work is handled by workers earning good wages with benefits.

Outcome: Apply limits on contracting out more broadly across City units.

- ✍ Expand protections against unnecessary contracting of City work.
- ✍ An important protection negotiated previously by SEIU will now be applied to all Coalition units.

Grievance Procedure

Interest: Enhance labor–management relations. Ensure that grievances are handled fairly and quickly.

Outcome: Streamlined grievance procedure focused on problem resolution.

- ✍ Faster process will cut up to 100 days off the grievance process.
- ✍ Equal time for Union and Management.
- ✍ Ability to file grievance that goes straight to General Manager.
- ✍ Parties may go to mediation at any point in the process.
- ✍ Union has ability to file grievances to resolve problems affecting groups of two or more members.

Union Stewards

Interest: Empower union stewards and front-line supervisors to solve problems at the level they occur.

Outcome: Create a training program for stewards and supervisors, and provide investigation time for stewards.

- ✍ Unions and City will create training program to certify Union Stewards and Front–Line Supervisors.
- ✍ Whenever possible, Certified Supervisors will hear grievances.
- ✍ Certified Stewards will be able to spend up to an hour on City time to investigate a grievance.

Pay for Work at a Higher Level

Interest: Consistent Language and Practice on Key Issues.

Outcome: Standardized qualifying period and pay across bargaining units. Acting pay is not intended as a replacement for filling higher level positions. The status review provisions are created to give the employee and union information necessary to raise an issue when management leaves an employee in an acting position longer than the employee desires.

✍ **Temporary Absence at Higher Level:**

When an employee is assigned to perform the duties of a higher level position due to a temporary absence at the higher level, he or she shall become eligible for additional compensation (5.5%) following a one-time qualifying period.

✍ **Vacant Higher Level Position:**

When an employee is assigned to perform duties of a vacant higher level position, he or she will be eligible for additional compensation (5.5%) from the first day of the assignment.

✍ **Status Review:**

When an employee has filled an acting assignment for three months, management will review the status of the vacancy to determine when it can be filled. At that time, the employee may request to be removed from the acting assignment.

At the Union's request, management will provide a list of employees in acting positions on a yearly basis.

Lead Assignment

Interest: Consistent Language and Practice on Key Issues.

Outcome: Standardized Lead Pay.

- ✍ Standardizes at 5.5% and broadens to include employees who act as lead workers over employees in other classifications.

Disturbance Calls

Interest: Consistent Language and Practice on Key Issues.

Outcome: Standardizes Disturbance Pay and increases to overtime rate to respect employee's off-duty status.

- ✍ Whenever an employee is contacted while off-duty by the Department to furnish information or take action on City business, such employee shall receive a minimum of one hour compensation at the overtime rate of time and one-half in cash.
- ✍ If an employee works more than one hour, it will be treated as Call Back.
- ✍ Workers will not be eligible for Disturbance Pay in any hour for which they are receiving Standby Pay.

Call Back Pay

Interest: Consistent Language and Practice on Key Issues.

Outcome: Standardize Call Back Pay. Add Supervisory Building Trades unit, where call backs are necessary, but no special pay has existed. Change compensation to begin at time of call and include travel, to respect employee's off-duty status.

- ✍ Call Back Pay continues to apply whenever an employee is ordered to return to duty after leaving the work location following conclusion of shift. Employee shall receive a minimum of four hours pay at time and one-half.
- ✍ Compensation shall begin at the time the employee is called and end upon completion of the job.
- ✍ Necessary travel time may be included up to a maximum of one hour.
- ✍ Workers shall not receive Disturbance or Standby Pay during the period of time they are under Call Back.

Letter of Intent for CRA Units

The CAO has signed a letter of intent to support extension of the Coalition's economic framework to the bargaining units of the Community Redevelopment Agency, through the Mutual Gains process as these units continue bargaining.

The Librarians' Guild

AFSCME Local 2626

In addition to the Coalition-wide agreements, the Librarians' Guild bargaining team secured the following tentative agreements specific to our unit:

Article 21 Substitution for Supervisor

The Guild was successful in getting Management to change the requirement from 15 days to 10 days.

Article 25 Travel Allowance

The Guild was successful in changing the rate to four dollars (\$4.00) in both Sections I and II and changed the rate to six dollars (\$6.00) in Section III.

The Guild will also get a letter of intent from Management that will specify that management is looking into ways to pay members for parking who are not on mileage and are required to do work for the Library and incur a cost.

Article 29 Health and Safety

The Guild was able to negotiate several changes in the language that make the article stronger and denote a stronger commitment from Management to maintain a safe and healthy work environment.

- ✍ **A JLMC- H&S** (joint labor management committee on health and safety) will replace the former committee, and will be a sub-committee of the Citywide Health and Safety created by the Coalition.
- ✍ **Ergonomics:** There will be an allocation of \$20,000 for an ergonomic study with the ability to use remaining funds for repairs.

Article 55 Education and Training

In addition to offering classes and funding special trainings, there will be the ability to use a portion of these funds for Conference Attendance; up to \$500 for librarians who are active participants in ALA, CLA, PLA, SLA.

The total available amount has been increased to \$25,000 for Rank and File (L1, L2, L3) and \$20,000 for Supervisory (Sr. and Pr.).