

BOARD MEETING DATE: February 5, 2021

AGENDA NO. 26

PROPOSAL: Approve One-Year Labor Agreement with Teamsters Local 911, Approve Comparable Terms for Non-Represented Employees, and Approve a Telework Stipend Proposal

SYNOPSIS: South Coast AQMD management and representatives of Teamsters Local 911, representing the Technical & Enforcement and Office Clerical & Maintenance bargaining units, have a tentative agreement on a new one-year MOU. This action is to present the proposed agreement to the Board for approval. This action is also to present comparable terms for non-represented employees for the Board's approval. This action also requests Board approval of a proposal to pay a stipend to cover reasonable costs for employees in the Teamsters Local 911 bargaining units and for non-represented employees teleworking under the Executive Officer's directive related to COVID-19 safety measures.

COMMITTEE: No Committee Review

RECOMMENDED ACTIONS:

1. Authorize the Executive Officer to sign the ratified one-year agreement for a successor 2021 Teamsters MOU, representing the Technical & Enforcement and Office Clerical & Maintenance bargaining units. Changes to the 2021 Teamsters MOU are shown in Attachment A. All other provisions remain unchanged from the previous 2018-20 MOU;
2. Approve the amendments to the *Salary Resolution* to effect comparable terms for non-represented employees. Changes to the *Salary Resolution* are shown in Attachment B; and
3. Approve the telework stipend proposal for employees in the Technical & Enforcement and Office Clerical & Maintenance bargaining units and the Unrepresented groups teleworking pursuant to the Executive Officer's directive related to COVID-19 safety measures, as shown in Attachment C.

Wayne Nastri
Executive Officer

Background

The 2018-2020 Memorandum of Understanding (MOU) between South Coast AQMD and Teamsters Local 911 (Teamsters), concerning the Technical & Enforcement and Office Clerical & Maintenance bargaining units, expired December 31, 2020. The parties have engaged in bargaining and have reached a tentative agreement for a successor MOU. The Teamsters bargaining unit members have voted to ratify the tentative agreement. A new MOU requires adoption by the Board to have full force and effect.

Where applicable, comparable terms are being proposed for non-represented employees, which includes the Confidential Unit, Management, Designated Deputies, the General Counsel and Executive Officer.

On March 19, 2020, the Executive Officer issued COVID-19 Directive No. 1b, as part of the implementation of the Continuity of Operations Plan to address the COVID-19 pandemic, directing telework for South Coast AQMD employees to the greatest extent possible while still maintaining business operations. The tentative agreement with the Teamsters includes agreement on terms of a policy to provide a telework stipend to cover business-related expenses incurred by Teamsters employees who are teleworking under Directive No. 1b. Non-represented employees teleworking pursuant to Directive No. 1b are also covered by the proposed teleworking stipend policy.

Proposal

This action is to present the proposed 2021 Teamsters MOU to the Board for approval. The proposed changes for a successor MOU include: a one-year term, from January 1, 2021 to December 31, 2021; implementation procedures for annual step advancement pay; adjusting sick leave sell back eligibility to allow the use of up to 20 hours of accrued sick leave earned; and provisions to address work conditions, such as scheduling meal periods and rest breaks, and vehicle assignments. All provisions of the 2018-2020 Teamsters MOU are incorporated in the proposed successor MOU, unless indicated otherwise herein. The revised provisions for the proposed 2021 Teamsters MOU are shown in Attachment A.

Comparable terms to the Teamsters MOU for non-represented employees are proposed for approval, and these changes to the *Salary Resolution* are reflected in Attachment B.

This action is also to request approval of a proposal to pay a stipend of \$45 per month, beginning January 1, 2021, to cover business-related expenses for employees in the Teamsters bargaining units and for non-represented employees teleworking under the Executive Officer's directive related to COVID-19 safety measures. The proposed policy also provides employees a one-time payment of \$450 for teleworking expenses incurred in 2020. The proposed policy also addresses impacts of teleworking under

Directive No. 1b in relation to South Coast AQMD's Rideshare Program. The terms of the proposed teleworking stipend policy are shown in Attachment C.

Resource Impacts

There is sufficient funding available for the first six months of the one-year agreement in the FY 2020-21 Budget. Funding for the remaining term of the labor agreement will be requested in the FY2021-22 budget.

Attachments

Attachment A – Teamsters MOU Changes

Attachment B – *Salary Resolution* Changes

Attachment C – Proposed Teleworking Stipend Policy

ATTACHMENT A

**SOUTH COAST AIR QUALITY
MANAGEMENT DISTRICT**

**MEMORANDUM
OF
UNDERSTANDING**

**TECHNICAL AND ENFORCEMENT
AND
OFFICE CLERICAL AND MAINTENANCE
UNITS**

January 1, ~~2018~~ 2021 – December 31, ~~2020~~ 2021

ARTICLE 3

SALARIES

Section 2. ~~Upon ratification by the bargaining unit members and approval by the Governing Board, each employee shall receive a one-time payment of \$615.00 in pay period 1314, or as soon thereafter as practicable. Subject to Salary Resolution Section 12(e), the employee's step advancement pay will be implemented on the employee's Anniversary Date, in accordance with Section 15 of the Salary Resolution, unless the Deputy Executive Officer of the employee's department notifies Human Resources of the need to deny or defer the step advancement pay.~~

ARTICLE 5

WORK WEEK

Section 1. The work week shall consist of four 10-hour days within a 7 calendar day period. Work days will be Tuesday through Friday except that management may designate alternative work days for individual employees when operational needs require it.

This work schedule shall be applied to all employees unless specifically exempted by management.

Employees may choose, subject to management approval, to start work as early as 6:30 a.m. and to end work as late as 7:00 p.m.

Employees shall be entitled to two paid 15-minute rest breaks (one ~~in~~during the morning first half of the shift and one ~~during~~during the afternoon second half of the shift) and a ~~30-~~60-minute unpaid meal~~lunch~~ period in a work day. The meal period must be scheduled to begin between the fourth hour of the shift and the sixth hour of the shift. Management reserves the right to schedule rest breaks and ~~lunch~~meal period times within the time frames described above. Rest breaks or meal periods may be scheduled outside of these time frames upon mutual agreement of the employee and management. A 60-minute unpaid meal period may be allowed upon mutual agreement of employee and management.

ARTICLE 22

LEAVES OF ABSENCE FOR SICKNESS OR INJURY

Section 3. Leave For Sickness or Injury.

c. Sick Leave at Full Pay - Special Provisions.

- (5) Any employee who has held a permanent full-time position for 26 pay periods and has not used ~~more than~~ any 20 hours of his or her accrued sick leave ~~for any reason~~ during the 26 pay periods constituting a payroll year shall have the option of selling back to South Coast AQMD 40 hours of unused sick leave and carrying over the remainder of accrued sick leave earned. For purposes of this section, the payroll year shall be understood to begin with the pay period applicable to the first pay day in January and end with the pay period applicable to the last pay day in December. Prior to the start of the payroll year, but no earlier than December 1, employees will be notified of the start date of the first pay period for the next payroll year and the requirements to remain eligible to sell-back up to 40 hours of unused sick leave for the next payroll year. In order to be eligible for such a sell-back, the employee must have earned 96 hours of sick leave during the payroll year.

In order to be eligible to sell back sick leave time, the employee must notify South Coast AQMD of his or her intention no later than February 15 of each year with respect to sick time accrued the previous year. Said notification shall be made in the manner prescribed by management.

ARTICLE 42

RENEGOTIATION

Section 1. The parties shall commence renegotiations under the terms of this Agreement, no later than ~~October~~ September 1, 2020~~2021~~, except as provided for in Section 2 of this Article.

ARTICLE 44

TERM OF MOU

Section 1. The term of this MOU shall commence on January 1, ~~2018~~2021, and shall continue for the period through December 31, ~~2020~~2021.

ARTICLE 47

USE OF SCAQMD VEHICLES

Section 3. Vehicle assignments will be made solely at management's discretion and no employee will be entitled by virtue of his or her classification to an assigned vehicle. ~~Employees who have long-term vehicle assignments who subsequently have their long-term vehicle assignment ended by management within the term of this agreement will receive a one-time \$3,000 transition allowance. The allowance will be paid, at management's discretion, in a single payment or in two equal payments within a 60-day period. Those receiving the transition allowance may designate some or all of the amount to their deferred compensation accounts. The \$3,000 transition allowance provision is in effect only through June 30, 2005.~~ Assignment of new fleet vehicles by management, as a new or replacement vehicle for an employee, must take into account the following factors: employee's assignment to the South Coast AQMD Emergency Response Team, employee's years of service, mileage and condition of current vehicle assigned, employee's commute distance from home to their work location, employee's request to keep their currently assigned vehicle, and operational needs of the department.

Effective January 1, 2018, Supervising Air Quality Inspectors may be given a long-term vehicle assignment, at management's discretion.

Effective January 1, 2021, Principal Air Quality Instrument Specialists may be given a long-term vehicle assignment, at management's discretion.

ARTICLE 48

TELECOMMUTING SUBCOMMITTEE

A joint labor-management teleworking committee has been established. A teleworking ~~pilot program~~ was established on January 1, 2019 by the Executive Officer. ~~has been initiated. This pilot program will remain in effect until December 31, 2018, unless extended by the Executive Officer for an additional 6 months. At the end of the pilot program, Beginning the first quarter of 2021, the committee will meet to discuss potential changes to the Telework Program. †The committee will make a recommendation to the Executive Officer on proposed changes to the Telework Program's requirements and procedures on the approval of a SCAQMD program for teleworking, including recommendations for policy requirements and guidelines. During the pilot program period, the committee will meet on a quarterly basis and submit a report to the Executive Officer.~~

ATTACHMENT B
SALARY RESOLUTION

ARTICLE 3

STEP PAY PLAN

Section 12. APPLICABILITY OF STEP RATES

It is the intent of this *Resolution* that employees holding positions compensated under the step plan shall be required to work one (1) year at each step rate, except as provided below. For classifications covered by this *Resolution* (see Section 53), the following general rules shall apply:

- e. Notwithstanding the above, step advances shall be predicated upon a rating of “Satisfactory” or better on annual performance appraisals, based upon merit, and granted only upon the affirmative recommendation of the immediate supervisor and the Executive Officer, or designee. The supervisor shall submit annual performance appraisals to Human Resources, which should include a recommendation to grant, deny or defer the merit step advance. If the step advance is denied, an interim performance appraisal may be submitted to Human Resources at any time prior to the next annual performance appraisal. A step advance will be predicated upon a ranking of “Satisfactory” or better on interim performance appraisals. The interim performance appraisal will not change an employee’s anniversary date.

In accordance with Section 15 below, an employee’s step advancement pay will be implemented on the employee’s anniversary date, unless the Deputy Executive Officer of the employee’s department notifies Human Resources of the need to deny or defer the step advancement pay. [Represented employees shall refer to their MOU for step advancement pay implementation provisions.]

ARTICLE 10
LEAVE OF ABSENCE

Section 43. LEAVE FOR SICKNESS OR INJURY

Represented employees should also consult Article 22, Sections 3 and 4, of their MOU.

- c. Sick Leave at Full Pay – Special Provisions.
 - (5) Any employee who has held a permanent full-time position for 26 pay periods and has not used more than any 20 hours of his or her accrued sick leave ~~for any reason~~ during the 26 pay periods constituting a payroll year, shall have the option of selling back to South Coast AQMD 40 hours of unused sick leave and carrying over the remainder of accrued sick leave earned. For purposes of this section, the payroll year shall be understood to begin with the pay period applicable to the first (1st) pay day in January and end with the pay period applicable to the last pay day in

December. Prior to the start of the payroll year, but no earlier than December 1, employees will be notified of the start date of the first pay period for the next payroll year and the requirements to remain eligible to sell-back up to 40 hours of unused sick leave for the next payroll year. In order to be eligible for such a sell-back, the employee must have earned 96 hours of sick leave during the payroll year.

In order to be eligible to sell back sick leave time, the employee must notify South Coast AQMD of his or her intention no later than February 15 of each year with respect to sick time accrued the previous year. Said notification shall be made in the manner prescribed by management.

ATTACHMENT C

PROPOSAL FOR TELEWORK STIPEND FOR EMPLOYEES IN OC&M AND T&E BARGAINING UNITS AND NON-REPRESENTED EMPLOYEES TELEWORKING PURSUANT TO THE EXECUTIVE OFFICER'S COVID-19 SAFETY DIRECTIVE

On March 19, 2020, the Executive Officer issued COVID-19 Directive No. 1b, as part of the implementation of the Continuity Of Operations Plan to address the COVID-19 pandemic, which directed teleworking for South Coast AQMD employees to the greatest extent possible while still maintaining business operations. This proposal establishes a telework stipend policy to cover reasonable business-related expenses incurred by employees in the Office Clerical & Maintenance and the Technical & Enforcement bargaining units and non-represented employees (referred to collectively, as "employees") who are teleworking under Directive No. 1b.

1. Employees teleworking under Directive No. 1b shall receive a one-time payment of \$450 to cover business-related expenses incurred through December 31, 2020.
2. Beginning January 1, 2021, employees who are teleworking under Directive No. 1b shall receive a payment of \$45 per month to cover business-related expenses.
3. The teleworking stipend of \$45 per month shall cease at the end of the month in which Directive No. 1b is no longer in effect.
4. The following job classifications are not eligible for the one-time payment or the monthly teleworking stipend: Stock Clerk, District Storekeeper, Mail/Subscription Services Clerk, Fleet Services Worker I/II, Offset Press Operator, Printshop Duplicator, and General Maintenance Worker.
5. Employees who are participants in, or applied to be, in the South Coast AQMD Rideshare Program before October 1, 2020 are not eligible to receive the one-time payment or the monthly teleworking stipend. Participants in South Coast AQMD's Rideshare Program receive credit toward their monthly Rideshare Program incentive for teleworking.
 - a. Employees who are participants in, or applied to be in, the South Coast AQMD Rideshare Program as of October 1, 2020 will continue receiving incentive credit for teleworking under the Rideshare Program while Directive No. 1b is in effect, as a means to cover business-related expenses incurred.
 - i. If an employee who was a participant in the Rideshare Program as of October 1, 2020 subsequently leaves the Rideshare Program, then they will be eligible to receive the monthly teleworking stipend.
 - ii. Employees shall not receive both the teleworking stipend and the incentive credit for teleworking under the Rideshare Program for any given month.
 - b. Employees who were participants in the Rideshare Program as of October 1, 2020, and did not submit a claim for the Rideshare Program incentive between March 2020 and December 2020, may seek reimbursement for business-related expenses incurred, in the amount of \$45 for each month they did not submit a claim for the Rideshare Program incentive.
 - c. Employees who join the Rideshare Program after October 1, 2020 *cannot* claim credit toward their monthly incentive for teleworking under the Rideshare Program while Directive No. 1b is in place. They are eligible for the monthly telework stipend.