

East Bay Regional Parks District/AFSCME **2024** Negotiations

Comprehensive Tentative Agreement

This proposed tentative agreement is an attempt to reach an overall settlement on the terms of a successor memorandum of agreement between the Parties.

In the event either party rejects this tentative agreement, each party reserves the right to modify, amend and/or add proposals.

1. Duration

Modify Article 41 as follows:

Article 41. Term

This Agreement shall become effective as April 1, ~~2024, 2021~~, and shall continue in full force and effect until expiration at midnight, March 31, ~~2027, 2024~~.

2. Wages (Article 23)

Modify Section 23.1 as follows:

23.1 Wages

a. Wage Increases

Effective ~~retroactive to the pay period that includes April 1, 2021, the first full pay period in April of 2024~~, represented employees ~~employed on the date the District's Board of Directors approves this MOU~~ shall receive a three percent (3.0%) base wage increase. These wage rates are set forth in the rate schedule in Appendix A of this MOU.

Effective the pay period that includes November 1, 2024 represented employees shall receive a further two percent (2.0%) base wage increase.

Effective the pay period that includes April 1, ~~2025, 2022~~, represented employees shall receive a further three percent (3.0%) base wage increase.

Effective the pay period that includes November 1, 2025 represented employees shall receive a further one percent (1.0%) base wage increase.

Effective the pay period that includes April 1, ~~2026, 2023~~, represented employees shall receive a further three percent (3.0%) base wage increase.

~~The step increases within each classification as set forth in Appendix A shall occur at the following time intervals are automatic at the designated time in step intervals.~~

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Regular part-time employees as defined in MOU Section 15.3 shall receive credit toward step increases based on hours served, and be eligible for a step increase after serving the equivalent number of six months or annual hours, depending on the pay step at issue, as the regular schedule for a full-time employee in the same classification. For example, a part-time employee in a job classification for which a full-time employee is scheduled 37.5 hours per week shall be eligible for a step increase after 975 hours (Steps A to B, and B to C) or 1950 served (Steps C to D, D to E, and E to F). A part-time employee in a 40 hours per week job classification, would be eligible for a step increase after either 1020 hours (Steps A to B, and B to C) or 2080 hours served (Steps C to D, D to E, and E to F).

The District will calculate approximate monthly salaries using an hourly rate that carries out two decimal points (not four).

The District agrees to round up one cent in dropping the third and fourth digits.

b. Step Increases.

The step increases within each classification as set forth in Appendix A (except Lifeguards - See Article 36) shall occur at the following time intervals:

Step A:	Default Step at Hire
Step B:	After 6 months of service at Step A
Step C:	After 6 months of service at Step B
Step D:	After 12 months of service at Step C
Step E:	After 12 months of service at Step D
Step F:	After 12 months of service at Step E

An employee shall receive credit for step increases for each month in which the employee is in ~~pay~~ paid status at least ½ the normal workdays in such month.

c. Salary Upon Appointment

With the written approval of the General Manager, employees may be hired at Step B or C (rather than Step A).

[Note: Delete column in Appendix A.]

d. Salary Upon Promotion

When Regular employees are promoted, the determination of what step the employee will receive in the salary range of the new position shall be determined as follows:

- 1) Placement shall be made at the first step in the salary range for the new position (Step A), unless the salary rate at Step A of the new position is less than 5% above their current salary rate prior to the promotion. If this is the case, the Employee

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will be placed at the step in the new range that provides at least a 5% increase. The placement shall never exceed the "maximum authorized pay range" of the classification.

- 2) If an individual has been paid acting pay for six (6) months or more during the previous twelve (12) months and is promoted to that classification, the time served will be considered in determining the review date.

3. Probationary Periods (Article 17)

Modify Section 17.3 as follows:

17.3 Waiver.

If an individual has been temporary or acting for a single instance of at least 6 continuous and consecutive months in that classification during the twelve (12) months immediately preceding the appointment, that time shall count towards probation in Sections 17.1 and 17.2.

4. Vacation (Article 26)

Modify Sections 26.1 and 26.2 as follows:

26.1 Vacation Amount

Permanent employees will accumulate annual vacation credits at the following rates:

- (a) ~~One day per month of service during the first 5 years of continuous service with the District. Effective the first full pay period in April of 2024,~~ employees will accrue one day per month of service during the first 4 years of continuous service with the District.
- (b) ~~One and one-quarter days per month during the 6th through 10th years of continuous service with the District. Effective the first full pay period in April of 2024,~~ employees will accrue one and one-quarter days per month during the 5th through 10th years of continuous service with the District.
- (c) One and one-half days per month during the 11th through 15th years of continuous service with the District.
- (d) One and three-quarter days per month during the 16th through 20th years of continuous service with the District.
- (e) One and three-quarter days per month each year after 20 years of continuous service, plus 1 additional day for each full year of continuous service with the District in excess of 20 years.

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The term "month" as used herein means full calendar month. Except for those cases involving sick leave, a total lapse of service in excess of 1 full calendar month shall break the continuity of service for the purposes of this provision.

26.2 Use.

Employees will receive vacation pay based on the number of straight time hours scheduled to work and the full number of hours will be deducted from their accrued vacation leave.

(a) Vacation credit can be used only after it has been earned.

~~(b) For original appointments, probationary employees shall accumulate vacation credits during their probationary period, but may not use such credits until they have completed six months of service.~~

(b) Vacations will be scheduled in advance with the approval of the immediate supervisor.

~~(c) For promotional appointments, probationary employees shall accumulate vacation credits during their probationary period and shall be able to use vacation with the approval of the immediate supervisor.~~

5. Holidays (Article 27.1)

Modify Section 27.1 as follows:

27.1 Holidays.

The following, and any additional days as the Board of Directors designate, shall be holidays with pay:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Admission Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
César Chávez's Birthday	Friday after Thanksgiving
Memorial Day	Christmas Eve (last four hours)
Juneteenth	Christmas Day
Independence Day	

6. Release Time (Article 4)

- See Attached

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7. **Meet and Confer** (Sections 5.4 & 5.5)
 - See Attached
 - AFSCME agrees to withdraw the grievance on 5.4 and 5.5 re Chief Communications officer and Executive Assistant to the GM
8. **Grievance Procedure** (Article 11)
 - See Attached
9. **Dues Deduction** (Article 2)
 - See Attached
10. **Family Death Leave** (Section 32.4)
 - See Attached
11. **Lifeguards** (Articles 36)
 - See Attached
12. **Cleanup/Update MOU**

For AFSCME:



Date: 2/15/24

For The District:



Date: 1/15/24

Tentative Agreement on Union Security

ARTICLE 2. Union Recognition, Union Membership and Deduction of Union Dues

Replace Section 2.2, 2.3, 2.4 & 2.5 with the following:

2.2 Dues Deduction

During the life of this Agreement and to the extent the laws of the State of California permit and as provided in this Article, the District, upon receipt of a certified written notification by a duly authorized Union official, shall deduct dues and voluntary deductions selected by members, as established by the Union from the salaries of the identified members. The Union shall provide the certified written notification to the Finance Department – Payroll Unit. Such deductions shall begin no later than the pay period following receipt of the certified written notification.

The Union shall not be required to provide a copy of the Dues Deduction Authorization Form unless a dispute arises about the existence or terms of the authorization. The Union will provide the District with the name of each employee in the certified list to allow the District to identify the appropriate level of deductions (e.g., part-time or full-time). The Union shall notify the District in writing as to the amount of such dues uniformly required of all members of the Union and the amounts of any Union sponsored benefit deduction for its members.

Payments shall be made through bi-weekly payroll deductions not to exceed twenty-four (24) per year. All sums deducted by the District shall be remitted to the Union via electronic funds transfer after the close of the pay period. A list of the names of each employee for whom a deduction was made and the amount of such deduction shall also be provided to the Union.

If after an employee's involuntary and insurance premium deductions are made in any pay period, including medical insurance, dental insurance, payroll taxes, tax withholding, garnishment, judgment, or governmental levy, and the balance is not sufficient to pay the deduction of AFSCME dues, then no such deduction shall be made for that current pay period.

Deductions shall not be made during a period of leave without pay, furlough, or during temporary separations from employment. However, the District will continue to rely on the Union's certified written notification for that employee and deductions will be automatically reinstated at the end of the temporary separation, furlough, or leave without pay.

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Tentative Agreement on Union Security

The District shall direct employee requests to cancel or change deductions to the Union. The District shall rely solely on information provided by the Union regarding whether deductions shall be canceled or changed.

Union members may also enroll in a payroll deduction for the voluntary Union deduction fund. If Union members elect to add voluntary Union deductions, the Union shall notify the District of the employee's name and the amount of deductions authorized. Such deductions shall begin no later than the pay period following receipt of the written notification.

2.4 Hold Harmless

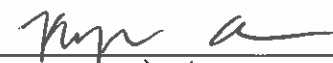
The District shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting dues deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the District harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article. The Union agrees to refund to the District any amount paid to it in error.

2.5 Hire List

Within 30 days of hire or by the first pay period of the month following hire, the District shall provide the Union with the Employee's name, job classification, employee ID number, Date of Hire, and home address on file with the employer.

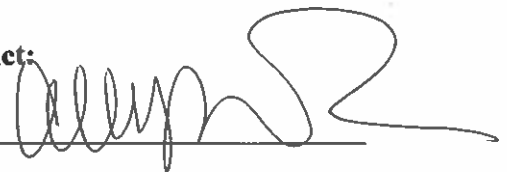
- The District shall furnish monthly an electronic list in a Microsoft Excel file of all permanent and temporary employees hired in the job classifications listed in Appendix A, including the following information: Employee ID, Preferred Name, Last Name, Home Address, Home Phone, Cell Phone, Personal email, Department, Location, Classification/Position, Hourly Rate, and Hire Date on file with the District. The District shall also furnish a list of all the changes in status or representation of employees in a Microsoft Excel file.

For AFSCME:


Date: 2/15/24

For The District:

2/15/24
Date:



Tentative Agreement on Release Time

Modify Article 4 as follows:

ARTICLE 4. Union Rights, Union Stewards and Union Representation

4.4 Meeting Times - Procedures and Purposes.

Representatives of the Union shall be entitled to meet and confer with District officials during working hours, for reasonable periods or otherwise as specifically provided in this Agreement without loss of pay or time in accordance with Article 4.7 of this Agreement. ~~However, employee representatives shall not leave their duty station or assignment without the specific prior approval of their first level supervisor outside of the bargaining unit or if the latter is not reasonably available, their next higher supervisor.~~ This shall not restrict Management and the Union from meeting during non-working hours if they agree to do so.

4.6 Investigation of a Grievance.

Upon the request of the aggrieved employee, a Steward or Union Officer may investigate the specified grievance, provided it is in his/her geographical area, and assist in its presentation. The Steward or Union Officer and the employee shall be allowed reasonable time for these activities during working hours without loss of time or pay, in accordance with Article 4.7 of this Agreement. ~~subject to prior notification and approval of the first level of supervision outside the bargaining unit or if the first level supervisor is unavailable, the next higher level of supervision. Such approval shall not be unreasonably withheld.~~

4.7 Release Time

Release time shall be provided in accordance with the following.

- a. The Union will send a written request to Employee & Labor Relations indicating the date, time, and the name of the employee(s) to be released. Except for release time for standing meetings, the request will be copied to the employee's first level supervisor outside the bargaining unit.
- b. Whenever possible, requests for release time will be submitted at least two (2) working days (defined as Monday through Friday excluding the fixed District holidays listed in Section 27.1) in advance of the start of the requested release. If, due to emergency or other unforeseen need, the Union is unable to file the request at least two (2) working days in advance, the request will be sent as soon as possible.
- c. Employee & Labor Relations will coordinate the release request with the employee's first level supervisor outside of the bargaining unit and will notify the Union whether

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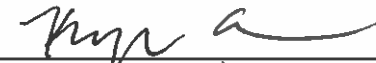
Tentative Agreement on Release Time

the request has been granted or denied within one and one-half business days after receiving the request. Such approval shall not be unreasonably withheld. Where a release time request is denied, the District will identify the basis for the denial in writing.

- d. In cases where exigent circumstances prevent the Union from requesting release time consistent with this section, such as when a representative from the Union is needed to be present immediately at the request of management, the employee will make every effort to notify their first level supervisor outside of the bargaining unit or their next higher supervisor prior to leaving their duty station or assignment (voicemail or text message is sufficient) and the Union will notify Employee & Labor Relations as soon as possible.
- e. Employees will code release time separately from other paid time for payroll purposes. Review of release time records will be limited to legitimate business reasons and release time use will not be reviewed or considered for any hiring decision or process.

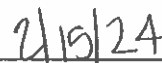
[Renumber existing 4.7 and following.]

For AFSCME:



Date: 2/15/24

For The District:



Date: 2/15/24

Tentative Agreement on Meet and Confer

Modify Sections 5.4 and 5.5 as follows:

ARTICLE 5. Management Rights, Management-Union Cooperation, Subcontracting and Meet and Confer

5.4 Meet and Confer Regarding: Board Action on Certain Personnel Issues. Policies.

- a) **Meet and Confer.** Notwithstanding the provisions of 5.1 above, it is agreed that, subject to the following procedures, the District will notify the Union and, upon request, meet and confer, in good faith, with the Union on all matters of job classification, hiring, promotion, and transfers which involve bargaining unit positions and either require Board action or where the matter is placed on the Board agenda (even if Board action is not required) ~~which would be referred to the Board.~~
- b) **Notice.** The District will deliver to any designated officer or representative of the Union a notice generally describing any of the above matters which are scheduled to be considered by the Board. Such notice will be delivered no later than the 21st day preceding the Board meeting.

If the Union desires to meet and confer about such matters, it shall notify the District's labor relations representative, not later than 12:00 noon of the 11th day preceding the Board meeting.

5.5 Meet and Confer Regarding: Modified or New Job Classifications.

- a) **Notice.** In addition to Article 5.4 above, the District shall notify the Union prior to Board action to
- i. Adopt notice regarding modified or new job classifications below the MG04 salary range (Chief or equivalent),
 - ii. Modify job classifications within the Union's bargaining unit,
 - iii. Modify job classifications outside the bargaining unit (but below MG04) if:
 - (a) the modification includes a change or changes to job functions or characteristics (including "General Functions," "Essential Functions," "Other Functions or Duties," and "Job Characteristics," but excluding "Minimum Qualifications" and "Knowledge, Skills and Abilities"), or
 - (b) the job classification is for the first level supervisor outside the bargaining unit.

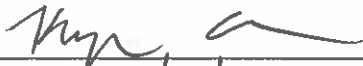
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Tentative Agreement on Meet and Confer

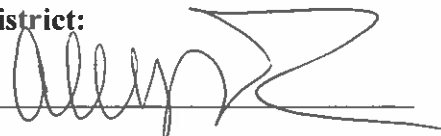
comparisons of positions encompassing like duties and responsibilities covered by trade Union agreements in the public and private sectors.

- d) **Filling the Position.** ~~Notwithstanding the above arbitration,~~ Once the District has issued its position statement, the District shall have the right to fill ~~such~~ modified or new job classification position(s) and pay the employee(s) thus hired the salary range specified therefore by the District. If the arbitrator upholds the Union's position, the award shall become effective the date the job was changed.
- e) **Conditions of Arbitration.** Arbitration of new and or revised jobs will be under the following conditions:
- 1) District to pay 75%, Union 25% of costs.
 - 2) Differences will be arbitrated one at a time as they are developed.
 - 3) This provision shall be operative for a maximum of 2 arbitrations per calendar year.
- f) **Modifications.** Any modification of the following classifications during the term of the Agreement will not result in the removal of the modified classifications from the Unit: Engineering Supervisor, Botanic Garden Supervisor, Black Diamond Mines Supervisor, Roads and Trails Supervisor, Sanitation Crew Supervisor, Park Supervisor, Supervising Naturalist, Service Manager, Craft Maintenance Supervisor, Ardenwood Supervisor, Accountant Auditor, Architect, Landscape Architect and Contract & Access Permit Supervisor.

For AFSCME:


Date: 2/14/24

For The District:

2/15/24 
Date:

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Tentative Agreement on Meet and Confer

That notice shall be delivered no later than the 21st day preceding the Board meeting, shall include the text of the modified or new job classification, and will specify whether such modified or new job classification is within the Unit and the salary rate that will be paid to employees hired in any such modified or new job classification in the Unit. Such notice shall also include the proposed modified or new job classification. Such meeting and conferring shall be in accordance with Article 4.3 and Article 4.4.

If the Union ~~does not~~ desires to meet and confer, it shall so notify the District, not later than 12:00 noon of the 11th day preceding the Board meeting. **Such meeting and conferring shall be in accordance with Article 4.3 and Article 4.4.**

- b) **Exchange of Positions.** In the event the District and Union representatives have not agreed on **(1)** whether any such new classification is in the Unit or **(2)** on an appropriate Appendix A salary range, **within sixty (60) calendar days after the Union's request to bargain by the end of the meeting period,** then the Union and the District shall exchange written position statements specifying the salary range and job description each contends should be assigned to such modified or new job classification.
- c) **Arbitration.** If agreement is not reached the Union shall have the right, by notice to the District between 75 and 90 days **after the exchange of position statements, thereafter,** to refer the unagreed issues to arbitration except for modifications of job classifications listed in the current management salary structure. The arbitrator so selected ~~shall be required to follow the rules of the American Arbitration Association regarding Expedited Labor Arbitration and~~ shall determine whether the modified or new classification is within the Unit and, if so, shall select either the District written position or the Union written position concerning the salary range and job description that shall be assigned to such modified or new job classification. Such selection shall be binding upon both parties.
 - 1) In deciding whether a new or modified classification is within the Unit, the arbitrator shall compare the duties and responsibilities of each new or modified classification with the duties and responsibilities of classifications in the Unit and those not in the Unit and determine whether the new or modified classification is essentially more similar in character, function and scope to classifications in the Unit or to those not in the Unit.
 - 2) The primary consideration in assignment of a salary range to the modified or new job classification shall be comparability of the duties and responsibilities (internal comparison) of such modified or new job classification with the duties and responsibilities of the existing job classifications within the District salary ranges set forth in Appendix A attached. Consideration may also be given to salary

Tentative Agreement on Grievance Procedure

Modify Article 11 as follows:

ARTICLE 11. Departmental Review, Pre-Disciplinary Process (Skelly Hearing) and Grievance Procedure

11.3 Grievance Procedure.

(a) A grievance is any problem or dispute, real or ~~imagined~~ perceived, between the parties, the District and an employee or employees or between or among employees. Neither party shall encourage frivolous or unwarranted grievances by its members.

(b) It is the intent of the parties to this Agreement to anticipate and diminish causes of grievances and to settle any which arise, informally, at the lowest practicable level of supervision and as fairly and promptly as possible. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure, and the time in which each answer must be given, and that the procedure in this Article 11.3 shall be the exclusive method of pursuing grievances (as defined above), and a condition precedent to initiation of legal proceedings by either party. As used in this Article 11.3, the term "working days" shall refer to a regular Monday through Friday workweek excluding the fixed District holidays listed in Section 27.1.

Any grievance not initiated or pursued by the Union or the aggrieved employee within the time limits will be considered settled on the basis of the last timely answer by the District unless the time is extended by agreement of the parties. Failure of the District to give a timely response shall automatically move the grievance to the next step. At the request of the Union, the supervisor or Department Head who failed to answer the grievance shall attend the ~~meeting~~ hearing of the next step.

At each step of the grievance procedure, the District shall make available any record relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance, except for any material which is intimate and private to the grieving employee.

Neither the District, the Union nor the employee shall make any tape recording of any grievance ~~meeting~~ hearing except by mutual agreement. Neither the District, the Union nor the employee shall electronically monitor or record any employee conversation except by mutual agreement, provided, however, that this latter restriction is not applicable to regular District Public Safety Department procedures.

(c) Grievances will be processed in the following manner and within the stated time limits:

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Tentative Agreement on Grievance Procedure

Step 1. The aggrieved employee or group of employees and a Union Steward or Officer shall ~~orally~~ present the grievance in writing to their most immediate supervisor who is not in the Unit within ~~45~~ twenty (20) working days of the date when the employee or Union had knowledge or in the normal course of events should have had knowledge, of the event constituting the grievance. The supervisor shall give a ~~verbal answer~~ written response within ~~3-fifteen (15)~~ fifteen (15) working days of the date of presentation of the grievance to the Steward or Officer.

Step 2. If such grievance is not settled in Step 1, it shall be reduced to a reasonably detailed writing, including the remedy sought, dated, and signed by each aggrieved employee, and presented to the ~~Department~~ Division Head within ~~7~~ fifteen (15) working days after following delivery of the supervisor's response ~~oral answer is given~~. ~~In the event no meeting concerning the grievance has been held pursuant to Article 11 above~~ Unless the parties mutually agree to forego a hearing, the Department Division Head, or designee, shall schedule a hearing ~~meet~~ with the grievant and a representative of the Union within ~~7~~ fifteen (15) working days after receipt of the written grievance. The ~~Department Division Head, or designee,~~ shall give a written response to the grievance within ~~3-fifteen (15)~~ fifteen (15) working days following the ~~meeting~~ hearing held pursuant to this Step 2. ~~In the event there has been a meeting concerning the grievance held pursuant to Article 11.3, then no meeting need be held at this Step 2 and the Department Head shall reply in writing to the grievance within 5 working days of the date of presentation of the written grievance.~~

Step 3. If the grievance is not settled at Step 2, the dated and signed written grievance, ~~stating whether the grievant desires a hearing by the General Manager's representative,~~ shall be presented to the General Manager or a designated representative within ~~7~~ fifteen (15) working days following delivery of the ~~Department Division~~ Head's response. The grievance shall be presented along with all pertinent written material to date. Unless the parties mutually agree to forego a hearing, the General Manager or designee shall schedule a hearing with the grievant and a representative of the Union within fifteen (15) working days after receipt of the written grievance. ~~If either the grieving employee or group of employees or the District have requested a hearing, The grievant may be represented by not more than 2 representatives of the Union. The General Manager's representative shall reply to the grievance in writing or a hearing shall be held within 7 fifteen (15) working days of the date of presentation of the written grievance. If a hearing is held, the General Manager's representative's response shall be within 7 working days following the hearing.~~

The Union or the District may initiate their grievances at this Step 1, 2, or 3 of the grievance procedure. However, the twenty (20) day filing period will apply to an initial filing at Step 2 or 3. Any grievance by the District against the Union may be filed with the Union President.

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Tentative Agreement on Grievance Procedure

Step 4. Grievances not settled in Step 3 of the grievance procedures may be referred to arbitration by either party. Request for arbitration shall be made in writing within ~~7~~ **fifteen (15)** working days after the General Manager's response is given. An impartial arbitrator shall be selected jointly by the District and the Union within ~~ten (10)~~ working days of receipt of the request. ~~Each party shall name 1 arbitrator each. In the event the parties are unable to agree as to who shall be the Arbitrator, they~~ **The District** shall request the California State Mediation and Conciliation Service to submit a list of 5 arbitrators from California. Each party shall in turn cross off 1 name on the list, the first party to cross off a name to be determined by a flip of a coin. The final name left on such list shall be the Arbitrator. At the arbitration hearing the aggrieved employee must be accompanied by employee's Shop Steward and 1 additional Union representative. The Arbitrator shall have access to all written statements and documents relevant to the grievance. The Arbitrator shall render a decision no later than ~~thirty (30)~~ **30** days after the conclusion of the ~~final~~ hearing. Such decision shall be in writing and shall be final and binding on both parties and made in accordance with, and in conformance to, the terms of this Agreement. Copies of the decision will be furnished to both parties.

The arbitration discussion for suspensions of five **(5)** days will be limited to cause and will not consider the length of the suspension.

The Arbitrator shall have no authority to add, to delete or alter any provision of this Agreement, but shall limit the decision to the scope, application and interpretation of the provisions of this Agreement and shall make no decision in violation of existing law.

(d) The fees and costs of the Arbitrator and court reporter for the first 3 arbitration cases held in each 12 month period starting from the effective date of the Agreement shall be paid 60% by the District and 40% by the Union. In any additional arbitration cases held in any such period, such fees and costs shall be equally shared by the parties hereto. Each party shall compensate its own representatives and witnesses, except that the aggrieved employee and the Union Steward shall be on paid District time. Those District employees called as witnesses by the Union on their scheduled workday shall use Union Business Leave, accrued vacation, Compensatory time, or be on leave-without- pay status.


In case of a grievance involving any money claims against the District, no award shall be made by the Arbitrator which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the District in writing except in case whereby the employee or the Union due to lack of knowledge could not know prior to that date that there were grounds for a claim. In such cases, retroactive claims shall be limited to a period of 270 calendar days prior to the date the claim was first filed in writing.

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Tentative Agreement on Grievance Procedure

(e) **Expedited Arbitration.** By mutual agreement the parties hereto may require the Arbitrator selected pursuant to Article 11.3(c) to follow the rules of the American Arbitration Association regarding Expedited Labor Arbitration. If ~~such~~ **the selected** arbitrator cannot accept the matter under such conditions, an attempt will be made to mutually agree on another individual or, in the event a list from the California State Conciliation Service had been utilized, the parties shall select an arbitrator from among those on the list in the inverse order that names thereon had been previously stricken **until an arbitrator who can meet the expedited process is found.**

For AFSCME:


Date: 2/15/24

For The District:

2/15/24 
Date:

East Bay Regional Parks District/AFSCME 2024 Negotiations

Tentative Agreement on Bereavement Leave

Modify Article 32 as follows:

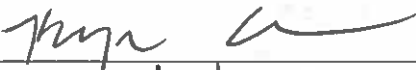
ARTICLE 32. Leaves of Absence

32.4 Family Death Leave


A permanent employee shall be granted leave with pay for a death in the employee's family. As soon as it is practical, the employee shall notify the first level of Supervisor outside the bargaining unit of the need for family death leave. For the purpose of this section, employee's family is determined as including parent, spouse, registered domestic partner, anyone living in a spousal relationship, sibling, child, grandparent, grandchild, legal ward, parent-in-law, and individuals who stood in loco parentis for the employee. For relatives residing within 500 miles of the employee's home, up to 3 days may be granted. When the employee is required to travel over 500 miles from the employee's home in connection with the death of the family member, up to 5 days may be granted. Requests for such leave shall be made in writing and must be approved by the first level of supervision outside of the bargaining unit.

An employee may use up to 5 days of sick accrued or unpaid leave in addition to family death leave.

For AFSCME:


Date: 2/15/24

For The District

2/15/24 
Date:

Tentative Agreement on Lifeguards

Modify Article 36 as follows:

ARTICLE 36. Lifeguards

~~(Refer to Appendix K for Additional Provisions Governing Lifeguard Pay.)~~

36.1 Coverage. It is clearly understood that lifeguards are not subject to the terms and conditions of employment in the agreement; only those outlined in the previously negotiated lifeguard side letter approved by the Board of Directors in Resolution No. 1995-4-95, dated April 18, 1995, and during contract negotiations.

(a) **Wages.** Wages for lifeguard series will be adjusted per the rates in Article ~~23.1(a)36.2~~, effective August 1, 1998. ~~The intent of the steps in the series is to pay a returning lifeguard each year at the higher step, i.e., five years of service goes up to step E, five. A lifeguard will be considered to have completed one year of service in a classification after working for a minimum of 750 hours. Wage increases will be consistent with wages included in Appendix A rated on the same CPI.~~

Step Increases

Lifeguard I

<u>Step A:</u>	<u>Default Step at Hire</u>
<u>Step B:</u>	<u>After 350 hours of service in the prior season</u>
<u>Step C:</u>	<u>After 350 hours of service in the prior season</u>
<u>Step D:</u>	<u>After 350 hours of service in the prior season</u>
<u>Step E:</u>	<u>After 350 hours of service in the prior season</u>
<u>Step F:</u>	<u>After 350 hours of service in the prior season</u>

Lifeguard II & III

<u>Step A:</u>	<u>Default Step at Hire</u>
<u>Step B:</u>	<u>After 350 hours of service in the prior season</u>
<u>Step C:</u>	<u>After 350 hours of service in the prior season</u>
<u>Step D:</u>	<u>After 350 hours of service in the prior season</u>

Salary Upon Appointment

With the written approval of the General Manager, employees may be hired at Step B or C (rather than Step A).

(b) **Grievances.** Seasonal employees in the classifications of Lifeguard I, Lifeguard II, Lifeguard III, will have access to the grievance procedure as outlined in Article 11.1 and 11.2 of this agreement. Specifically, lifeguards have the right to grieve matters per 11.3 to Step 3 of the grievance procedure. No grievance rights beyond Step 3 are provided.

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(c) **Holidays.** Seasonal employees in the classification Lifeguards will be entitled to receive holiday pay for the holidays which occur during the District's full aquatic season. These holidays will include César Chávez's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, and Admission Day. Lifeguards who work on a scheduled holiday will receive 8 hours of straight time pay for the holiday in addition to regular pay for hours worked on that holiday. Lifeguards who are not scheduled to work on a holiday, but work at least 80 hours during the month in which the holiday occurs, will receive 8 hours of straight time holiday pay.

(d) **Steward.** In addition to the number of stewards authorized in Article 4.5, the Union shall designate two stewards to represent Lifeguards.

(e) **Differential for Instructing.** The District shall pay a 13.8% per hour differential to authorized Lifeguard I, II and III for instructing the public in fee based programs and certification courses to non-lifeguard District staff.

(f) **Overtime Pay.** Lifeguards shall be compensated for overtime work in excess of 40 hours in any work week if authorized in advance by their supervisor. Such overtime shall be paid at one and one-half the employee's regular rate.

36.2 Refer to Appendix A and Appendix K for additional provisions governing Lifeguard pay.

For AFSCME:



Date: 2/15/24

For The District:



Date: 2/15/24

