AFSCME Opening Proposal Water Side Letters August 6, 2024

### **Water Bureau Addendum**

#### Standby

- 1. The Bureau may require employees in the Maintenance and Construction Group to stand-by during their off duty hours.
- 2. If the Bureau requires an employee to stand-by during their off-duty hours, the employee shall receive <del>one quarter one half</del> hour of pay at the straight time rate for each hour of stand-by.
- 3. Employees who are assigned standby time and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any one time.
- 4. Work performed while on stand-by will be paid in accordance with Article 10.2 and its subsections of the Agreement.
- 5. Stand-by shall be defined as a requirement that an employee remain available and fit for callout, and respond for work as required, during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.
- 6. The employee on stand-by must respond to the initial contact within one-half (1/2) hour unless otherwise mutually agreed. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of one (1) hour, absent unusual circumstances.
- 7. If an employee is called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.
- 8. When persons in a District are not able to work Stand -By, and their classification is to be filled for duty all overtime equalization rules apply.

## Start Making A Reader Today Program<sup>1</sup>

1. The parties agree that Union-represented employees in the Water Bureau may participate in the SMART program, with the prior approval of the employee's manager.

<sup>&</sup>lt;sup>1</sup> Bargaining Note: Current LOA dated October 10, 201. The Union is interested if discussing general volunteer language in Article 20.

- The parties agree that employees may only participate in the SMART program on their own time. If an employee takes time off during the employee's regularly scheduled work day, the employee may elect to take an unpaid leave of absence or use accrued vacation or compensatory time.
- 3. The parties agree that those employees who elect to take an unpaid absence to participate in the SMART program may work before or beyond their normal work shift on the day(s) of participation in the program to make up for the unpaid hours. However, employees who work before or beyond their normal work shift, to make up for unpaid hours taken for the purpose of participating in the SMART program, will not be eligible for overtime.
- 4. The parties agree that employees may not use a City vehicle to facilitate transportation to and from the SMART program.
- 5. The parties agree that this Memorandum of Understanding applies only to the AFSCME-represented employees of the Water Bureau.
- 6. The parties stipulate that the terms of this Memorandum of Understanding shall not establish any precedent whatsoever.

#### Water Treatment Operators<sup>2</sup>

The Water Treatment Operators will work a schedule in positions delineated as follows:

- Day 1 Shift
- Day 2 Shift
- Night 1 Shift
- Night 2 Shift
- Maintenance Operator 1 Shift
- Maintenance Operator 2 Shift
- Maintenance Relief 1 Shift
- Maintenance Relief 2 Shift
- Lusted Hill Operator
- Lead Operator

The Water Treatment Operators will work the following shifts:

- 1. The Water Treatment Operators on Day 1 Shift and Night 1 Shift will work a bi-weekly schedule of one (1) six and one half (6.50) hour work day, three (3) days off, two (2) twelve and one quarter (12.25) hour work days, two (2) days off, three (3) twelve and one quarter (12.25) hour work days, two (2) days off, and one (1) twelve and one quarter (12.25) hour work day.
- 2. The Water Treatment Operators on Day 2 Shift and Night 2 Shift will work a bi-weekly schedule of one (1) day off, three (3) twelve and one quarter (12.25) hour work days, two (2) days off, one (1) twelve and one quarter (12.25) hour work day, one (1) six and one half (6.50) hour work day, three (3) days off, two (2) twelve and one quarter (12.25) hour work days, and one (1) day off.
- 3. The Water Treatment Operators on Maintenance Operator 1 Shift will work a weekly schedule of one (1) ten (10) hour work day, three (3) days off, and three (3) ten (10) hour work days.

<sup>&</sup>lt;sup>2</sup> Bargaining Note: Current LOA dated January 2, 2013.

- 4. The Water Treatment Operators on Maintenance Operator 2 Shift will work a weekly schedule of two (2) ten (10) hour work days, three (3) days off, and two (2) ten (10) hour work days.
- 5. The Water Treatment Operators on Maintenance Relief 1 Shift will work a weekly schedule of one (1) twelve (12) hour work day, three (3) days off, one (1) ten (10) hour work day, and two (2) nine (9) hour work days.
- 6. The Water Treatment Operators on Maintenance Relief 2 Shift will work a weekly schedule of four (4) ten (10) hour work days followed by three (3) days off.
- 7. The Lusted Hill Operator will work a weekly schedule of one (1) ten (10) hour work day, three (3) days off, and three (3) ten (10) hour work days.
- 8. The Lead Operator will work a bi-weekly schedule of one (1) nine (9) hour work day, one (1) eight (8) hour work day, two days off, four (4) nine (9) hour work days, three (3) days off, and three (3) nine (9) hour work days.
- 9. Days and shift hours worked for each 80-hour pay period are set out in the attached shift schedule. The standard day shift hours set out in Article 7.1 and the shift starting times set out in Article 8.1 of the DCTU contract do not apply and are expressly waived.
- 10. Water Treatment Operator Day Shifts 1 & 2 will receive Second/Swing differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked from 4:00 p.m. to 8:00p.m. during their regularly scheduled shift.
- 11. Water Treatment Operator Night Shifts 1 & 2 will receive Third/Graveyard differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked during their regularly scheduled shift.
- 12. Maintenance Relief 1 and Maintenance Operator 1 shifts will receive Relief differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked during their regularly scheduled shift.
- 13. All Operators working 12.25 hour shifts will have two (2) paid twenty (20) minute lunch periods during their assigned shift and three (3) paid fifteen (15) minute rest periods, one for each segment of four (4) hours or major part thereof worked.
- 14. All Operators working ten (10) hours shifts will have one (1) paid thirty (30) minute lunch period during their assigned shift and two (2) paid fifteen (15) minute rest periods, one for each segment of four (4) hours or major part thereof worked.
- 15. All Water Treatment Operators are expected to respond to plant alarms, phone calls, and any other operational needs that may arise during their lunch or rest periods.
- 16. All Water Treatment Operators are ineligible for unpaid absences during the regular work day for personal reasons.
- 17. Article 8.3 of the DCTU contract does not apply and is expressly waived.
- 18. In the event the starting or quitting time of any existing schedule is changed, the Union will be advised. Notice of change in shift starting times or days off will be given prior to the end of the employee's workweek before the workweek in which the change becomes effective and such change will be effective for not less than one week, in accordance with the requirements of the DCTU contract. In the event any employee's workdays are changed so that the employee does

not have two consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one-half, in accordance with the DCTU contract.

#### Water Distribution Worker Transition<sup>3</sup>

- 1. No current employee shall be required to move to the WDW classification as a requirement to maintain their employment in the PWB.
- 2. Any Automotive Equipment Operator (AEO) I, Utility Worker I & II's employed in the Maintenance & Construction division who has obtained journey status as a Utility Worker II will be afforded the opportunity to promote to Water Distribution Workers subject to the terms of this agreement.
- 3. AEO I, Utility Worker I & II's employed in the Maintenance & Construction Division as of October 1, 2025 may elect to join the Water Distribution Worker (or Water Distribution Worker Trainee for existing Utility Worker II, Trainee) classification at any time prior to October 1, 2025 and the Bureau will request to reclassify the employee to the new classification when they become qualified and elect to join the new classification. Qualified employees as described above will be granted status into the Water Distribution Worker classification without a competitive process.
- 4. AEO I, Utility Worker I & II's employed within the Water Bureau who elect to promote to WDW will maintain seniority at the Journey date of Utility Worker II classification. The seniority date for employees moving into the WDW series from outside the Water Bureau will equate to the date the employee enter the WDW classification in the Water Bureau.
- 5. A current Water Bureau AEO I or Utility Worker II, who has achieved the top pay step within the AEO I or UW II classification shall be placed at the top step of the WDW pay range and their JCAD will reset.
- 6. Employees not at top step will be mapped to the to same level on the new scale as the employees' current level in the AEO I, Utility Worker I & II classifications and the employees will retain their current JCAD to determine the next step increase date.
- 7. Current City employees from outside the Water Bureau within the AEO1 and UWII classifications shall be placed into the WDW, Trainee classification at entry or will require Pay Equity to support placement above entry.
- 8. A Utility Worker II who was previously legacied into the Utility Worker II classification without acquiring a Commercial Driver's License will be eligible to join the new classification (WDW) without meeting the Commercial Driver's License requirement.
- 9. The Utility Worker II, Apprentice Eligible list in existence as of March 1, 2022 may be used for the selection of Water Distribution Worker, Trainees until it is replaced.
- 10. Utility Worker, Apprentices hired after December 1, 2021 will be reclassified to Water Distribution Worker, Trainee.
- 11. AEO I's employed within the Water Bureau as of March 1, 2020 shall maintain first right of refusal for any bid opening that is a result of an AEO I vacancy.
- 12. AEO I's employed within the Water Bureau as of March 1, 2022 shall be eligible to bid on the work location of any open WDW opportunity and bids will be awarded based on seniority as defined in the Labor Agreement. If there are already two (2) AEO I's in the work unit where the WDW bid is open, the City may decline to select an AEO I who bids on that opportunity. An AEO I who wins the bid will remain an AEO I and be moved to the new work location. Nothing in this agreement shall limit the City's utilization of the 25% rule outlined in Article 12.3.
- 13. A WDW leading a crew will receive an upgrade to WOM if the work involved requires equipment and an excavation greater than 24" in depth.
- 14. A WDW leading a crew for all paving operations will be upgraded to Street Maintenance Crew Leader.
- 15. E-crew and urgent responder duties shall remain the work of WOM. This is not intended to limit the Bureau from upgrading a WDW if a response is required.

<sup>&</sup>lt;sup>3</sup> Bargaining Note: Current LOA dated February 2023

- 16. When a planned overtime, emergency overtime, or standby opportunity callout requires the use of the general callout list or equivalent for operators of equipment with two or more rear axles, personnel in the Automotive Equipment Operator I classification employed prior to March 1, 2022 will be offered the OT before Water Distribution Worker.
- 17. When a planned overtime, emergency overtime, or standby opportunity callout requires the use of the general callout list or equivalent for ground personnel to assist in the completion of the job and both a journey Utility Worker II and a journey Water Distribution Worker would be qualified to do the work, a blended list of both classifications will be used for the purpose of overtime equalization.

#### **Proposed Classification Changes**

#### **Adjust Storekeeper Classification**

Storekeeper 3 and Storekeeper 3 Lead currently show no difference in pay. Suggest increase to Lead pay. SK3 \$43.65

SK3 Lead \$45.83 = 5% greater

Carpenter lead, General Mechanic lead as example. Oversees 1 person

#### Add CEO2 Position, Add Letter Of Mutual Agreement on transition to class.

- CEO2 encompasses all requirements of former CEO classification and must have 2 years experience in CEO classification and has specialty Water Bureau needs including:
- May perform CDL training to new or existing employees
- May perform CEO training for new or existing employees
- Capable of maintaining accurate locate markings
- May maintain specialty Certs per Water Bureau needs not all but least one of is required Water
  Distribution 1 or greater, Water Treatment 1 or greater, NCCCO Crane Cert
- Capable of operating equipment that is 13 tons or larger if needed
- Can operate fuel truck for field fuel servicing with no extra premium attached
- Collaborate and advise with the crew on safe shoring procedures with no deep ditch premium added
- May be asked to be crew lead on jobs but not when able and willing WOM are available.
- Entry 43.29 equals 5% greater than 483 CEO
  1 year 45.45 5% greater than entry CEO2

## **Add Uni Directional Flushing Worker Classification**

# Add 189's AEO2 Sewer Vacuum to AEO3 standard classification list per 483.

Adjustment to WOM classification for pay compression.

Compare to WOM wage and OE2 wage, and compare to supervisor duties.