

COBEA Bargaining
Items discussed on 4/28
Response by the City
5.12.2016

Preamble: TA COBEA's proposal.

Article 1:

Section 1.

"The City recognizes the COBEA as the sole and exclusive representative with respect to wages, hours, benefits, and mandatory conditions of employment for all employees included in the bargaining unit."

Article 3:

Section 8.

~~"A steward representative of the Association shall be allowed one hour of informational welcome time with newly employed staff appointed to COBEA represented positions. The meeting shall occur within the first 30 days following appointment and scheduled in advance. at each new employee orientation.~~ Human Resources shall notify the Association President ahead of time, when the new employee orientation is scheduled so that arrangements can be made for a COBEA representative to attend."

Article 6: Propose new combined language (COBEA & City proposals).

Section 1.

~~"The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, veteran's status, medical condition, sexual orientation or gender identity, expunged juvenile record, genetics political or union affiliation or other protected status unrelated to job performance. age, marital status, race, color, sex, creed, religion, national origin, political affiliation, union affiliation, or mental/physical limitations unrelated to job performance. Each party shall share, within the limits of~~

their responsibility, the application of this provision of the Agreement.”

Article 7:

Section 4f:

“Employees are responsible for designating which workweek hours are worked on the split work-week day (e.g., the 4/4 day) on their timesheets.”

New Section: Wellness

“Wellness Program. Employees may, with prior supervisory approval, reduce their twenty (20) minutes rest periods in Section 6 by 10 minutes each (for a total of 20 minutes) and aggregate the 20 paid minutes to their unpaid lunch period in Section 5 for the purpose of wellness activities such as attending physical fitness classes, facilities or other related programs. Under no circumstances shall the transfer of these minutes result in more City paid time off work than would have otherwise been authorized under Section 5 & 6. By electing this option, employees must also take their remaining 10 minute rest periods pursuant to Section 6.”

New Section: Employee Hour Substitution Requests Within a Work Week.

“Employees may request to work fewer hours than scheduled on one day in an FLSA workweek and make up for those hours by working an equivalent number of additional hours on another day in the same FLSA workweek. Such scheduling is subject to the approval of management, and regardless of any other provisions of this agreement, will not result in overtime pay or any additional costs to the City.”

Section 9:

“Any work schedule other than those described in Article 7, Section 4, used for more than a week, shall be put in writing, approved by the employee’s direct supervisor outside the bargaining unit, the department head and Human Resources. A copy signed by all parties shall be placed in the employee’s personnel file.

Alternate work schedules include a flexible work schedule which is a work schedule, which varies the number of hours, worked on a daily basis, but not necessarily each day, or a work schedule in which

starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek.

Telecommuting for all or part of a workday is an alternate work schedule and must be in compliance with City policy.

An employee may be assigned or an employee may request to work an ongoing alternate work schedule if such is mutually agreed upon in advance by the employee and the City.

Alternate work schedule agreements shall be valid for a period up to one (1) year from the date of initiation. Upon the conclusion of one (1) year, a review of the agreement will be completed by employee and department manager or designee to discuss renewal or termination of the agreement. A request to adjust or terminate the agreement by either employee or management may take place at any time prior to the one (1)-year anniversary date. Management reserves the right to terminate the agreement at any time; however, flexible work schedules will not be changed with less than ten (10) working days' advance notice, except where an emergency exists. Additional notice may be provided.

The parties agree that use of alternative schedules under this section does not set precedent for agreement to future schedules."

Article 8:

Section 1:

"Application Analyst
Business Analyst
Sr. Business Analyst
GIS Analyst
Network Administrator
Performance Analyst
Senior Network Administrator
Network Administrator
GIS Analyst"

