

**Air District and Employee Association**  
**Tentative Agreement**  
(strikethrough/underline version)

SECTION 7.01 SALARIES

The following changes to unit wages or salaries shall be made effective as identified below:

~~Effective July 1, 2017, wages and salaries of unit employees shall be increased by 2.7 percent (2.7%). Effective July 1, 2018, wages and salaries of unit employees shall be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wage and salaries in effect on the preceding June 30. The minimum increase shall be one percent (1%) and the maximum increase shall be three and one half percent (3.5%). Effective July 21, 2019, wages and salaries of the unit employees shall be increased by four percent (4.0%).~~

Effective July 1, 2020, wages and salaries of the unit employees shall be increased by two percent (2.0%). Effective the first full pay period following November 1, 2020, wages and salaries of the unit employees shall be increased by one percent (1.0%).

~~SECTION 7.15 LONGEVITY INCENTIVE~~

~~Upon ratification in May, 2002, the District shall provide a Longevity Incentive payment of \$325 to each unit member.~~

SECTION 9.01 HOURS OF WORK

C. TELECOMMUTING. With the approval of Management, an employee's normal workweek may be modified to allow for telecommuting. The employee and his/her supervisor will agree on core days and hours during which the employee ~~can be reached by phone~~will be working remotely, and these will remain constant from week to week, unless modified by agreement with the supervisor. ~~In all cases, telecommuters shall make provisions that provide sufficient communication with the office and the public to meet the District goals. Telecommuters shall be present at least three (3) days per week in the District office. Exceptions may be granted in extraordinary situations. With the approval of Management and his/her supervisor,~~The District will allow non-scheduled telecommuting on Spare-the-Air days. In all cases, telecommuters shall provide sufficient communication with the office and the public to meet the District goals.

ARTICLE XI FRINGE BENEFITS

SECTION 11.07 PREMIUM REQUIREMENTS

~~1. Effective July 1, 2017, the District will provide a cafeteria plan for fringe benefits with a fringe benefit allowance (FBA) for payment of premiums for health, dental, vision, and additional life insurance coverage.~~

~~A. For employees hired before July 1, 2017, the FBA will be equal to \$1763.70. Cafeteria Plan— Each pre July 1, 2017 employee who uses less than the full amount of the FBA shall be eligible to receive cash payments of the unused portion. Such payments shall not exceed \$100 per month.~~

~~B. For employees hired on or after July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 3 below. Employees hired on or after July 1, 2017 are not eligible to receive cash payments of any unused portion of the FBA.~~

~~21. Effective January 1, 2018, the~~The District will provide a cafeteria plan for Fringe Benefits with a FBA for payment of premiums for health, dental, vision (including the vision buy up plan), and additional life insurance coverage. ~~The District will no longer provide cash payments of the unused portion of the FBA. In recognition of the termination of this benefit all unit members will receive a one-time adjustment to base wage of one percent (1%).~~

A. For employees hired before July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection ~~3~~2 below or \$1763.70, whichever amount is greater.

B. For employees hired on or after July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection ~~3~~2 below.

~~32. Tiered Benefit Plan - Beginning January 1, 2018 the~~The District will offer the following tiered benefit plan for FBA. Determination of tiers A, B, or C is based on enrollment for health care plan only.

A. Employee (EE) only – 100% of Kaiser HMO premium for single plus 100% of dental and vision premiums for Employee Only Plan.

B. Employee plus One – 95% of Kaiser HMO premium for employee plus one plus 95% of dental and vision premiums for Employee + One Dependent Plan.

C. Employee + Family – 90% of Kaiser HMO premium for employee plus two or more plus 90% of dental and vision premiums for Employee + Two or More Dependents Plan.

~~43. For those employees who do not enroll in a health care plan, the allowance will be based on the percentage for the selected plan(s) as described above.~~

~~5. Effective January 1, 2018, each employee who uses less than the full amount of the FBA shall receive a one-time payment equal to the annualized value of cash payment (AVCP) less 1% of the employee's salary as of December 31, 2017, where AVCP is equal to \$1200 or the projected unused portion of FBA for the calendar year of 2018, whichever amount is less.~~

#### SECTION 11.14 DEFERRED COMPENSATION

The District shall offer the opportunity to participate in Section 457 deferred compensation plans. These plans are designed to allow employees to invest a portion of salary that is tax deferred until such time as the employee withdraws the funds. ~~The District will continue to provide at least two (2) vendors for its Deferred Compensation Program: Hartford and CalPERS, unless another vendor(s) is chosen by mutual agreement of the parties hereto.~~

The District shall periodically convene a committee whose charge shall be to review the performance, costs and related design of these plans and evaluate alternate plans to be offered. This committee shall consist of an equal number of non-EA and EA represented District employees. Based on the evaluation, the committee shall provide a recommendation regarding plans to be offered.

In the event of a recommended change in vendor(s), the District and the Association shall immediately meet and confer with regard to any such change in vendor(s). Following the completion of the meet and confer process, the District may implement reasonable changes in vendor(s).

#### SECTION 11.15 JOB-RELATED EDUCATIONAL PURSUITS

##### 1. JOB-RELATED EDUCATIONAL PURSUITS

- A. The provisions of the "Job-Related Educational Pursuits" section will be applicable to an employee who applies for "Skills Enhancement Pursuits" and who takes an educational course or other skills enhancement course which is directly related to the employee's current position, but is not necessarily enrolled at an accredited college or university in an undergraduate or graduate degree program.
- B. "Year" is defined as fiscal year.
- C. For the purposes of this section "Job-Related Educational Pursuits" is defined as education that either maintains or improves an employee's job skills as they relate to an employee's current position.
- D. To receive reimbursement, an employee must be enrolled at an accredited college or university in an undergraduate or graduate degree program, or in a certificate program; courses taken must contribute to progress towards the degree or certificate.

- E. To qualify for reimbursement under this Section 11.15, participation in certificate programs is subject to prior approval by the HRO. Reimbursement will be approved if the educational pursuit conforms with (A), (C) and (D) above, and there is sufficient funding pursuant to (F) below. Certificate programs in which an employee's participation will normally be granted shall include, but not be limited to, environmental management certificate programs offered by the University of California or other colleges and universities as well as coursework leading to a professional license which relates to the work of the District (such as a Professional Engineer license).
- F. The District shall yearly apportion an amount up to \$15,000.00 to allow for reimbursements of up to ~~\$1,500.00~~2,000.00 per employee for those employees who attend and successfully complete ~~job-job~~-related educational courses or seminars. Such reimbursement will be paid upon proof of completion of any approved course. Employees wishing to take educational or other professional courses must obtain prior approval from the HRO before taking the course in order to be reimbursed.

## 2. SKILLS ENHANCEMENT PURSUITS

- A. For the purposes of this section “skills enhancement pursuits” is defined to include educational courses and other skills enhancement courses that may or may not be related to an employee’s current position, but reasonably relate to the District’s work in general and will enhance an employee’s skills and may allow for further advancement or promotion at the District.
- B. The District shall yearly apportion an amount up to \$10,000.00 to allow for reimbursements of up to ~~\$1,000.00~~1,500.00 per employee for those employees who attend and successfully complete skills enhancement course. Such reimbursement will be paid upon proof of completion in any approved course. Employees wishing to take skills enhancement courses must obtain prior approval from the HRO before taking the course in order to be reimbursed.
- C. An employee may be reimbursed for courses necessary to attain a job-related degree.
- D. Reimbursement will be approved if the skills enhancement pursuit conforms with (A) and (C) above, and there is sufficient funding pursuant to (B) above.

## 3. REIMBURSEMENT:

- A. Upon proof of completion of a course (grade “C” or better, “pass”, “credit” or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (required books, supplies, lab fees, etc.) up to the prescribed limit. An employee may be reimbursed for courses necessary to attain a ~~job-job~~-related degree.
- B. The reimbursement for Job-Related Educational Pursuits or Skills Enhancement Pursuits whose course cost is all-inclusive, which includes either meals, lodging, entertainment, or special events, etc. shall be reduced by the reasonable costs of these non-course related items.

ARTICLE XXTERM OF AGREEMENT

The District and the Association agree that the term of this Agreement shall commence July 1, ~~2017~~2020 and expire at midnight on June 30, ~~2020~~2021. No less than ninety (90) days prior to the expiration of this MOU the parties shall commence negotiation for a successor MOU.