

LIUNA Tentative Agreement Questions & Answers (Q&A)

The LIUNA Tentative Agreement (TA) was approved by the Board on March 26, 2019. As a result, some of the changes became effective March 28, 2019 (Pay Period 9/2019), while other provisions will become effective no later than the dates as stated in the TA.

1. When did the LIUNA TA become effective?

- A. The LIUNA TA became effective March 28, 2019 (Pay Period 9/2019). However, there are specific effective dates set for each provisional change included in the TA.

2. What are the most notable changes with this new agreement affecting LIUNA employees?

- A. The most notable changes affecting LIUNA employees are:
 - 1) Implementation of merits increases – changed from step increments to a flat percentage amount
 - 2) Increase in the Medical Subsidy amounts given to LIUNA employees with 2-Party and Family medical coverage
 - 3) The crediting of a one-time leave balance (Special Time Bank) given to all eligible LIUNA employees

3. What is the effective date of the new merit increase provision?

- A. The merit increase provision is effective April 25, 2019 (Pay Period 11/2019).

4. How will LIUNA employees receive annual merit increases?

- A. LIUNA employees will no longer receive increases based on “steps” and will no longer have “steps” reflected in their records. LIUNA employees’ salary plan and grades will consist of a “pay range”, reflecting a minimum and a maximum rate. Therefore, LIUNA employees will start receiving their annual pay increases in the form of a percentage vs. incremental step increases on their anniversary date.

5. What is the annual merit increase percentage LIUNA employees will receive?

- A. Annual merit increases for LIUNA employees will be four (4%) percent until the employee reaches the maximum rate within the range. The maximum rate of the ranges for LIUNA employees was not increased. Therefore, once the employee nears the maximum of the range, the final merit increase a LIUNA employee receives, could be less than four (4%) percent as it is unlikely that the range of pay between the minimum and maximum of the range will be evenly distributed in 4% increments.

Example:

Employee has been receiving 4% merit increases each year and is at a base rate of \$15. The employee is due for another annual merit increase. The maximum rate for the employee’s salary plan/grade is \$15.45. In this example, the employee’s base rate would be increased to \$15.45 (max rate), but the percentage of the increase equates to a 3% increase instead of a 4% increase.

- 6. Why did LIUNA employees who were at steps 1 thru 3, received a pay increase effective April 25, 2019 (Pay Period 11/2019), while other LIUNA employees did not?**
- A. The bottom three steps of the salary ranges for LIUNA classifications were eliminated, at which time LIUNA represented employees not already at Step 4, were moved to the new minimum (formally Step 4), which became the new minimum (formally referred to as Step 1) of the new range. Since there are no longer steps, the former reference to Step 1 now equates to the minimum rate of the new range. Employees must be paid no less than the minimum rate of their classification.
- 7. If a LIUNA employee leaves (e.g. promotes, demotes, or transfers) a LIUNA classification and goes into another employee group or bargaining unit that receives step increases in step increments, will the LIUNA employee be placed on a step upon entering the non-LIUNA classification?**
- A. Yes. If an employee is placed into a classification that is covered or represented by a different unit, the provisions or negotiated terms of the new classification will apply.
- 8. Why can't I find the new LIU salary plans on the Salary Step Table?**
- A. Since the new LIU salary plans do not have steps, they will not be listed on the Salary Step Table. Please reference the Class and Salary listing when looking up the new LIU salary plans.
- 9. What is the effective date of the Medical Subsidy increase?**
- A. The increase of the LIUNA Subsidy amounts are effective March 28, 2019 (Pay Period 9/2019).
- 10. Are all LIUNA employees eligible to receive the Medical Subsidy?**
- A. No. LIUNA employees who are enrolled in a County medical plan with 2-Party or Family coverage are eligible to receive the Medical Subsidy. LIUNA employees who have single medical coverage are not eligible to receive the Medical Subsidy.
- 11. What are the amounts of the Medical Subsidy for LIUNA employees?**
- A. Employee w/ Family coverage Monthly Subsidy is \$200 (Subsidy increased by \$100)
- Employee w/ 2-Party coverage Monthly Subsidy is \$50 (Subsidy increased by \$25)
- 12. What is the Special Time Bank (aka Special Vacation Bank) provision?**
- A. Eligible LIUNA employees will receive a one-time credit of forty (40) hours of leave time. This leave type will be known as **Special Vacation Bank** (not to be confused with the County's Time Bank Program) and is only applicable to LIUNA employees.
- 13. Will all LIUNA employees receive the one-time Special Vacation Bank?**
- A. No. Only employees who were in a LIUNA represented classification on the date of adoption (March 26, 2019) of the LIUNA TA will receive the one-time leave credit. Any employee that becomes LIUNA after the date of adoption (hire, transfer, promote or demote into a LIUNA classification), will not be eligible nor receive the **Special Vacation Bank** leave hours.

- 14. When are the Special Vacation Bank hours given to employees and when can employees start using the leave bank?**
- A. The hours will be credited to eligible employees leave balances effective March 28, 2019 (Pay Period 9/2019) and employees may start using the leave hours starting with Pay Period 9/2019.
- 15. Can LIUNA employee use the Special Vacation Bank leave whenever they choose?**
- A. Employees must obtain their supervisor's approval prior to using the Special Vacation Bank.
- 16. Will the Special Vacation Bank hours be paid out upon termination?**
- A. No. The LIUNA Special Vacation Bank does not have any cash value and will not be paid upon termination.
- 17. How long will LIUNA employees be able to use the Special Vacation Bank leave hours?**
- A. The hours must be used by the expiration of this MOU (expires March 28, 2021) and while employed in a LIUNA represented classification, otherwise the hours will be permanently forfeited.
- 18. If a LIUNA classified employee transfers out of the LIUNA classification, do the Special Vacation Bank leave hours remain usable by the employee while in a non-LIUNA classification?**
- A. No. If a LIUNA employee has been given Special Vacation Bank leave hours, the leave time will be immediately forfeited upon leaving a LIUNA classification.
- 19. If a LIUNA employee has been given Special Vacation Bank leave hours and transfers out of a LIUNA classification, then transfers back into a LIUNA classification prior to the expiration of the current LIUNA MOU, will the Special Vacation Bank leave hours be re-credited to the employee once placed back into a LIUNA classification?**
- A. No, once the Special Vacation Bank leave are forfeited they shall not be re-credited.
- 20. Can employees use the Special Vacation Bank leave hours while on protected leave (e.g. FMLA, CFRA or PDL, etc.), like they are able to use other allowable leave balances?**
- A. Yes. The Special Vacation Bank leave hours shall be treated like the Vacation leave accrual.
- 21. What is the time reporting code to record the use of the Special Vacation Bank?**
- A. Eligible LIUNA employees shall report their time using Time Reporting Code **SVU - Special Vacation Used**. The new code is available to use effective 03/28/19 (Pay Period 9/2019).

LIUNA Tentative Agreement – Processing Guidelines

Hires

The starting salary for new hires is the minimum of the range, this has not changed. What has changed is that LIUNA is now on a broad banded (open) range with no reference to steps. New hires must have an approved Advanced Step to be hired above the minimum pay rate of the range.

A former regular employee may be re-employed in the same classification which they previously held, at the same rate of the salary plan/grade at termination, provided they were in good standing. A request to bring in a former employee should be stated on the Advanced Step form.

Promotion

LIUNA MOU, Section 4. Promotion.

On promotion, the salary shall be at a rate on the new salary plan/grade which is approximately five and a half percent (5.5%) higher, or immediately greater than five and a half percent (5.5%) higher, than that paid on the grade for the former position where the new grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first working day of a pay period. Approximately five and a half percent (5.5%) shall mean within ten cents (0.10¢) of five and a half percent (5.5%).

Promotions *into or within* a LIUNA job classification will net a 5.5% increase. We will no longer round to the nearest step applying the 10 cents rule. Instead, employees will be placed at the pay rate that is exactly 5.5% higher than their previous pay rate. As before, the anniversary date shall be set six months after promotion, at which time they will receive a 4% merit increase, and then 4% increases annually until they max out. 8D requests should follow the same logic as new hires when determining the pay rate (if experience/equity is the justification). See examples below for guidance on promotions.

Example 1: Employee is currently filling a LIUNA classification of Office Assistant I (LIU/107) at a rate of \$14 per hour and has been promoted to Office Assistant II(LIU/124) LIUNA classification. The promotion should be processed as:

<u>Title</u>	<u>Job Code</u>	<u>Salary Plan/Grade</u>	<u>Pay Range</u>
Office Assistant I	13864	LIU/107	\$13.1774 - \$19.1322
Office Assistant II	13865	LIU/124	\$13.8977 - \$21.2498

Current Rate \$14.0000

Promotion Calculation Rate: $\$14.0000 \times 1.055\% = \14.7700 (will become employee’s new promotional rate)

Therefore, the employee should be placed at the pay rate of \$14.7700 onto the new salary plan and grade of LIU/124. Six months after the promotion date, the employee is eligible to receive a 4% merit increase on top of the promotional rate of \$14.7700

Example 2: Employee is currently filling a LIUNA classification of Equipment Parts Storekeeper at a rate of \$26.7203 per hour and has been promoted to Estate Property Technician LIUNA classification. The promotion should be processed as:

<u>Title</u>	<u>Job Code</u>	<u>Salary Plan/Grade</u>	<u>Pay Range</u>
Equip Parts Storekeeper	15825	LIU/293	\$17.6012 - \$26.9455
Estate Property Technician	15829	LIU/320	\$18.1671 - \$27.8190

Current Rate \$26.7203

Promotion Calculation Rate: $\$26.7203 \times 1.055\% = \28.1899

(Note: The new promotional classification maxes out at \$27.8190. Therefore, the employee shall be placed at the max rate of the new classification of \$27.8190. In this example, the employee received a 4.1% promotion rate increase instead of 5.5% increase since the new classification max rate could not accommodate a 5.5% rate increase)

Example 3: Employee is currently filling a LIUNA position as an Office Assistant II and has been promoted into a SEIU classification of Employment Service Technician, which has steps within the range. In this scenario, you will follow the SEIU promotion language, which states:

SEIU MOU, Section 4. Promotion

On promotion, the salary shall be at a rate equal to two (2) steps higher, or immediately greater than two (2) steps higher, than that paid on the salary plan/grade of the former position where the new salary plan/grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first day of a pay period. The anniversary date following a promotion shall be determined as if the date of promotion were the date of employment.

<u>Title</u>	<u>Job Code</u>	<u>Salary Plan/Grade</u>	<u>Pay Range</u>
Office Assistant II	13865	LIU/124	\$13.8977 - \$21.2498
Employment Service Tech	57728	SEU/154	\$14.9181 - \$23.4680

Current Rate \$19.7523

Promotion Calculation Rate: $\$19.7523 \times 1.055\% = \20.8387

With this scenario, the new promotional rate of \$20.8387 falls between Step 13 and Step 14 within the new SEIU salary plan/grade (SEU/154). Step 13 is \$20.5312, and Step 14 is \$21.0875. Therefore, without going under the value of two (2) steps, the employee would be placed on Step 14 at a rate of \$21.0875. for a total increase of 6.8%.

Demotion

LIUNA MOU, Section 6. Demotion

A. On demotion, the salary shall be at the rate of the same step on the new salary plan/grade as was applicable to the previous salary plan/grade. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.

B. Permanent employees who, within one (1) year (approximately 2080 hours) following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist. The anniversary date shall not change.

Since LIUNA no longer has steps, the demotion will be calculated with a flat 5.5% reduction on the current base rate. A demotion will result in the loss of the initial increase (5.5%) that was given with the promotion.

Example 1: Employee is currently classified as an Office Assistant II at a rate of \$15.5824 per hour and has been demoted to an Office Assistant I. The demotion should be processed with a 5.5% reduction from the base rate of the Office Assistant II position.

<u>Title</u>	<u>Job Code</u>	<u>Salary Plan/Grade</u>	<u>Pay Range</u>
Office Assistant II	13865	LIU/124	\$13.8977 - \$21.2498
Office Assistant I	13864	LIU/107	\$13.1774 - \$19.1322

Current Rate \$15.5824 as Office Assistant II

Demotion Calculation Rate: $\$15.5824 - 1.055\% = \14.7254 (employee's demotion rate resulted in a reduction of \$-0.8570)

Note: If a LIUNA demotes back to LIUNA from a different bargaining unit or employee group, they will also be given a 5.5% reduction with the demotion change.

Disclaimer: Demotions will be processed as indicated above to ensure continuity of personnel changes. However, discussions with LIUNA are scheduled and could result in provisional language changes to how demotions will be administered in the future.

Return to Former Class/Lateral Transfer

The Return to Former Class language in the 2012 – 2016 LIUNA MOU states that employees should be returned to the step which the employee held prior to the promotion, demotion, or lateral transfer. In these circumstances, the employee shall be return to the hourly rate the employee held prior to the promotion, demotion, or lateral transfer.

All other provisions: If the TA does not address, refer back to the 2012-2016 MOU for guidance. If the MOU refers to something that the TA changed then touch base with Employee Relations (ER)/Labor Relations (LR) before proceeding. ER/LR is in the process of discussing with LIUNA how the new language will be implemented and to confirm if they agree or wish to meet and discuss. Once the LIUNA MOU is reviewed in-depth with LIUNA, we can finalize the interpretation and build our policy and procedures around the agreed upon interpretation.