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 G. L. Nyr  
 9.28.23

*Handwritten note:*  
 Tentative **Exhibit A**  
 Agreement  
 dated 09/28/23  
 signed by  
 all parties.

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 Omm  
 9-28-23

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 10 dates  
 9/28/2023

BARGAINING PROPOSAL  
 FROM  
 AFSCME LOCAL 3916  
 TO  
 ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

July 24 ~~August 25~~, 2023  
 September 28, 2023

**BARGAINING UNIT WORK**

Propose to Delete Section 5.3 and move language to Article 22

5.3 TEMPORARY EMPLOYEE

A. The District may use temporary staffing as a flexible staffing solution to address short-term, interim-staffing needs. General reasons for hiring temporary staff include but are not limited to:

**Commented [JB1]:** Language moved to section 22.2 A.

1. Backfill during a recruitment process.

**Commented [JB2]:** Recruitment language covered in 22.2 New C 1.

2. Meeting urgent time sensitive operational needs or

3. Emergency situations.

**Commented [JB3]:** Moved to section 22.2 New C 2.

4. The project requires specific expertise that does not exist within the permanent work force or cannot be developed within a reasonable period of time to meet identified need.

**Commented [JB4]:** Duplicate language in section 22.2 New C 4.

5. Where other legitimate business needs of the District exist.

**Commented [JB5]:** Duplicate language in section 22.2 New C 5.

Temporary employees are limited to working no more than 960 hours per calendar year, or 1920 hours lifetime maximum.

**Commented [JB6]:** Moved to section 22.2 New E

B. Temporary employees are not entitled to benefits or paid time off, and are not entitled to representation by the Union, including in disciplinary matters.

**Commented [JB7]:** Moved to section 22.2 New F

Propose to Delete Section 5.4 and move language to Article 17.5

5.4 ACTING EMPLOYEES

Employees who are represented by another union at the District or are unrepresented and who are acting in a classification which comes within the Union's jurisdiction, maintain the benefits of his/her actual job classification and representational status except as set forth otherwise in this Agreement.

**Commented [JB8]:** Move to section 17.5 A. New 10

ARTICLE 22. BARGAINING UNIT WORK

22.1 BARGAINING UNIT WORK

- A. Except as provided herein, all bargaining Unit work shall be performed, whenever possible, by permanent AFSCME represented employees of the District.
- B. First consideration shall be given to permanent AFSCME represented employees who are qualified to fill the temporary assignment. Operational needs will be taken into consideration in the final selection.

Commented [JB9]: Typo - temporary section is 22.2

22.2 USE OF TEMPORARY HIRES

- A. ~~A.~~ New: Temporary hires defined: Services acquired by an outside agency for a specified period of time to address short-term, interim-staffing needs.
- B. New: Interim assignment defined: Services performed by an internal employee for a specified period of time to address short-term, interim-staffing needs.
- C. First consideration shall be given to permanent AFSCME represented employees who are qualified to fill the temporary assignment. Operational needs will be taken into consideration in the final selection.
- D. The District shall not use the services of temporary hires to perform bargaining Unit work except:
  - 1. ~~1.~~ When a hiring and recruitment are in process to fill a position on a permanent basis, where no qualified AFSCME member is available;
  - 2. Meeting urgent time sensitive operational needs or emergency situations.
  - 3. ~~3.~~ When a project exists that cannot be performed by permanent employees due to a workload issue or deadline requirement;
  - 4. ~~4.~~ Because the project requires specific expertise that does not exist within the permanent work force or cannot be developed within a reasonable period of time to meet the identified need; or
  - 5. ~~5.~~ Where other legitimate business needs of the District exist.

Commented [JB10]: Language taken from section 5.3 A.

Commented [JB11]: Language taken from section 5.3 A.

Commented [JB12]: Moved from B below.

Commented [JB13]: Moved from 22.2 A

Commented [JB14]: Moved from section 5.3 2 and 3

~~B.~~ First consideration shall be given to permanent AFSCME represented employees who are qualified to fill the temporary assignment. Operational needs will be taken into consideration in the final selection.

Commented [JB15]: Moved up to new B

~~E.~~ C. ~~D.~~ The District shall review and monitor it's performance in reducing the number and length of temporary hire appointments and in reducing the ratio of temporary hires to permanent employees in positions represented by the Union.

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F. Temporary employees are limited to working no more than 960 hours per calendar year, or 1920 hours lifetime maximum.

Commented [JB16]: Moved language from section 5.3 A. 5

G. Temporary employees are not entitled to benefits or paid time off, and are not entitled to representation by the Union, including in disciplinary matters.

Commented [JB17]: Moved language from section 5.3 B

D. G. In addition to provisions in Article 22.3 below, the Union President may, at any time, request further discussion and problem solving on issues relating to the use of temporary hires by requesting a meeting with the Executive Director of Human Resources or designee to discuss the Union's concerns.

E. H. When Prior to using Temporary Hires are being used to perform AFSCME designated work, the District will provide written notice to the AFSCME President and Business Agent written notification, using the existing Monthly Temp Report, of the department, the temporary assignment-hire is assigned to, the job title, and the anticipated start date, and end date of the temporary hire assignment. This notice does not replace the Monthly Temp Report provided to the Union.

22.3 PROFESSIONAL SERVICE CONTRACTS

Professional service contracts shall be defined as services acquired through the competitive procurement process for an hourly or flat rate for a specified length of time.

The District may enter into professional service contracts when a project exists that cannot be performed by permanent AFSCME represented employees due to a workload issue or deadline requirement; because the project requires specific expertise that does not readily exist within the permanent work force; or to fulfill the legitimate business needs of the District. The decision to use a professional service contract shall be at the discretion of the District, and in compliance with IRS regulations.

When Contractors are utilized to perform AFSCME designated work, the District will provide the AFSCME President and Business Agent written notification, using the existing Monthly Temp Report, including the department the contractor assigned to (if applicable) and the start date of the contract.

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**BARGAINING UNIT WORK**

**ARTICLE 17. PERSONNEL ACTIONS**

**17.1 HIRING AND SELECTION**

~~First consideration shall be given to permanent AFSCME represented employees who are qualified to fill the position. Operational needs will be taken into consideration in the final selection.~~

**Commented [JB18]:** Moved from B below.

**A. ~~A.~~ Recruitment and Qualifications:**

**Commented [JB19]:** Reformatting this section to provide a header and numbering

- 1. The District acknowledges the benefits of promoting from within the agency while adhering to Board policy to provide equal employment opportunity hiring, and balancing the need to hire the best qualified candidate.
- 2. ~~The District will determine whether to post job opportunities internal only first, and if there are no internal qualified employees, the District will post job opportunities or internal and external simultaneously and shall consider internal only postings whenever feasible.~~

New Language: The District will post job opportunities for bargaining unit members only for a period of 5 business days. If there are no internal qualified bargaining unit employees, the District will post internally and externally simultaneously, for a period of 5 business days.

- 3. The District shall consider a variety of factors, including but not limited to the anticipated number of qualified candidates, the specialization and scarcity of knowledge, skills or experience required for the job, and the need to address deficiencies in staffing underutilization as identified by the District's EEO Office.
- 4. District employees will be evaluated using the same criteria and on the same basis as external candidates; however, current service and experience with the District shall be a positive factor in hiring decisions.

**B. Posting:**

- 1. ~~1.~~ Except as set forth below, all vacancies occurring in Unit positions, including temporary openings and interim assignment and acting assignments of 30 days duration or more, shall be posted for a minimum of ten (10) business days.

**Commented [LM20]:** District feels it contradicts the language that is in the Acting Assignment section

New Language: Except as set forth below, all vacancies occurring in bargaining unit positions, including temporary openings, acting and out

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of classification assignments of 30 days duration or more, shall be posted for a minimum of ten (10) business days.

2. \_\_\_\_\_

C. 2- Eligibility Lists

1. The District above does not preclude the may, within its discretion establish for recruitment purposes the use of eligibility lists for a period up to one calendar year.

2. New: In the event an eligibility list is established, the District shall provide to the Union President and Business Agent the effective date and expiration date of the eligibility list, the eligibility list classification job title, and the employee's name(s) and seniority placement and seniority order on the eligibility list.

G- D. Selection:

The selection process shall be determined by the District and shall be applied uniformly for the position.

D- E. Flexible Staffing:

The District may elect to flexibly staff positions or classifications in a series containing an entry and higher level position. In cases where positions and/or classifications have been pre-designated as a flexible staffing position/classification, an employee may be promoted from the entry to the higher level classification in the series without posting or conducting a competitive recruitment. If the District elects to flexibly staff positions or classifications in a series, the District shall provide notice to the Union President and Business Agent.

E- F. Record Management:

The District shall maintain all test materials, correspondence, and other records pertaining to all aspects of a recruitment and screening process for the minimum period required by law.

F- G. Feedback:

In the case of a candidate seeking to review his/her qualifications and/or interview performance, the District will provide verbal feedback without breaching confidentiality. Whenever possible, the District shall help identify development areas for consideration.

G- H. Appeal:

Appeals regarding the recruitment/selection process and/or results must be submitted in writing to the Executive Director of Human Resources (or designee), and AFSCME President and Business Agent within ten (10) business days of the District's announcement of a selection.

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The Executive Director of Human Resources shall respond in writing to the AFSCME President and Business Agent and the employee filing the appeal within ten (10) business days from receipt of the appeal.

#### 17.2 REHIRES

Former employees who have left the District in good standing are eligible for rehire. Such employees who are rehired are considered new employees for purposes of this collective bargaining agreement and shall retain no seniority or other rights.

Rehired employees will be placed in an appropriate salary step within the salary grade consistent with Article 9 of this Agreement.

#### 17.3 CLASSIFICATION CHANGES

When the District desires to establish a new classification or modify any existing classification in the represented Unit, the District shall provide a written copy of either the proposed new classification or the proposed changes to the AFSCME President and Business Agent in writing at least ten (10) business days prior to the proposed action. The Union may request to meet with the Executive Director of Human Resources (or designee) within ten (10) business days of notification to discuss the proposed changes and compensation for the classification. If a meeting is requested the proposed changes may not be implemented until the meeting has been held. Questions regarding representation of classifications shall be reviewed in accordance with Article 1.2.

#### 17.4 OFFICIAL PERSONNEL FILE

An employee's official personnel file shall be maintained by the Human Resources Department. An employee, or the properly authorized Union Representative, may review his/her personnel file during regular General Office hours upon reasonable prior written notice. At the discretion of his/her supervisor, an employee may be excused for a reasonable period of time, to review his/her official personnel file.

Except for documents of a routine nature, nothing shall be placed in the employee's file without providing the employee a copy.

Documents of a disciplinary nature or negative performance reports shall be removed from the employee's file at the written request of the employee after a period of two (2) years, unless the District can show that the original behavior has not changed or improved.

#### 17.5 ACTING AND OUT OF CLASSIFICATION ASSIGNMENTS

##### A. New title: Acting Assignments

An acting assignment is made at the discretion of management to temporarily fill a vacancy through an appointment of appointment of an employee from within the

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District to another classification for the purpose of ensuring operational continuity or meeting critical project deadlines. In an acting assignment, the employee assumes and performs the full scope of duties of the higher classification ~~position~~.

The District shall first request to fill the work assignment or shift by asking for a volunteer at the Division/work location where the change is needed. If no one volunteers, the District shall make a good faith effort to provide as much advanced notice to the employee selected based on seniority as operationally possible.

~~1. First consideration shall be given to permanent AFSCME represented employees who are qualified to fill the acting or out of classification assignment. Operational needs will be taken into consideration in the final selection.~~

Commented [JB21]: Moved from 8 below.

- A. ~~12.~~ The acting assignment is to address vacancies that are generally thirty (30) calendar days or more and generally do not exceed six (6) months unless under exigent circumstances and approved by the General Manager (or designee). The District may elect to fill some vacancies prior to thirty (30) calendar days (as an example, vacation coverage).
- B. ~~23.~~ Should the District choose to fill an acting assignment and the duration of the assignment is longer than one (1) calendar week, then the District shall pay acting pay for the duration of the acting assignment.
- C. ~~34.~~ The appointed employee must meet the minimum qualifications and be capable of performing the essential functions of the higher classification position without training or additional supervision.
- ~~4.~~ Employees acting in a classification other than their permanent classification and who meet the minimum qualifications for the classification shall be placed at a salary step that provides a minimum of 4.75% salary increase to their base wage rate, plus shift differential if any. Acting pay can exceed 4.75% in order to maintain the supervisorial differential or due to exceptional circumstances. The District shall compensate employees in acting assignments at 4.75% of their current base wage or the nearest next highest step of the classification of the higher position, whichever is higher. If the District sets a salary at greater than 4.75%, the District shall notify the Union President and Business Agent in writing and provide the rationale for the salary step.
- D. ~~56.~~ The District shall log in the employee's record the acting assignment including job title and dates of the acting assignment.
- E. ~~67.~~ An acting assignment requires pre-approval. Requests by the hiring manager are reviewed and subject to approval by the Department Head, the Executive Director, Human Resources and approved by the General Manager.

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- F. ~~78.~~ The District shall have the right to unilaterally terminate an acting assignment without recourse to the grievance procedure.
- G. ~~89.~~ The AFSCME President and Business Agent will be notified in writing of all acting assignments, duration, employee placed in the acting position and any changes that may occur prior to the end of the assignment.

~~940. Employees who are represented by another union at the District or are unrepresented and who are acting in a classification which comes within the Union's jurisdiction, will maintain the benefits of his/her actual job classification and representational status except as set forth otherwise in this Agreement.~~

Commented [JB22]: Moved from section 5.4

17.6 New B. OUT-OF-CLASS ASSIGNMENTS- Out of Classification Assignments

An "out of classification" assignment is made at the discretion of management to temporarily appoint an employee to assume work that is above the employee's current classification in order to maintain operational continuity or meeting critical project deadlines. In an out of classification assignment, the employee will assume a substantial portion, but not the full scope, of the higher classification work.

~~1. New: First consideration shall be given to permanent AFSCME represented employees who are qualified to fill the acting or out of classification assignment. Operational needs will be taken into consideration in the final selection.~~

Commented [JB23]: Moved from B below.

- A. ~~12.~~ The out of classification assignment is generally in excess of 30 days but no longer than three (3) months unless under exigent circumstances and approved by the General Manager (or designee).
- B. ~~23.~~ The higher classification work shall be greater than 50% of the employee's current overall scope of work duties, and shall not exceed a maximum of two (2) salary grade levels from the employee's current salary grade.
- C. ~~34.~~ The appointee is not required to meet minimum qualifications, but must be able to perform required duties of the position with minimal to no training.
- D. ~~45.~~ A compensation adjustment of five percent (5%) based on the employee's existing salary shall be provided for individual employees designated by the District to serve in an out of classification assignment.
- E. ~~56.~~ Out of class assignments require pre-approval. Out of classification assignment requests by the hiring manager are reviewed and subject to approval by the Department Head, the Executive Director, Human Resources and approved by the General Manager.
- F. ~~67.~~ The District shall have the right to unilaterally terminate an out of classification assignment without recourse to the grievance arbitration procedure.

Out of Class Claims:

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~~If an employee believes that he/she has been assigned out of class work, the employee may file an out of class claim with the Executive Director of Human Resources (or designee) within ten (10) business days of discovering he/she may be working out of class, or within thirty (30) calendar days after the assignment ends, whichever is later.~~

~~If the out of class claim is found valid, the remedy shall be: pay the employee 5% for the out of class work performed and for the District to exercise discretion to discontinue. Out of class claims are not subject to the grievance process as outlined in Article 6. (Problem, Resolution and Grievances) the higher classification for the work performed.~~

~~Nothing contained in this section may be grieved.~~

Commented [JB24]: District and AFSCME agree to delete

#### 47.7 17.6 PROJECT PAY

Project pay may be authorized at the discretion of management to temporarily assign projects where such work is typically outside of the scope of duties of the employee's assigned classification specification, and is related to overseeing projects of significant operational impact and/or complexity and performed on a limited-term basis in order to maintain operational continuity or meeting critical project deadlines.

- A. The assignment is generally greater than 30 days in duration and not to exceed one (1) year unless due to exigent circumstances and approved by the General Manager (or designee).
- B. The appointee must be able to perform the requires duties of the position with minimal to no training.
- C. Project Pay is discretionary and will be paid up to ten percent (10%) of the employee's base pay depending on the scope and significance of the project.
- D. Project Pay assignments require pre-approval. Requests by the hiring manager are reviewed and subject to approval by the Department Head, the Executive Director, Human Resources and approved by the General Manager.
- E. The District shall have the right to unilaterally end the project assignment along with associated project pay without recourse to the grievance arbitration procedure.

#### 17.8 TRAINING ASSIGNMENTS

~~A training assignment may be authorized at the discretion of management to leverage a vacancy for the District to maintain operational continuity and to meet unexpected or emergency organizational needs employee training purposes. The District acknowledges the benefits of training bargaining unit employees when the opportunity arises, and will maximize the training opportunity by first exploring whether a temporary assignment will be beneficial as a training assignment. A training assignment is made by the Department Head and is subject to approval by the Executive Director, Human Resources and/or designee. Training must be an identified component of the assignment and a stated goal.~~

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- A. When a vacant position has been designated as a training opportunity, a notice shall be posted announcing the opening for a minimum of ten (10) business days.
- B. A training assignment does not require that the employee perform the full range of essential functions of the classification.
- C. Applicants are not required to meet minimum qualifications, but must be able to perform the basic requirements of the position in order to be considered for the training assignment.
- D. There shall be no adjustment in salary for training assignments as the employee is expected to be learning on the job.

The training assignment shall not exceed six (6) months unless extended by the District and mutually agreed upon by the Union, due to exigent circumstances. The District will notify the AFSCME President and Business Agent in cases where the District intends to extend a training assignment beyond six (6) months. The employee shall be evaluated periodically in order to obtain feedback on progress and training which still may be needed. In no event will the evaluation be later than twenty (20) business days after the effective date of the assignment. The employee shall be re-evaluated approximately two (2) weeks prior to the end of the training period.

- E. The District shall have the right to unilaterally terminate the training period at any time for any reason without recourse to the grievance/arbitration procedure. If the training period has been terminated, the District will notify the AFSCME President and Business Agent in writing.

#### 17.9 CAREER PATHS

The District shall establish and maintain identified promotional paths and will work collaboratively with the Union pursuant to Article 16.5 Professional Development Committee. Employees are encouraged to acquire and develop the skills necessary in order to take advantage of the internal promotional system when vacancies occur. ~~The District will utilize section 17.8 — Training Assignments to further assist bargaining unit employees to develop the skills needed for promotional opportunities.~~

#### 17.10 SPECIAL ASSIGNMENTS

The District has the discretion to create special assignments that do not fall within a specific classification which are needed to maintain operational continuity or to meet unexpected or emergency organizational needs. A special assignment is a temporary assignment of a current employee to an unclassified, unbudgeted position within the District, which work may or may not come within the coverage of the Union.

- A. Special assignments are assignments which will last a minimum of thirty (30) calendar days but shall not exceed six (6) months unless extended due to exigent circumstances.

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- B. The District shall notify the Union a minimum of ten (10) business days prior to the recruitment for the position. The notice shall contain the nature of the position, the minimum qualifications, whether the position is covered by this Agreement and the anticipated duration of the assignment.
- C. The District shall post a notice of the special assignment for ten (10) business days. Said notice shall state the specific skills or knowledge needed for the assignment. Employees shall submit a resume with the application highlighting skills or knowledge needed to perform the special assignment which he/she possesses.
- D. There shall be no increase in compensation unless exigent circumstances exist.
- E. The District shall have the right to unilaterally terminate a special assignment without recourse to the grievance/arbitration procedures.

**BOARD RESOLUTION 838A (Placeholder)**

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Comparison of Work Assignments Chart

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**BARGAINING UNIT WORK**  
**TRAINING ASSIGNMENTS**

ARTICLE 16. EDUCATION AND TRAINING

16.1 MANDATED PROFESSIONAL EDUCATION AND TRAINING

The District agrees to pay for professional education and training required by state or federal law to maintain professional credentials required by the District for the employee's job classification.

16.2 MANDATED LICENSING AND CERTIFICATIONS

With the exception of Class C driver's licenses, the District agrees to pay for all licenses and or certifications required by the District for the employee's job classification.

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### 16.3 TUITION REIMBURSEMENT

To the extent funding is available, the District agrees to maintain the current tuition reimbursement program during the term of this Agreement with the exception of allowing reimbursements to participants up to \$2,500 annually for current covered costs. Both parties agree that should the District adopt new Board Policy and/or Administrative Regulation for tuition reimbursement during the course of this agreement and provide reimbursement of at least \$2,500, this section, 16.3, of the agreement shall no longer apply effective the date of adoption of the new Board Policy and/or Administrative Regulation for Tuition Reimbursement.

### 16.4 TRAINING

The District and AFSCME encourage employees to access training which is relevant to their profession and reasonable with regards to cost and benefits to the employee and the District. Requests for training must be approved by an employee's department manager/supervisor. Requests for training will not be unreasonably denied.

Individual training problems with employees must first be addressed at the department level. If no resolution is reached, the issue may be brought to the attention of the Executive Director of Human Resources who will review the issue and, if appropriate, discuss the issue with the department manager or Executive Staff member to resolve the issue.

### ~~17.8~~ 16.5 TRAINING ASSIGNMENTS

A training assignment may be authorized at the discretion of management to leverage a vacancy for the District to maintain operational continuity and to meet unexpected or emergency organizational needs employee training purposes. The District acknowledges the benefits of training bargaining unit employees when the opportunity arises, and will maximize the training opportunity by first exploring whether a temporary assignment will be beneficial as a training assignment. A training assignment is made by the Department Head and is subject to approval by the Executive Director, Human Resources and/or designee. Training must be an identified component of the A-training assignment may be authorized at the discretion of management to leverage a vacancy for District employee training purposes. Training must be an identified component of the assignment and a stated goal.  
assignment and a stated goal.

- A. When a vacant position has been designated as a training opportunity, a notice shall be posted announcing the opening for a minimum of ten (10) business days.
- B. A training assignment does not require that the employee perform the full range of essential functions of the classification.
- C. Applicants are not required to meet minimum qualifications, but must be able to perform the basic requirements of the position in order to be considered for the training assignment.

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D. There shall be no adjustment in salary for training assignments as the employee is expected to be learning on the job.

New E. The training assignment shall not exceed six (6) months unless extended by the District and mutually agreed upon by the Union, due to exigent circumstances. The District will notify the AFSCME President and Business Agent in cases where the District intends to extend a training assignment beyond six (6) months. The employee shall be evaluated periodically in order to obtain feedback on progress and training which still may be needed. In no event will the evaluation be later than twenty (20) business days after the effective date of the assignment. The employee shall be re-evaluated approximately two (2) weeks prior to the end of the training period.

E.F. The District shall have the right to unilaterally terminate the training period at any time for any reason without recourse to the grievance/arbitration procedure. If the training period has been terminated, the District will notify the AFSCME President and Business Agent in writing.

Commented [JB25]: Moved from section 17.8 to Article 16 Education and Training

NEW 16.6 TRAINING PAY

Employees in any classification assigned to train another employee new to the classification shall receive a daily training premium of twenty percent (20%) of their base hourly wage for each day assigned, for a period of \_\_\_\_\_.

Commented [JB26]: District and AFSCME agreed to place proposal on hold

17.9 16.7 CAREER PATHS

The District shall establish and maintain identified promotional paths and will work collaboratively with the Union pursuant to Article 16.58 Professional Development Committee. Employees are encouraged to acquire and develop the skills necessary in order to take advantage of the internal promotional system when vacancies occur. The District will utilize section 17.8 – Training Assignments to further assist bargaining unit employees to develop the skills needed for promotional opportunities.

16.5 16.8 PROFESSIONAL DEVELOPMENT COMMITTEE

The District and AFSCME shall establish and maintain a joint Professional Development Committee (PDC) for the purpose of working collaboratively with the Human Resources Department to review, discuss, and support the learning and development needs of AFSCME members.

**Committee Participants**

The PDC committee shall be composed of the AFSCME President and two (2) union members appointed by the AFSCME President, The Executive Director of Human Resources, Learning & Development staff, and up to two (2) additional members from the executive management team appointed by the General Manager or designee.

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**Meetings**

The PDC will establish regular meetings every quarter (four (4) per calendar year). Additional meetings may be required as determined by the PDC. Meeting agendas and topics will be jointly developed a minimum of five (5) business days prior to the meeting. All meetings will be held during normal business hours. At no time will participation in PDC meetings or additional projects assigned by the PDC generate overtime. In addition, the AFSCME President will appoint a senior representative to attend the monthly Learning and Development Steering Committee meetings.

Commented [JB27]: Moved from section 16.5

AFSCME reserves its right to withdraw, modify, and supplement this proposal