

Newsletter from the EA Board

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BAAQMD EMPLOYEES' ASSOCIATION

Message from the President

Dear Members,

As you are aware, the classification study for the Inspectors, Engineers, and Administrative Analysts tentative agreement was rejected by membership 69% no to 31% yes. At this point, we are unsure how things are going to proceed. The current classifications will remain in effect and we hope to work with the District to revise the rejected class specs. Since the class studies are time consuming, we are still moving forward with our next series of classes. The next class studies will be:

- Air Quality Specialist
- Office Assistant
- Secretary
- Administrative Secretary
- Accounting Assistant

Mark your calendar as our summer picnic will be at the Miller/Knox regional park in Richmond this year on Saturday, August 19. We are excited about this location and looking forward to this event. Stay tuned for more information.

A special note to inspection staff. Deepti Jain will be temporarily filling in for

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Contract negotiations are in full speed and our team is working hard on proposals. I am optimistic about these negotiations and I would again like to thank everyone on our team putting in long hours on research. Thank you. This has really been a team effort.

It is an honor and a pleasure to serve. Stay vigilant.

Thank you.

— Chris Coelho, EA President

eapresident2015@gmail.com

EA Board Meetings

The EA Board meets on the second Wednesday of the month in the Bay Area Conference Room 6102. Meeting agendas are posted on the EA and the Public Bulletin boards one week prior to the meeting. Our next EA Board Meeting will be April 12th at 11:45 am.

Nomination Committee

Are you interested in taking the next step with your union? We are currently seeking motivated individuals that are interested in serving on the next EA Board. If you are interested or have questions, please contact the head of the Nomination Committee, Paul Grazzini.

Happy Hour, Take 2

Where: [Hidive](#) 28 Pier, San Francisco, CA 94105

When: Thursday, April 20th from 5pm-7pm

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Dear EA Members,

Our Happy Hour has been rescheduled for 4/20 at Hideve! The happy hour will be from 5pm-7pm in the restaurant's outdoor patio. Light appetizers will be provided by the EA and drinks will be available for purchase at your own expense. This is a great opportunity for Air District employees to meet and collaborate. Please RSVP [here](#) so we can have a head count.

All District Employees are invited to join us for the Happy Hour.

2017 Baseball Games

All tickets to this years A's vs. Giants exhibition game have sold out! We look forward to seeing you on April 1 for our tailgate BBQ in parking lot B near the power line towers. BBQ will be 10 am - 11:30 am and the game starts at 12:05 pm.

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hosting TWO days of baseball and one BBQ



Oakland A's vs San Francisco Giants



(Exhibition Game)

Saturday, April 1, 2017

Game time 12:05 PM

Tailgate BBQ 10:00 AM-11:30 AM

The EA Social Committee will host a tailgate BBQ (hot dogs & links) before the game in Oakland Coliseum parking lot "B" near the area of the power line towers



Oakland A's vs Washington Nationals



Friday, June 2, 2017

Game time 7:05 PM

No BBQ

If you sign up for the 1st baseball game, you will receive tickets for the 2nd game!

Please contact Frank Dickey via email at fdickey@baaqmd.gov to sign up

RSVP before March 1, 2017

(Only 100 tickets available)

EA Members Free

Non-EA members \$20 per ticket

(maximum 3 non-EA member tickets per member)

Disability Discrimination/EA Function

The Law

The Americans With Disabilities Act ("ADA") is a federal law prohibiting employers from discriminating against "qualified" individuals with physical or mental disabilities in any aspect of the employment relationship, including hiring, discipline, advancement and any other term, condition, or privilege of employment. The ADA defines "disability" in three ways: 1. A physical or mental impairment that substantially limits one or more major life activities; 2. A record

such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, working, and also includes the operation of major bodily functions. The “substantially limits” language requires that individuals establish that they cannot perform a class of jobs or a broad range of jobs in various classes, as opposed to a particular job, and also demonstrate that the condition is not transitory or temporary.

To come within the ADA’s protection, an individual must also establish that he or she is “qualified.” That means showing that the individual satisfies the prerequisites of the position held or desired and then showing that he or she, with or without a reasonable accommodation, can perform the essential functions of the employment position held or desired.

If an individual has a “disability” which is known to the employer, the employer should initiate an interactive process to determine whether a “reasonable accommodation” will allow the disabled employee to perform the essential functions of the job. Reasonable accommodations may include making existing facilities readily accessible, job restructuring, modifying work schedules, reassignment to vacant positions, acquisition or modification of equipment, training, and similar accommodations. The employer is not required to agree to any accommodation that causes an “undue hardship,” that is, one which would require significant hardship or expense. In general, the interactive process contemplates the identification of barriers to equal opportunity caused by the disability, the identification of possible accommodations, the assessment of the reasonableness of each accommodation in terms of effectiveness and equal opportunity, and the implementation of the accommodation which is most appropriate for the employer and employee which does not impose an undue hardship on the employer.

The EA’s Role

Section 3.01 of the 2014-2017 MOU articulates the District’s policy to provide equal employment opportunities to disabled employees. Thus, it is appropriate for the EA to assist disabled or potentially disabled employees in insuring that the above rights are respected by the District. This function may include assisting employees determine whether they are a qualified individual with a disability within the meaning of the statute, assisting the employee in informing the District of the employee’s status, and assisting the employee in the interactive process. Obviously, disputes between the employee and the District

condition is permanent or temporary, whether accommodation is possible, and even if possible, whether the accommodation is reasonable or creates an undue hardship to the District. If such disputes arise and are not resolved, the MOU is clear that the grievance procedure is not an option. Rather, at that point, the employee should be advised of his or her right to file a claim with the federal EEOC or state DFEH. The employee is not required to exhaust the grievance procedure before filing such a claim.

[*Disclaimer: This article is intended as informational only. It is not intended to and does not constitute legal advice, recommendations, mediation or counseling under any circumstance nor does it create an attorney-client relationship.]

Labor History. April 28, 1971



On April 28, 1971, the Occupational Safety and Health Administration opened its doors. The creation of OSHA proved to be one the greatest victory in American history for workplace health. Unfortunately, OSHA could never live up to its potential to revolutionize the workplace due to the organized resistance of corporations, the conservative movement that would transform American politics beginning in the late 1970s, and regulatory capture that limited the agency's effectiveness. That said, OSHA has done a tremendous amount to improve workers' lives.

As we have seen in recent weeks, OSHA's ability to protect workers has severe limitations due to underfunding. In 1980, OSHA employed 2950 people. In 2006, it employed only 2092 people, despite the near doubling of the size of the workforce. The explosion at the West Fertilizer plant in Texas on April 17 that killed at least 14 people demonstrated the agency's very real limitations. There are so few OSHA inspectors that it would take 129 years to inspect every

punishment.



The "Doctor's note"

EA members are under the impression that they must provide a note from their doctor when they call in sick and are asked to provide a doctor's note by their supervisor or management. Not so.

Occasionally, but not very often, a supervisor or a manager will ask a bargaining unit member to provide a doctors note when that employee has been off on sick leave for a couple of days or more. There is no requirement for an employee to provide a doctors note regarding the use of sick leave time. The MOU does not include such a requirement. Should your supervisor or your management tell you to provide a doctor's note, ostensibly to verify that you were actually ill when you used sick leave, you should immediately contact your union steward to assist you. If you do not know who your steward is, you can verify that person's identity by looking on the EA's website: www.ea-voice.org.

It should be noted that there are other types of situations in which the Air District's request for a bargaining unit employee to provide a doctor's note is in compliance with the MOU. For instance, if an employee has a disability and is making an ADA request for a reasonable accommodation, the Air District can properly ask that employee to provide medical certification of the disability. Another situation would include an employee request to use Benevolent Leave which requires " medical verification" under the MOU. Also keep in mind that even when medical certification is appropriately requested by the Air District, state and federal laws may limit the type of information that must be disclosed.

Better know your MOU

SECTION 3.02 EMPLOYEE RIGHTS

1. The rights of employees of the District include, but are not limited to, the right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:

A. A. Form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matter of employer employee relations.

B. Refuse to join or participate in the activities of any employee organizations.

2. The scope of representation by the Association shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. This subsection parallels Section 3504 of the Meyers-Milias-Brown Act and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.

3. The District and the Association shall not interfere with, intimidate, restrain, coerce, retaliate, or discriminate against employees because of their exercise of these rights.

4. Any matter within the scope of the Meyers-Milias-Brown Act or within the scope of the Memorandum of Understanding that the District acts upon without meeting and conferring shall be null and void.

5. The District shall deduct dues and/or agency fees from the paychecks of all members of the Association and from non-members who are employed by the District in a classification represented by the Association.

6. The Association agrees to hold harmless and indemnify the District against any claims, causes of action or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the District to transmit moneys deducted from employees to the Association

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