



BAAQMD EMPLOYEES' ASSOCIATION

Message from the President

Dear Members,

You have probably seen me around the office a lot more lately and that is because there has been a lot of activity going on with contract negotiations.

There has also been a lot of chatter and rumors going around and it is about time for us to give an update to membership.

While there is a lot of activity happening, I would like to say that negotiations have been positive and I am still optimistic with the outcome. Thanks everyone on our team for putting in the all your time.

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

Thank you.

— Chris Coelho, EA President

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Update on Contract Negotiations

The EA began conventional contract negotiations with District Management in early January. Often the first step of this process is for both sides to develop Ground Rules for Negotiation, which among other things, detail the means of communication, identify the lead negotiators, and limit the scope of the

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Rules stipulated that all initial proposals be made by April 6th.

The EA presented proposals on Section 7.01 Salaries (COLA), Sec. 7.08 Standby Duty/Call Back, 7.13 Acting Assignments, Sec. 7.14 Special Pay and Allowances, Sec. 11.07 Premium Requirements (Fringe Benefit Allowance), Sec. 11.13 Transit Subsidy, Sec. 12.10 Family Care Leave, to replace Section 16.04 I bond Program with a new section on Succession Training.

Management then presented proposals on Sec. 11.14 Deferred Compensation, Article XVI Method of Filling Vacancies, and Sec. 16.03 Intern and Fellow Program. Had the EA chosen not to present a proposal on Salaries or Fringe, the District likely would have, and this may be true for other items initially presented by the EA.

In early April, District Management approached the EA leadership about the potential to explore a "fast-track" negotiation process that would limit discussions to the big money items (COLA, FBA, and Term). This fast-track process would not be subject to the same collective bargaining rules as conventional contract negotiations. Representatives from both sides (not the full negotiating teams), met informally through the month of April to informally discuss a potential deal to extend the MOU, arriving at a tentative agreement on April 18th. This tentative agreement was presented to the EA board over the course of two special meetings on April 26th and May 3rd. A majority of the EA Board felt that the tentative agreement was unlikely to be accepted by the General Membership and so voted against ratification on May 3rd. EA leadership met once more with District Management to relay this information, and to suggest reasons why the EA Board rejected the offer.

Conventional Negotiations are set to resume on May 11th. District Management may or may not wish to renew fast-track negotiations at any time between now and the conclusion of conventional negotiations. EA leadership is willing to discuss any enhanced offer that they wish to present.

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 May 10th at 11:45 am.

Nomination Committee

Are you interested in taking the next step with your union? We are currently seeking motivated individuals to serve on the next EA Board after the current Board Members' term expires this September. If you are interested or have questions, please contact the head of the Nomination Committee, Paul Grazzini.

Happy Hour, Take 2

On Thursday April 20th, the EA hosted our first happy hour at the Hi Dive.

Several members from multiple divisions attended. Several new faces showed up and we look forward to having another event like this in the future.



2017 Baseball Games

Thanks everyone who attended the A's vs. Giants game this year. Those that went to game one also received a ticket to game two. Game two will be June 2 at 7:05 pm against the Washington Nationals.

[Subscribe](#)[Past Issues](#)[Translate ▼](#)**Oakland A's vs Washington Nationals****Friday, June 2, 2017****Game time 7:05 PM****No BBQ**

Labor History, May Day. May 1, 1886

The connection between May Day and labor rights began in the United States. During the 19th century, thousands of men, women and children were dying every year from poor working conditions and long hours. In an attempt to end these inhumane conditions, the Federation of Organized Trades and Labor Unions (which would later become the American Federation of Labor) held a convention in [Chicago](#) in 1884. The FOTLU proclaimed “eight hours shall constitute a legal day’s labor from and after May 1, 1886.”

The following year the [Knights of Labor](#) (then America’s largest labor organization), backed the proclamation as both groups encouraged workers to strike and demonstrate. On May 1, 1886, more than 300,000 workers (40,000 in Chicago alone) from 13,000 business walked out of their jobs across the country. In the following days, more workers joined and the number of strikers grew to almost 100,000.

Overall, the protests were peaceful, but that all changed on May 3 where Chicago police and workers clashed at the McCormick Reaper Works. The next day a rally was planned at Haymarket Square to protest the killing and wounding of several workers by the police. The speaker, August Spies, was winding down when a group of officers arrived to disperse the crowd. As the police advanced, an individual who was never identified threw a bomb into their ranks. Chaos ensued. At least seven police officers and eight civilians died as a result of the violence that day, and an untold number of others were injured.

The Haymarket Riot set off a national wave of repression. In August 1886, eight men labeled as anarchists were convicted in a sensational and controversial trial despite there being no solid evidence linking the defendants to the bombing. The jury was considered to be biased, with ties to big business. Seven of the convicted men received a death sentence, and the eighth was sentenced to 15 years in prison. In the end, four of the men were hanged, one committed suicide and the remaining three were pardoned six years later.

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demonstration to honor the “Haymarket Martyrs.” In 1890, over 300,000 people protested at a May Day rally in London. The history of May 1 was embraced by many governments worldwide—not just those with strong socialist or communist influences.

Today, May Day is an official holiday in 66 countries and unofficially celebrated in many more, but ironically it is rarely recognized in the country where it began—the United States of America. After the 1894 Pullman Strike, President [Grover Cleveland](#) officially moved the U.S. celebration of [Labor Day](#) to the first Monday in September, intentionally severing ties with the international worker’s celebration for fear that it would built support for communism and other radical causes. [Dwight D. Eisenhower](#) tried to reinvent May Day in 1958, further distancing the memories of the Haymarket Riot, by declaring May 1 to be “Law Day”—celebrating the place of law in the creation of the United States.



Rumor: "The EA rejected a fantastic offer by the District that had a 5% COLA"

Truth: No we did not. That is fake news and just a rumor.

Better know your MOU

ARTICLE II RECOGNITION, COVERAGE AND EXCLUSIVE REPRESENTATION

SECTION 2.01 RECOGNITION

The Bay Area Air Quality Management District (District) has recognized the Bay Area Air Quality Management District Employees’ Association, Inc. as the representative of the employees in the Technical/General representation unit

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either or both units as applicable and appropriate.)

SECTION 2.02 COVERAGE OF EMPLOYEES

1. The classifications within each unit are listed in the Appendix A. For the purpose of this Memorandum of Understanding, the classification system which is adopted by the Board of Directors and maintained by the Human Resources Section is the source for determination of unit representation.
2. The District will notify the Association's Recording Secretary within ten (10) days when a new employee is hired into regular employment in a bargaining unit position.

SECTION 2.03 EXCLUSIVE REPRESENTATION BY THE ASSOCIATION

The District agrees that during the term this Memorandum of Understanding is in effect, the Association shall be the exclusive bargaining agent of those employees covered by this Memorandum.

SECTION 2.04 AGENCY SHOP / MAINTENANCE OF MEMBERSHIP

Each employee covered by this Agreement except supervisory employees shall, as a condition of continued employment, within thirty (30) days of first employment at the District, or for a supervisor who does not already pay association dues, effective July 1, 2010, either 1) become and remain a member in good standing of the Association, or 2) commence and continue to make payment(s) of an amount equivalent to the Association's periodic dues to the association as a service fee for Association representation, except such amount shall not exceed that amount as outlined by or required by law having to do with the subject of non-member fees paid to unions for representation.

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SECTION 2.06 DUES/FEES DEDUCTIONS

The parties agree that the District will provide payroll deductions to the Association on the following terms:

1. Authorization:

The District shall deduct dues and initiation fees (or agency fees or charitable contributions in lieu of Association dues and initiation fees) from the salaries of unit members every pay day and remit the total deductions to the Association member designated in writing as the person authorized to receive such funds, and at the address specified by the Association. Such remittance will contain

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accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made.

2. Amount of Dues:

The Association shall certify to the District in writing the current rate of membership dues and agency fees. The District shall put into effect any new, changed, or discontinued deduction no later than the beginning of the second pay period after receipt of written notice from the Association.

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