

## LC Counter to SEIU Proposal # 5

40. Notice of discharge, demotion, suspension or a letter of warning shall be served in person, **by email**, or by certified mail - ~~return receipt requested~~, to the employee no later than the next working day **following the imposition** of the disciplinary action, a copy of which shall be sent concurrently to the Union. The notice shall include the following information:

- (i) Statement of the nature of the disciplinary action.
- (ii) The effective date of the disciplinary action.
- (iii) Statement of the cause for disciplinary action.
- (iv) Description in ordinary and concise language of the act or omissions on which causes are based.

41. An employee shall have the right to have a Union representative or steward, if the employee so requests, present at any meeting with supervisors or management representatives which is disciplinary or investigatory in nature. Prior to any such meeting, the Employer will inform the employee involved of such right. However, failure to inform the employee of such right by the employer shall not be grievable. All disciplinary action other than probationary termination may, at the employee's option, be reviewed in accordance with the grievance procedure.

**41a. Any notice of an investigatory meeting or progressive discipline shall normally be served by email to the individual's workplace email. A concurrent email copy will be sent to the chapter president and union representative. Notices will be sent no less than 3 working days prior to the scheduled meeting. Progressive discipline includes a formal issuance of a written verbal warning, written warning, suspension without pay, demotion, discharge/termination. Certain circumstances may dictate that an investigatory meeting be conducted immediately. In those cases, the employer will make an effort to contact and arrange union representation if requested by the employee.**

**Proposal #7 LC**

**XV. Health Benefits**

75. All employees will be allowed to opt out of medical coverage provided the employee provides proof of other medical coverage. The savings the Employer receives from this change will be shared with the employee. Employees who work 0.7 FTE or higher who qualify for the Opt Out payment shall receive \$250 ~~116~~ per month ~~pay period (26 pay periods per year)~~ in lieu of benefits. Employees who are at or more than 0.5 FTE but less than 0.7 FTE and qualify for the Opt Out payment shall receive \$150 ~~70~~ per month ~~pay period (26 pay periods per year)~~ in lieu of benefits.

77. Medical and Dental Contribution: ~~Effective June 1, 2014,~~ Employees contribute a percentage cost-share based on the following tiers:

81. Domestic Partner Coverage. The Employer shall enroll the domestic partner of employees who are otherwise eligible for health plan coverage ~~effective March 1, 1999.~~

Proposal #11 LC

**XXI. Educational Leave**

127. Educational leave shall be granted to those employees for whom continuing education and/or licensure is required for courses which fulfill those requirements.

131. Compensation Requirements. Educational leave may be taken only as leave, and no salary will be granted in lieu of taking leave. **If the leave is taken during a normally scheduled workday, it is paid as education leave. If leave is taken outside of normal working hours the leave is deducted from education leave accruals and placed as an accrual for compensatory time. Attendance at lectures, meetings, training programs and similar activities need not be counted as working time only if four criteria are met, namely: it is outside normal hours, it is voluntary, not job related, and no other work is concurrently performed. If a training meets all four of the above categories it will be banked and paid at straight time. If the training does not meet all four of those criteria, and the additional hours will result in overtime hours, the training will be banked at time and a half for hourly employees and straight time for FLSA exempt employees and deducted from the education leave bank and placed into compensatory time at the same rate. ~~Compensatory time off (to be deducted from the employee's educational leave balance) will be allowed for classes, seminars, or conferences attended during hours when the employee is not regularly scheduled to work.~~ Such time off must be approved in writing in advance by the supervisor. If an employee is granted compensatory time and is not able to use the compensatory time within the next four pay periods, the compensatory time will be paid at the end of each fiscal year employees will be paid for any compensatory hours earned but not yet used.**