

NEGOTIATIONS BETWEEN AFSCME COUNCIL 31 AND THE RAUNER ADMINISTRATION

COMPARISON OF PROPOSALS FOR NON-SECURITY EMPLOYEES

Since the Rauner Administration walked out on negotiations on January 8, 2016 and has refused to return to the bargaining table, AFSCME has not been able to modify the proposals that were on the table at that time for nearly a year. Calling on the governor to return to the bargaining table, on January 10, 2017 the union took the unprecedented step of publically modifying its position on core economic issues in the form of a settlement framework.

This document compares Rauner's 'Last, Best, Final Offer' to AFSCME's new settlement framework, as well as the non-economic proposals previously put forth by the union. AFSCME has made clear that it is prepared to continue to negotiate on all of these issues.

RAUNER'S 'LAST, BEST AND FINAL OFFER' WHICH HE IS NOW SEEKING TO IMPOSE ON EMPLOYEES

Part 2—Health Insurance

Require employees to assume 67% more of the aggregate cost of the state's health plan.

- Insurance Premiums
 - Employees could keep their current health care plan, but the premiums would increase by 100% in the first year.
 - Premiums may increase by up to 10% in each subsequent year.
 - Even higher increases for employees making over \$100,000 annually.
- Out-of-Pocket Costs
 - Employees could keep premiums at their current levels, but co-pays, deductibles and other out-of-pocket costs would be set at levels to shift the same portion of costs onto employees, drastically increasing out of pocket costs. These high-deductible plans could prove financially devastating for those who have even a limited number of illnesses in their families.
- Dental Premiums
 - Dental premiums would increase to \$20/month for employee; +\$15/month for one dependent; +\$30/month for two or more dependents.
- Employees hired after the ratification of agreement will be responsible for 100% of the cost of health care coverage for dependents in retirement.
- Eliminate Appendix B (Retiree Health Insurance) from the collective bargaining agreement.

CURRENT AFSCME FRAMEWORK ON CORE ECONOMIC ISSUES AND OUTSTANDING BARGAINING PROPOSALS

Part 2—Health Insurance

- Insurance Premiums
 - Premiums increase by 2.5% 60 days after contract signing
 - FY 17 — Premiums increase by 3%
 - FY 18 —Premiums increase by 3%
- Out-of-Pocket Costs
 - Costs would increase as follows:
 - Member plan year deductible — \$25
 - Dependent plan year deductible—\$25
 - Non-QCHP inpatient hospital admission deductible—\$100
 - Individual in-network QCHP out-of-pocket max—\$75
 - Individual Non-QCHP network out-of-pocket max—\$300
 - QCHP prescription drug deductible—\$25
 - MCHP Special office visit co-pay—\$5
 - MCHP prescription drug deductible—\$50
- Dental Premiums
 - Dental premiums would increase by \$1 to \$12/month for employee; +\$7/month for one dependent; +\$9.50/month for two or more dependents.
- Appendix B—insert language indicating 8.5% increase to dependent premium contributions.

RAUNER'S 'LAST, BEST AND FINAL OFFER' WHICH HE IS NOW SEEKING TO IMPOSE ON EMPLOYEES

Part 3—Workplace Issues

- Subcontracting – The provision in the union contract that requires that any subcontracting meet standards for ‘economy, efficiency or related factors’ would be deleted, giving the Rauner Administration the ability to subcontract without any form of oversight or accountability. The Administration’s proposal would establish a process whereby employees could, at the discretion of the employer, “bid” to be able to continue to do their work as part of the subcontracting process, but the Employer could reject their bid without any justification or any appeal process.
- Layoff Rights
 - Employees subject to layoff could only bump within their current classification, not into lower positions that they previously held
 - Temporary layoffs could be implemented without notice to the Union and could be used for implementing a furlough program
 - Bargaining unit employees could be laid off while personal service and vendor contract employees remain working
- Overtime Pay
 - No overtime pay for any hours less than 40 in a week
 - No benefit time counted as time worked for purposes of calculating overtime (e.g. an employee sick one day would not get overtime pay if they worked 8 additional hours that week)
 - No double time for holidays or 2.5 X for super holidays
- Forced Overtime – The employer shall not mandate overtime unless such mandation occurs in unforeseen or unusual circumstances discovered less than 16 hours prior to the commencement of the shift.
- Vacation Payout – Reduce vacation payout to no more than fifty (50) accrued days effective January 1, 2018.
- Upward Mobility Program – \$5 million dollar a year allocation for program is subject to sufficient appropriation.
- FMLA – No changes to current contract language
- Personal Info – No changes to current contract language

CURRENT AFSCME FRAMEWORK ON CORE ECONOMIC ISSUES AND OUTSTANDING BARGAINING PROPOSALS

Part 3—Workplace Issues

- Subcontracting – The Union agreed to a ‘managed competition’ framework proposed by Management, but refused to delete the standard for ‘economy and efficiency’ that must be met so that any subcontracting proposal must demonstrably serve the public good and not just foster cronyism or wanton privatization. The Employer could not arbitrarily or without cause reject a “bid” by employees to continue to perform their jobs.
- Layoffs Rights – No change to current layoff rights except for modification of the last bumping step meant to speed up the process.
- Overtime Pay – No change to current procedures
- Forced Overtime – The Union proposes the employer shall not mandate overtime unless such mandation occurs in unforeseen or unusual circumstances discovered less than 3 hours prior to the commencement of the shift.
- Vacation Payout – No changes to vacation payout
- Upward Mobility Program – Maintain \$5 million dollar a year allocation for program.
- FMLA – Employees shall not be required to use up all benefit time while on FMLA leave.
- Personal Info – The Employer shall not provide employees’ personal data to any third party.

RAUNER'S 'LAST, BEST AND FINAL OFFER' WHICH HE IS NOW SEEKING TO IMPOSE ON EMPLOYEES

Part 3—Workplace Issues

- Reasonable Suspicion Drug/Alcohol Testing – All employees could be tested for drugs or alcohol whenever reasonable suspicion is suspected by a supervisor and confirmed with another supervisor. An employee who tested positive for alcohol would be discharged for a second offense. An employee who tested positive for drugs would be immediately fired.
- Underutilization – Employer may bypass seniority or fill a vacancy at its discretion to address an undefined underutilization of a minority class.
- Fair Share – New language stating Rauner's belief that fair share fees are unconstitutional and shall only remain until it can be demonstrated that fewer than a majority are union members.
- Classifications/Upgrades– Employer does not agree to any upgrades and reclassifications for term of agreement
- Bi-lingual Pay– No changes to current contract language

- Non-Economic Health Insurance Changes– Employer does not agree to new language

- Volunteer Initiative MOU – Eliminate MOU which prohibits volunteers from displacing or reducing the work hours of staff.
- Supplemental Agreements MOU – No changes to MOU

- Parole Agent Safety and Equipment MOU – Employer does not agree to new MOU

CURRENT AFSCME FRAMEWORK ON CORE ECONOMIC ISSUES AND OUTSTANDING BARGAINING PROPOSALS

Part 3—Workplace Issues

- Reasonable Suspicion Drug/Alcohol Testing – The Union proposed establishing a procedure for mandatory counseling/treatment and following normal procedures for imposing discipline.

- Underutilization – No changes to the seniority or filling of vacancy language procedures

- Fair Share – No changes to current contract language

- Classifications/Upgrades– Union proposed a modest number of upgrades and reclassifications
- Bi-lingual Pay– Employees at ISD or other DHS facility with a unit for the hearing impaired shall receive bi-lingual pay if proficient in American Sign Language.
- Non-Economic Health Insurance Changes:
 - Define employees that are normally scheduled 30 hours or more per week as full time for the purposes of group insurance and the employer contribution.
 - Extend the full employer insurance contribution to employees in dock or suspension status for more than 30 calendar days per fiscal year.
 - Require the actuarial values of the open access plan and the managed care plan to be comparable.
- Volunteer Initiative MOU – Maintain MOU

- Supplemental Agreements MOU – Add parking and meals to the list of agency negotiations items
- Parole Agent Safety and Equipment MOU – New MOU that states the parties will seek funding for vehicle replacement and that agents will receive appropriate body armor that will be replaced according to manufacturer guidelines. Require the employer to establish a protocol for officer involved shootings.

NOTES:

(1) Both parties have some additional proposals outstanding that are not listed here because they have not been major points of contention and/or have already been tentatively agreed to.

(2) These proposals differ in some respects to proposals made by both parties pertaining to employees in the RC-6 and CU-500 bargaining units whose contract terms are subject to interest arbitration.