

Public Works Guild  
2020 Negotiations  
PWG Counter Proposal  
December 9, 2020

Reviewed by Management team and Union negotiating team on 1/28/21

1. Article 1 Bargaining Representative  
Delete 1.1, 1.2, 1.3 and replace with language compliant with the Janus decision  
**Accept: PWG will update language**
2. Article 1.6 Bargaining Unit Rights  
Delete #2. Adoption of Total Compensation Study eliminates reclassifications  
**See #4**
3. Article 2.3.4 Working Conditions  
Reduce the number of days from 120 to 60  
**Accept**
4. Article 3.1  
Delete in entirety. Add language implementing the Total Compensation Study effective January 1, 2021. Consultant is completing the Classification Study which may have an impact on placement to the wage scale. When Evergreen completes the study, information will be provided that impacts the Guild.  
**Accept in principle but need more specific information/language regarding:**
  - a. Reconciliation of Compensation Study with Classification Study
  - b. Implementation
  - c. "Below market" classifications
  - d. Reclassification replacement

For 2021, a COLA based on 2020 CPI-U with floor of 1% and ceiling of 2% to be effective January 1, 2021

For 2022, a COLA based on 2021 CPI-U with floor of 1% and ceiling of 2% to be effective January 1, 2022

For 2023, a COLA based on 2022 CPI-U with floor of 1% and ceiling of 2% to be effective January 1, 2023

5. Article 3.3 and 3.3.2 Wages  
Review and edit for compliance with TCS  
**Accept on condition that TCS is accepted**
6. **Article 3.4 (H) Certification – Premium Pay**

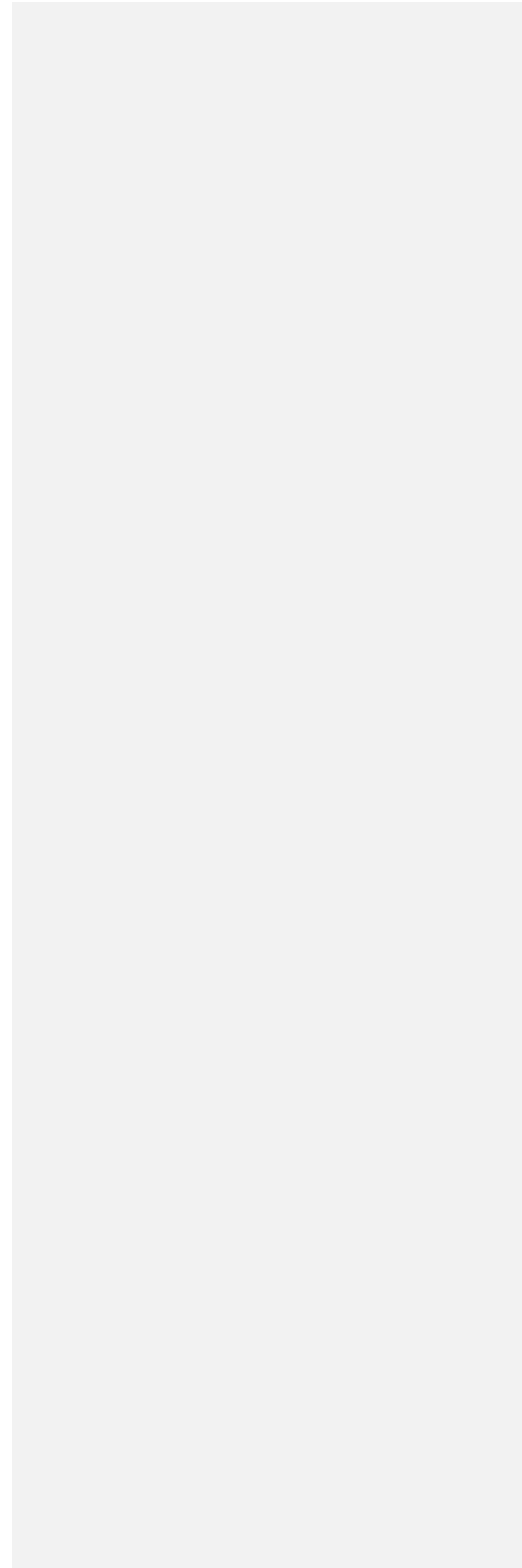
Docs/2020Negs/L280/120220

**Commented [ESA1]:** TA'd 1/28/21

**Commented [ESA2]:** TA'd 1/28/21

**Commented [ESA3]:** TA'd 1/28/21 – remove section H

Is this committee still functioning?



7. **Article 3.7 Wages**

Upon ratification of the labor agreement, the County will provide to each PWG member the first annual payment in the amount of three hundred dollars (\$300.00) for professional expenses, such as organization membership fees or the purchase of protective clothing/footwear for those employees involved in field work. For succeeding years, this payment will be made with the second pay event of January to those PWG members on payroll as of January 15th of that year. Payments will be subject to appropriate payroll taxes.

**Commented [ESA4]:** TA'd 1/28/21

**Commented [ESA5]:** Removed last sentence referencing to 2014 MOU

8. **Article 4.6 Emergency Overtime**

Explain how this article is applied and paid

As discussed in previous meeting. PWG is not aware how this section is applied or paid

**Commented [ESA6]:** TA'd 1/28/21 Mgmt and Union cannot recall need, delete

9. **Article 5.8 Leave Sharing**

Delete in entirety

Reject: We would like detailed information on other programs offered to employee in lieu of Shared Leave

10. **Article 6.1 Administration**

Edit as this article conflicts with Article 6.7 Removal of Documents

Accept: See #16

**Commented [ESA7]:** TA'd language cleanup to reflect timeline for removal

11. **Article 7.1.5 Insurance Benefits**

Edit to correct dates. 2021 Rates will be provided at negotiations.

Accept

12. **Article 10.5 Reclassification**

Delete 10.5.1 thru 10.5.1.8 Adoption of Total Comp Study eliminates reclassification

See #4

13. **Article 13**

This agreement will be effective on January 1, 2021 and expire December 31, 2023.

14. **Article 2.3.5 New Hire and Promotion/Transfer**

2.3.5 All other articles of this agreement apply to newly hired employees except those stated above

15. **Article 6.2 Measures**

6.2.1 Oral reprimand; by the very nature, this reprimand will be delivered orally. If any written documentation of an oral reprimand is produced, it will be held in Supervisor's records.

6.2.2 Written reprimand; this reprimand will be given to the employee in writing with reasons

16. Article 6.7 Removal of Documents

B. Oral reprimand documentation will be removed from Supervisor's records after twelve (12) months: if

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

C. Written reprimands will be removed from an employee's personnel file after twenty-four (24) months if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

D. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after twenty-four (24) months will be removed after sixty (60) months if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

17. Article 6.1 Administration

In the administration of this Section, disciplinary actions, other than termination, will be administered in a manner that are corrective in nature rather than punitive. Oral reprimands will not be used as the basis for further disciplinary action after twelve (12) months if there have been no repeated offenses concerning the same matter as the reprimand. Written reprimands will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no repeated offenses concerning the same matter as the reprimand. The employee will have the right to Union representation at all disciplinary actions or measures. The employer will inform the employee when a meeting or investigation may result in disciplinary action.

Commented [ESA8]: TA'd 1/28/21