

## **Local 1553-S**

February 07, 2022, Meeting Minutes

Those in attendance:

### **County's Negotiation Team:**

- Joshua Groat – Chief Negotiator/Employee & Labor Relations Manager
- Heather Kvokov – HR Generalist
- Sara Erb – HR Generalist
- Randy Bischoff – Chief Deputy Auditor
- Patricia Cruz – Administrative Assistant 3/County's Note taker

### **Union's Negotiation Team:**

- Lyle Johnston- 1553-S
- Natalie Hilderbrand – C2
- Michelle Perrinn – 1553-S

Session began at 9:06 AM

Introductions from both team members.

The County shared it's initial set of non-economic proposals and Local 1553-S presented their full set of initial proposals.

Josh noted there would be no economic proposals today. Want to work through non-economic issues first; these are just the initial proposals- some are minor clean up issues, others will require some discussion. Common theme- moving into the 21<sup>st</sup> century (e.g. flexibility for telework and alternative work schedules).

NH: the first proposals from 1553S were sent in November 2020- there was no response from the County. Since then, things have changed a lot- the initial proposals are now null and void. She is pleased the County has agreed to meet. Wanted to go on record that Council 2 objects to posting any negotiation minutes and proposals on the website. They believe that our posting these items could be seen a direct dealing, which could lead to a ULP.

JG went through proposals. Various comments noted below. Unless specifically noted, comments are from employer...

### **Prop 1**

**Article 4** - clean up only. Remove 911 Emergency Communications, as it is no longer a County department.

### **Prop 2**

Incorporates much of the content of the 2018 memo per the Janus decision; there are, however, some revisions.

**Article 5.1** – JG: I know you want us to just agree to the MOU, Management is not in agreement. Previous agreed to but on review need to change, employees legally can ask questions about the union and the employer can respond if factual and honest, which may not be neutral.

Not employers job to provide payroll deduction authorization; additionally, there have been changes to state law allowing for different methods of approval.

The employee can give authorization to join the union in written for, orally or electronically.

update with Washington State. Eliminate home address and birth date. And employee could choose to provide. Employer shouldn't be forced to give out each employee's home address & DOB.

- NH: how was union supposed to get in touch with employees when there is an issue to discuss?
- JG: that's between the employees and the union; there are plenty of other ways. They can email, call. But will be employee decision to give some information.

Employer and Union will hold union cards for employees

**Article 5.3** - We strike out orientation; not an appropriate place to meet (captive audience meeting; employees are unaware they can leave if they so choose)- union can set up another date/time to present to employees, just not at new hire orientation. Crossed out orientation, provide new hire list once a month to the union. Provides equity for union and employer regarding captive audience situation for either side

**Article 5.7**- Change to probation period. Definition of regular employee; Probation may be extended for any leave of absence. If an employee promotes during their initial new hire probation, they forfeit any bump back ability if in probation still rights provided by the CBA. An example is the Clerk's Office to Treasurers.

May move this provision to another article, if more appropriate.

- NH: What is heartburn with keeping 37.5/40 hour clarification for full time employee?
- JG: trying to create flexibility
- NH: How would an employee know if their base hours are 37.5 or 40?
- JG: No need to include 40 in definition of full time; covered by proposed language.

Removing specific hours for probation period; will just use months.

Clean up of language from Administrative stand point. Percentage employees the same as part-time. Eliminate part-time definition, same as percentage  
Eliminate job share, does not happen at the county

Natalie expressed concern with removing 40 hours, and how do people understand the work schedule.

### **Prop 3**

**Article 7** –Remove of 30 minutes or more, any leave for union activity needs a leave slip.

**Article 7.1-** Any absence needs to be documented

**Article 7.2.2** – add “approval by” from Elected/Dept head rather than just notification that the union will have full and free access to a department to conduct union activities, not saying there is abuse, but want to make sure departments have approved.

**Article 7.3** – The Employer agrees to grant authorized Union time for union functions without pay and propose to eliminate the 50% the unused days at calendar year.

**Article 7.3.1** – eliminate rollover of days, limit to 1 per work unit, rather than 10% of unit. Eliminating administrative burden of 7.3 (rollover provision).

- NH: How do we define a work unit, as in department or an example 1553-s or 492J?
- JG: Clarified this is 1 member per local. Proposing only one may be allowed off, is it per local. County does not believe should be paying EE to attend union training.

#### **Prop 4 - PTO**

**Articles 9.8.2 and 9.8.3** Removing language. We do not need that requirements. Just follow the County policy.

- NH: if parameters change, will we negotiate the impact?
- JG: no- you are agreeing to the County policy- do not want to maintain separate policies if changes are made. Any changes will be county wide.

**Article 9.9** - regarding flexibility for alternative work schedules.

#### **Prop 5**

Only change the date and clean up

#### **Prop 6**

We are wanting things to be more flexible, 4-10s, 4-9's and a 4. We need flexibility to give departments the ability to make changes.

Making schedules more flexible for current and prospective employees- could be a lot of different possibilities.

**Article 12.1.3-** Josh read the article and said this not work anymore.

**12.1.3.2-** County will always try to work w/employee on nonwork obligations. Will try our best, but cannot guarantee. Change language to may.

**Article 12.2.2-** Want ability to offer different types of schedules and eliminate the others. Will notify the Union, but not negotiate shift changes. Without flexibility will make each department do MOU for every change.

- NH: if employer comes up with a schedule such as working 16 hours/day, which the employees object to- would the County negotiate?
- JG: Does not mean we cannot have discussions - if employees bring forward valid points (e.g. safety concerns), management will entertain and discuss. Employer needs to be reasonable, or employees will quit- but there may be a business need.
- NH – these are the types of question I am going to get from members.

**Article 12.3-** paid leave will count as hours worked, but not for the purposes of OT eligibility. OT needs to be based on hours physically worked.

### **Prop 7:**

**Article 13.3.2** - eliminate the time

**Article 13.3.3-** reflects ability to telework... why should employees be paid not to work, when others (teleworking) are required to continue working?

In case who work from home and need to leave on work time to pick up kids at school, has to finish after hour. Need to be flexible on that. If can work from home – continue to- if employees cannot then use accrued leave.

- NH: further discussion that not all employees are eligible to telework- what happens then?
- JG: If employees cannot then use accrued leave.
- NH: if employee lives in the hicks and doesn't have internet, no capability to have it, do they have to use accruals? How this will be possible?
- JG: if they can work from home then work from home, if non-essential and they cannot then use accruals.

### **Prop 8**

County's goal is to continually monitor and update class specs.

If county makes an update to a classification will provide the union 14 days notice regarding the change.

**Article 14.1.3** – Just read and talked about the language.

**Article 14.2-** with classification study, reclasses will no longer be needed. This should be an HR driven process; if there is a need, HR will follow up and address with the department. No need for reclassification process since this is a HR/Department process not EE/union process.

**Article 14.3-** will negotiate how to implement.

No need for this, we will work with the union if a new pay range is determined

**Article 14.6-** need flexibility to pay people appropriately for their level of experience- both new hires, and when existing employees are promoted. Advanced step placement (in both cases) may surpass current employees, depending on the experience & skills of candidate.

Ability to provide employee's with advance steps, want to go above step 6 will give union notice of where we bring someone in. Will not adjust step increase dates if employee are out for a period of time.

- NH: what happens if someone takes an unpaid leave during the first 6 months, does the employee still get a step increase?
- JG: yes, no longer tracking hours. That is what the language say.

**Article 14.6.5** – Delete only hours.

**Article 14.7-** Getting rid of reclassification language this is not necessary.

If employer does a reclassification, we will leave in 14.8, at least 5% increase.

Removing 5.12%; proposing to remove “not a competitive recruitment” - refers to reclasses.

**Article 14.8-** if County determines reclass is necessary

- NH: How does County visualize using 14.8?
- JG: Could reclassify or post position. Can work either way.
- NH: Union is in favor of opening a posting- for a fair recruitment.
- Natalie: Example JCO working as a shift supervisor out of class, how will they move.
- JG: If department determines needs a shift supervisor then post a position and have a competitive recruitment.

**Article 14.10.2-** forfeiting bump back if promoting during promotion.

### **Prop 9**

EE takes position w/union or elsewhere they lose seniority

### **Prop 10**

Clean up of title, Senior HR Director and added “or designee.” Described new structure of the County; do not know what future will look like, so adding flexibility.

- NH: requested new County org chart to see reporting structures
- JG: will see if there's something to provide.

**Article 17.3** - Just change word.

**Article 17.4** - We don't need that language.

### **Prop 11**

Clean up of titles; people no longer use “regular mail” (email only). No one uses regular mail, remove and leave in electronic

**Article 18.1** – Change the language

**Article 18.3.2** – Clean up and the same to 18.3.3

- NH: if employee finds out today about something that happened a year ago- when does the clock start?
- JG: County would only go back 45 days on a claim.

**Article 18.6-** New language; prevents employees from bringing a grievance that's several years old- if employee knows there is an issue, they have a duty to bring it forward ASAP. If you know about a violation file it, if not only going back 45 days.

**Prop 12**

**Article 19** – change from hours to months

Make clean the language. Getting rid of bump back- 6 months is a long time; still gives a manager the option to have the employee revert to prior job

- NH: if someone promotes, they have 45 days?
- JG: confirmed

**Article 19.4** - if an employee wants to demote, they should go through application/selection process.

**Prop 13**

Anything the supervisor things should be in the “official personnel file” needs to be sent to HR or Civil Services.

**Article 21.3** – Only change language

Information requests must come from Union Reps, Natalie or Gordon.

**Article 21.4** – Use the County Policy. Doesn't need to be in contract.

- NH: even records of counseling? Can supervisor no longer keep their own departmental file?
- JG: doesn't disagree- it's a matter of what needs to go into official file. Supervisors can still maintain file at departmental level. If the counseling corrects behavior great if moves to discipling needs to be in the HR File

**Article 21.7-** going with IRS rate for Mileage reimbursement – just a clean up

**Article 21.9-** will follow County policy. Current 21.9 will be replaced by an entirely new article (new language) which gives non-union employees the ability to temporarily perform work of 1553S employee.

- NH: non-bargaining employees can supplement, but not supplant?
- JG: confirmed.

## **Prop 14**

**Article 22.2** – add language for if they hold an illegal strike the union will assist in stopping it, if not they will be held accountable.

Proposing new language re: lockouts and strikes

## **Prop 15**

Clean up of title

## **Prop 16**

Looking for a 4-year contract. No one wants to be back here next summer

## **Prop 17**

Update titles/names. Signing page.

## **Prop 18**

Plan to update with job titles and job codes, per classification study

## **Prop 19**

Remove Just Cause – This is the basis for investigations in HR, standard practice, does not need to be in the union.

7 Steps of Just Cause- it's and HR best practice, as the basis for all discipline- whether you know it's the 7 Step template or not. An arbitrator will ask if steps were followed.

- NH: What harm is there to have it in CBA?
- JG: if going to follow it anyway, no need to include it in the contract

## **Prop 20**

Lag pay – still determining pay system, so may be bi-monthly or bi-weekly. May implement by contract.

County is looking at bi-weekly pay, is currently looking at different HRIS systems. May roll out implementation to different unions on different timeframes.

- NH: this is something new. County previously discussed a need to “flip the switch” didn't want to run multiple payroll systems.
- RB: if we do roll out implementation in phases, it will need to be on a semi-monthly basis (with pay days remaining the 15<sup>th</sup> and last day of the month). Payroll cannot run multiple payrolls each month. However, a new HRIS should take a load off their office- won't require their payroll department to do as much auditing.
- JG: goal is to move everyone to lag at the same time.

- NH: if January 2023 is the target, how will the system be tested- will there be a test group?
- RB: any implementation will require a test run (dual)
- JG: will take place behind the scenes; employees won't even know they are part of the test group.
- NH: past meetings everyone had to be on board – all at one time, do not think Auditors can run 6 systems at the same time.
- JG: if we can get contracts to be more similar the easier it is to move groups
- NH: if willing to run test runs dually at least on or two payroll
- JG: testing will be done

## Prop 21

Minor clean ups of grammar, punctuation, etc. Some will be easy, and some may need to have conversations. Taken straight from current CBA.

## 10:34 – no stop – Local 1553-S presented their proposals:

Presentation of Union proposals:

- NH: full gambit- economic and non-economic proposals. 1553S will be having a membership meeting in near future, there may be more proposals coming.
- NH went through proposals: various comments noted below. Unless specifically noted, comments are from union...

## Prop 1

Also have interest in 4-year contract, through 12/31/2024

## Prop 2

Wages - Members wanted more than 3% for 2021, but are trying to work with the County's budget constraints.

Members don't like 13 step range, or that there is only 2.56% difference from one step to another. It takes a long time to get from step 1 to 13; propose reverting to 7-step range.

Employees do not think they are paid correctly at the lower ends of current scales

2022: 7% COLA. CPI has been trending higher; also propose adding a "longevity step" for employees with 10+ years of service (additional 5.12%).

2023: 3- 5.5%, CPI-W for Seattle-Tacoma-Bellevue

2024: 3-5.5%, same CPI-W. Add another "longevity step" for employees with 20+ years of service (additional 5.12%).

- JG: why use Seattle-Tacoma-Bellevue CPI?
- NH: a lot of folks believe this is a better CPI for Spokane area.
- JG: Does 1553S want to ditch current longevity:

- NH: still want to keep the 5-year longevity but may be open to something different for 10 year and 20-year employees, if County is open to new longevity steps.
- JG: how does it factor in, if an employee promotes and lands mid-salary range, but has 10+ years of service?
- NH: would look at base salary for step placement and then apply an additional step for "longevity." E.g. if employee would otherwise be placed at step 3, but had 10+ years of service, they would be placed at step 4. Union wants to keep salaries competitive.
- JG: new step, are you willing to ditch current longevity pays?
- NH: How would this work if someone promoted, at the new top step and move to step three in new scale?
- JG: They would move to step 4, since eligible for longevity step.

NH - For retaining and recruitment want the RIP pay, did not ask for retention or hazard pay in the past and this bonus is starting in 2022.

This bonus would be pro-rated for new hired within the year.

### **Prop 3**

Retention Incentive Pay- employees did not receive pandemic pay, now asking for yearly lump sum payments in 2022, 2023, & 2024.

### **Prop 4**

Education/Succession Incentive- want to incentivize employees to grow their education

- RB: what if degree is in a field unrelated to their job, or if their position already requires a degree... would they still receive?
- NH: yes- would still receive in both examples. Completing a degree program provides many transferrable skills.

### **Prop 5**

Would like to just roll MOU language into CBA

### **Prop 6**

Add Juneteenth as paid holiday on 6/19

### **Prop 7**

Increase PTO accrual tiers

9.1.c: there are inconsistencies between departments; would like to clarify that step grandparents, grandparent-in-laws, step grandchildren & grandchildren-in-laws are all covered. Want to include groups, in all areas consistency

9.6.5 – match to policy, double the payout. Increase PTO cash out to 2 weeks

Provide COVID leave- requesting that County grant 1 week of paid time, not chargeable to PTO or CAT account, if employee needs to take leave due to COVID. Would be retro to 1/1/2021, so employees would be credited back for COVID time taken during that year (up to 1 week).

- JG: no similar leave granted for the flu, strep throat- why call out COVID leave?
- NH: employees are frustrated with quarantine requirements, particularly when they have no symptoms. COVID has different requirements when it comes to having to stay home from work.
- MP: with employees having to burn their own leave, they aren't reporting if they have symptoms or have had a direct exposure. They come to work and expose everyone else.

### **Prop 8**

Add parent to extended leave provision of bereavement

### **Prop 9**

Medical benefits- maintain status quo, add gap coverage, add WPFL and Medicare Gap language, LTC plans

### **Prop 10**

Either an employee or the employer can request

### **Prop 11**

Want to memorialize in the CBA that departments must counsel an employee first, prior to moving into progressive discipline. Do not want employees surprised by discipline when they have never been counseled.

- NH: not talking about for severe offenses; referring to behaviors/performance. Employees shouldn't have to face discipline if they've received no prior counseling for issues that may have been occurring over many years (e.g. being late, etc.)

### **Prop 12**

Grievance remedy is granted automatically if employer misses a deadline.

### **Prop 13**

Compensation study- asked numerous times to implement. Were told they needed to wait for negotiations. Are now requesting it be implemented retroactively to 7/1/2020. Employees will be placed in the new range at their current step (e.g. step 5 currently to step 5 in new range).

Also need to revisit the placement of certain classifications (e.g. Probation Officer pay)

Some placements are incorrect such as Adult probation and Juvenile probation positions.

- JG: CBA was closed in 2020, correct?
- NH: correct- but non-reps received increases 7/1/20 and 7/1/21.
- JG: employer can take whatever action needed with non-reps. Clarified again that as of 7/1/20, 1553S CBA was closed.

### Prop 14

Lag pay implementation by moving 1 day each month.

(discussion about lag process- moving pay dates, vs. moving cut off dates for payroll; the group understands its coming)

### Prop 15

New add a VEBA account for employees \$100 a month from county this year and up to \$125 for the rest of the contract.

### Prop 16

New Deferred Comp match up to \$200/month

- JG: County will only provide a response to the unions non-economic proposals.

### Meeting took break at 11:15am; to reconvene at 1pm

Reconvene at 1pm

- JG- no response from County on any economic proposals
- County response to Union proposals:
  - TA: 1 (term of CBA)
  - No Response: proposals 2, 3, 4, 6, 7, 9, 13, 15, 16
    - Exception on Prop 9 – agree to WA PFML and LTC tax provisions
  - Reject:
    - 5, 7 (9.1.c), 8, 10, 12, 14
  - Reject in part- 11; agree to accept “sixty”, but inclusion of other language more problematic.
- NH: union is not able to offer responses to County proposals today. Will review with members and provide response prior to next meeting date of 2/15.
- NH: still have straggler supplementals in Juvenile & Forensics- how to move forward?
  - JG: Is there any way to incorporate the terms of the supplementals into the 1553S CBA: Would like to get as much into the main CBA as possible, with the only info in the supplementals being items not covered in the main CBA (department-specific).
  - NH to send supplementals to JG for review.
- NH: optimistic union and County can get a deal. Will Evergreen implementation be discussed in a separate meeting?

- JG: No, it will be an economic proposal, presented during negotiations.

Meeting adjourned at 1:15pm.