

Master Contract Negotiations Minutes

February 8 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:

- Gordon Smith – Chief Negotiator/Council 2 Representative
- Brian Rheingans – Local 1135 President
- Patty Bonner – Local 1135
- Scott Davies – Local 1135
- Allyson Barnes – Local 1553 President
- Gwen Outen – Local 1553
- Mindy Ensign – Local 1553
- Cindy Thompson – Local 1553 (via Zoom)
- Nathan Lawless – Local 1553 (via Zoom)
- Sami Micke – Local 492-FC
- Tiffany Kinnick – Local 492-SP President
- Teresa Keith – Local 492-SP
- Kelly Matthews – Local 492-SP
- Heidi Bulkley – Local 492-J President
- Jackelyn Geurin – Local 1135
- Melissa Schaal – Local 492 FC

Session began at 9:19am

GS- has response to most of the County's proposals- others require further discussion. Distributed packet with Union responses.

Prop 1

Page 2 – Agree with Preamble

TA from union, changing 492RC to 492FC and adding 492SP

Prop 2

4.3.1 - Agree with names change. TA on 492FC change & removing 911 (no longer a County dept)

4.3.1.1

- GS: Still not understanding about Risk Management leave the Union.

- JG: These employees now fall under the larger HR umbrella and so we are looking at them as confidential employees. The employee will be on HR umbrella. Still a separate division, but it's looking more like one large dept.
- GS: Are they now considered confidential employees?
- JG: Yes
- GS He is aware of the RCW that relates; he'll need to review. The Risk Management employees do not want to leave the union.

4.3.4 – Agree

Prop 3

(Union Security)- no response from Union.

5.7.1 - (Definition of Regular employee)- union rejects changes.

- GS: We feel current language is clear so why change it? Existing language is clear and consistent. Under proposed changes, some departments may extend the probationary period and others may not.
- JG: Management is not counting by hours so instead lets just do months. If an employee is out for a week or two we will not extend out for more than two week would extend. Currently, we are and we aren't counting/tracking hours. It's an administrative burden. Instead of counting physical hours, we want departments to just look at 12 months. If an employee is out for 1-2 weeks and is otherwise doing a good job, likely wouldn't extend probation. If an employee is out for 3-4 months, probably would extend? Maybe, maybe not. Twelve months is easier to administer; more practical
- HB: this could affect new hires and take away their ability to be team leaders since they cannot be one until they have completed probation hours.
- HB: Juvenile is a 24/7 facility. Twelve months vs. actual hours worked would actually extend the length of probation (due to their working a lot of OT). Incumbents would miss out on team leader pay and other opportunities not available to probationary employees. How would County address this issue?
- JG: Using 12 months is not going to be a significant difference... counting hours may end up being 11 months (vs. 12).
- JG: chances are they are not working an extra 500 hours, more like 100 which may have given them a month.
- HB: team leader or intake coordinator positions
- HB: What would the remedy be if hours are met in less than 12 months? With intake positions being bidded, and probationary employees not eligible.
- JG: Current CBA doesn't preclude probationary employee from being a team lead or promoting.

5.7.3 (Part-time employee)-

- GS: There are some part time employees in the Treasurer's office.
- JG: part-time and percentage are one and the same. Job sharing is 2 percentage employees.

- GS: union isn't sold yet- any harm in retaining current language? (additional discussion regarding job share & employees being in the same position number; Randy B. to follow up with the budget office on that aspect.)

Everything from Union Security they need more time to respond.

Prop 4

Article 6- Union counter-proposed 21 calendar days (sometimes a meeting can't even be scheduled for a couple of weeks); union does see the County's interest in speeding up process.

Prop 5

Union Activities - union rejects. Proposals such as this one feel unfriendly to the union. Functions involve training... County & union have mutual interest in having well-trained leaders. It's a benefit to the County- can help us solve or stave off employee issues.

- JG: if training is beneficial to members, why wouldn't Council 2 cover the costs?
- GS: doesn't have an answer for that. They do have a whole host of trainings on Zoom now, that occur off the clock.
- Allyson Barnes: Council 2 incurs the cost of the functions itself (venue, speakers, etc.)- County pays for employee's time to attend. There are a large amount of zoom trainings off the clock, the union pays for the venues and the speakers.
- JG: likens this arrangement to County sending Heather and Sara to a management training, but asking Council 2 to pay our wages for attending. Outside of regular work hours.
- AB: Union leaders don't have any prior background, education or training- as opposed to Sara and myself. Sara and Heather went to school for their jobs, we did not for our union duties. (additional discussion about why County should cover employee wages for functions)
- JG: if Council 2 wants to have well-training reps, they should cover all costs.
- GS: this is long standing language- it's a big ask.
- Brian Rhenigans: we are comparing apples to oranges.

Prop 6

Annual Leave - 9.3.2: TA and rejecting the change to hours from 40 days

Page 11 – 9.3.3 They are ok with

9.7: union rejects. Sees this as a reduction/concession.

- JG: the maximum accrual is already 40 days- there's no concession involved, just clarification of what already exists.

Prop 7

10.1 – (Sick Leave)- TA on relocating bereavement leave language to Article dealing with Leaves of Absence

Union still has their own additional proposal on the table.

10.8 TA – still have union proposal regarding adding parent to 10 days

10.10 (duplication of language)- TA

Prop 8

Hours of Work- Union is struggling with proposed changes; rejects all

12.1.3- do not find the existing language to be outdated. Believes this is common language

12.1.4- no interest in giving up the authority to negotiate effects. Still believes this needs to be negotiated for the effects on employees

12.2- don't see any need to change

12.3- this is long standing language. It's not just a no, it's a hard no. Something union members value a lot (all paid leave being considered hours worked, including for OT purposes).

Prop 9

(Leaves of Absence)- Partial counter proposals, partial rejections.

13.2.8- union proposal regarding bereavement is still on the table

13.3.2- removing language that time must be made up in the same work week; union made counter proposal.

Employer requested additional time to discuss/review this article, per wage and hour requirements.

13.3.3- union rejects; if the County shuts down, they should still pay the employees.

- JG: what about people teleworking? If people can work from home, a County shut-down wouldn't have any impact on their ability to work.
- GS: union needs to further discuss
- HB: example of Juvenile sending employees home in a snowstorm and not electricity. If an employees can work from home, but it takes one person 10 minutes to get home and another employee 3 hours, how will that be handled?
- JG: we're not talking about a weather-related event, where individual departments shut down.
- GS: union will talk more

13.3.4- union needs to sort through the impact

- JG: what are your concerns?

- Brian Rhenigans- why is County striking the language? (referral to 1135 supplemental)
- JG- master contract needs to be the main source of language- what does 13.3.4 point to in the 1135 supplemental, that is different from the master contract?

Prop 10

(Shared Leave)- union rejects giving up shared leave

- G: When people need it, they really need it- even if PFML is an option. Not everyone qualifies for the state leave and for people that do, there are delays in receiving payment. Even recently, requests for shared leave have been sent out.

HB just received one request recently.

Prop 11

(Seniority- referral to individual supplementals for definition)- union rejects

Union would like to keep this language; it steers people to the supplementals- serves as an educational element.

Prop 12

(Discipline & Discharge)- union rejects

17.3- the oral reprimand is the building block of progressive discipline; thus, the union wants the ability to challenge. The union already compromised in the last negotiation over the grievance level of an oral reprimand (stops at the HR level- took arbitration off the table).

- G: We believe that oral reprimands is a building block in progressive discipline, we would have no way to grieve again an oral if we think it is bogus. We conceded last time that an oral is decided by the HR Director and not an arbitrator.
- JG: do oral reprimands follow normal procedure, or do they go straight to HR?
- GS: the follow the same process as any other grievance.

17.6 –

- G: what other issues should be listed?
- JG: there are others, extreme killing someone, sexually assaulting, instead of trying to come up with all situations want to call out there are more than what is listed.
- BR: Management has brought up “if not in the contract, then not in the contract”

17.7 (Severe offenses)- union needs clarification on why employer wants to add , “may include but are not limited to...” Are there any examples that are left off?

- JG: there are a lot of things left off. Extreme examples would be murder, sexual assault. Instead of trying to come up with every single possibility, employer wants to make it clear this isn't an exhaustive list of severe offenses.

- B Rhen: have had issues with management applying their own interpretation to what is and isn't a severe offense.
- JG: grievance process is still at play, if the interpretation of severe offense is at question.

Prop 13

(Grievance Procedure)

18.3- union rejects. The welcome the idea of the Labor Manager getting the grievance at the same time- that can be helpful. Believe that management should be educated to forward it to him rather than the union the issue is with requiring the union to submit it.

- GS: can't management forward a copy, after they receive it?
- JG: why is it management's responsibility?
- GS: management is Josh's client.

18.6- no response from the union.

Prop 14

(Promotions...)- union requests additional clarification

- G: Union is struggling with how to accommodate groups where electronic access is a challenge. Can this article spell out a process for both? Union's driving interest is making sure people don't miss postings.
- AB: Still have members without computer access... (SCRAPS, Roads, Parks, etc.)
- HB: Why striking supplemental referrals (19.2)?
- JG: This article is about bidding rights
- HB: Discussion of process within 492J – their supplemental spells out the bidding process, providing more info than in the bullets. What is the harm in leaving 19.2? 492 J has different language
- JG: How is it different?
- HB: Juvenile court, Probation only, JCO, then outside of juvenile court. Provides more info than is in the master
- JG: Wanting to simplify, what is aligned is in master contract.
- HB: When we go through it goes to Master first then supplemental for information
- JG: We want Master to govern as much as possible only unique situations may be in supplementals. Trying to make sure supplementals only deal with issues specific to an individual department- no need to duplicate language in both the master contract and supplementals.
- HG: Also helps with consistency. Supplementals use the same numbering convention (e.g. 19.2)
- JG: Not worried about having each supplemental use the same numbering as the master contract. The interest is in having the master contract be the governing document. The County is willing to keep the references in the master contract if there is good reason for it.
- GS: there is a reason the supplementals exist- just need to discuss what is unique to that group.
- AB: currently in master contract, there's no 19.2- but each supplemental has their own, referring to 19.2. Is County wanting to have language in the master, rather than maintaining the supplemental language?

Prop 15

(Info Requests)- union needs further clarification

- G: Union believes it OK as worded- 99% of the time, requests come from staff reps, but don't want it to be exclusive to staff reps. If Gordon isn't available, it's plausible a request could come from a union president. Why does County want to make this so specific? What is the difference between Public Records request and Union Info Request?
- JG: unions have the ability to request info not always available to the public through a President. The union requests should go through Gordon. We don't want union employees making broad, generic requests on the union's behalf.
- GS: maybe it could read staff rep, or designee?
- HB: understands issues, but sometimes business reps are busy. If staff reps aren't available, the union presidents should have the authority to make requests.
- GS: requested union make a counter-proposal. That's as far as the union is prepared to respond.
- JG: put together language that works for you.

Prop 16.

22.2- personnel files.

- JG: He had a conversation with Civil Service- they maintain personnel files for Sheriff's Office employees, so the County will be submitting a revised proposal 16 to include Civil Service. Both groups have work to do- anything that has been fully TA's, he'll send to the union electronically.

22.3-

- G: why is the County deleting dress code language?
- JG: County has a policy

22.4, 22.5, 22.6- no union response

22.7 (mileage reimbursement):

- G: by County deleting references to supplemental, will there be an immediate impact to members if the supplemental has different provisions?
- JG: yes

Might be areas where it makes sense to rely on supplementals

10:22am- 11:27am- CAUCUS

Prop 17

No response for #17 and on

Gordon - No formal responses until next Wednesday on the rest of the proposals.

Prop 21

(Appendix 7- Classification/Reorganization)- proposed changes are sweeping.

- JG: County should have control over these items. It's the County's goals to continuously update class specs- don't believe there will be a need for these provisions, as our goal is to be more proactive in evaluating positions. The County wants to move toward posting positions vs. reclassifying. The CBA shouldn't dictate the terms of how we're going to evaluate positions, especially not require timelines.

15.3.11 (Pay Rate Upon Promotion).

- GS- by striking this language, there's no more certainty around what the increase will be?
- JG: intent would be to still have a certain minimum, but have flexibility for advanced step placements upon promotion.

Prop 22

(Seven Steps of Just Cause discussion)

- GS: union believes this is a good tool on both sides of the aisle
- JG: County is in fundamental disagreement- even if 7 Steps are followed, an employee can still file a grievance
- GS: can't tell employees not to file a grievance, but union reps can use Appendix 8 as a litmus test.
- GS: What is best way to describe economic vs. non-economic issues when union members ask?
- JG: economic issues have guaranteed costs (vs. non-guaranteed, e.g. OT- which may or may not occur)- but a dollar amount can probably be attached to a lot of things in one way or another.
- GS: to get traction, the union needs the County's economic proposals- hoping to receive those sooner than later.
- JG: want to identify sticking points that may take a package deal with economic issues.
- GS: struggles to negotiate economic/non-economic issues in a vacuum. The union has laid out both.
- JG: trying to look at non-econ issues from the union in a vacuum.
- GS: will reach impasse without County's economic proposals.

JG: Reclassifications – classifications being brought up to date. No out of class unless filling position. Reviewing class specs every year or two – reviews will eliminate need for reclassification

Pro-active to needs.

Do not believe union contract will dictate the when and how for reviewing classifications.

Striking pay rate upon promotion makes it seem like we could not follow at all.

- JG: we want more flexibility, to be able to take other things into review

Just Cause seems to be reasonable for both sides, so leave in contract

- JG - Fundamental disagreement that it is helpful to have in the contract

Question about posting minutes, some are economic, only one shoe policy? OT is not guaranteed to an employee?

Lag pay process?

JG - There is not increase or loss of pay for employees.

Difference of opinion.

- G: Global question: all include economic, when we are going to talk about it? Full steam ahead we need your economic proposals, easier to look at everything.
- JG: Once economics is on the table then non-economics are in the back-ground.

GS if economics are favorable then easier to agree to non-economics. No question that we will reach impasse on some until economics are provided

Next meetings: 2/16- 9am, 2/24- 10am

Meeting adjourned 11:46am.