

Local 1553-S

March 1st, 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
- Tony Hall – Purchasing Manager
- Patricia Cruz – Administrative Assistant 3/County's Note taker

Union's Negotiation Team:

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

Meeting began 9:30am

Natalie passed out 1553S Union's responses to the County's 2/15/22 afternoon non-econ proposals.

Unless otherwise noted, comments are made by NH

Prop 2: union rejects proposed edits

Definitions: suggest spell out "regular employee"- having completed 12 months probationary period

5.6.2: add 37.50, otherwise fine with proposal

5.6.4: fine with changes, adding 37.50

5.6.5: Probationary Periods

5.6.5.4: suggest if promote during new hire probation, can revert in 30-60 calendar days if former position is still open

- RB: can bump back whatever in first 30 days, but requires mutual agreement if >30 days
- NH: 30 day blanket bump back, up to 60 (or longer) if vacant & by mutual agreement
- TH: even if person promotes outside contract? (discussion about promoting in or out of 1553S and impact this language would have on other bargaining units)

5.6.5.5: added "laterally transferred"

5.7: union rejects

Prop 3: union agrees to 15 minutes for leave slip recording

7.2.2: understand County's intent but suggesting a better edit: "advance notification and reasonable coordination". Union has right to access employees, but understand County doesn't want it to be disruptive.

7.3: union rejects in totality

7.3.1: can TA as written

Prop 4: union rejects

- NH: policies need to be negotiated... cannot give up right to negotiate impact. As union sees it, employer just wants to reference generic policy. Having policy in CBA provides predictability- county won't make changes.
- JG: what if changes are positive? Union would be barred from new policy parameters. If policy is in CBA, locks members in for life of CBA. If changes need to be negotiated, union would only accept positive changes and would not accept changes that were less beneficial.
- NH: before JG was here, County said once survey done and submitted would negotiate impacts. Union requested to impact bargain implementation of the study... County refused, was disingenuous.
- JG: County would have bargained, but union refused to bargain in open negotiations.
- NH: union rejects

9.9: "Effective the first of the month the employee promotes..." payroll clerks are inconsistent in their application (discussion about backing out accruals, etc.- what it would look like mid-month)

Prop 6:

12.1.3: clarify no more than 5 consecutive **work** days, followed by no less than 2 days of rest (discussion on what is a "work day")

12.1.3.2: TA if County agrees to use "will" vs. "may"

12.1.3.3: Believe this edit is needed- Juvenile uses work weeks A & B (memorializes current practice)

12.1.3.4/12.1.4: union rejects. County wants to delete "negotiate effects"- union feels they should be able to negotiate impacts/effects. Fundamental to RCW. Cannot think of a time when union hasn't agreed to a proposed alternative ... have even proposed improvements.

(discussion about what must be negotiated with union- wages, hours, working conditions)

- NH: Department, County & Union must all agree on proposed changes (3-legged stool)

12.2: agree with alternative work schedules, but reject County's language

12.3: union rejects. Long history of paid leave counting toward hours worked & counting toward OT

Prop 7: add "within their FLSA defined work period"

13.3.3: County has discretion to pay employees or not; if county DOES pay, union proposes that essential personnel are given alternative time off to be used within 30 calendar days.

- NH: if County closes and sends non-essential employees home without pay, non-essential employees have option to use PTO, take time w/out pay, or may up time.

Prop 8: union counter- 15 working days prior to implementation to review & negotiate impact

14.2: maintain language (union rejects)

14.3: will share data and provide 30 calendar days prior to implementation to review and request to negotiate impacts.

14.4- 14.8.1: union rejects

- NH: union has proposal to revert to 7 step range; need to resolve that issue first, will then be in a better position to wordsmith.

14.12: union proposed BTB language

Prop 9: Union rejects

Prop 10: already TA

Prop 11: already TA- still no OK with 18.6 changes (Liability limit of 45 days)

Prop 12: proposing language regarding probationary period

19.3: not a lot of these- 1553S doesn't have many cross over classifications (mostly contained in each department)

- JG: agree to have language in one place or another (already in definitions)?
- NH: Article 19 is better spot for it, fine with having it in one spot

19.4: union rejects County's proposal to eliminate demotion language

Prop 13:

21.1: 15 working days to negotiate any proposed changes to work rules

21.2: not sure where we ended up... what if employee works on both County side and Civil Service side- can't they receive copy from both each year? Is there any one location where file is maintained in totality?

- JG: will look at it
- NH: weren't sure if one file shipped over to the other side(?)

21.3: union proposes adding "and/or Local Union President" to info requests. If NH isn't available, union president county make request- but not just anyone in the union.

21.4: ok with removing language; was a strong interest on the County's behalf in the past

21.7: appreciate edit of "business miles" but would specifically impact Assessor's Office. Believe it's an economic item- need to discuss what to do with outliers. Assessor's use their own vehicles- perhaps they are exempted from this? JG: no, would include Assessor

- NH: going to be a problem

(discussion about use of pool cars)

- JG: not aware of any conversations to have specific fleet of pool cars for Assessor's

Reasonable Suspicion: union rejects

21.9: union proposes language to make sure intent isn't to supplant- want to put some parameters around it.

Prop 14: union rejects

Prop 19: leave in 7-Steps of just Cause

Prop 20: cannot provide response until they know parameters

- NH: when might union see economic proposals?
- JG: possibly this afternoon(?)

Caucus 10:27am

Reconvene 12:03pm

County passed out County's response to Unions counters

Prop 2: moved definitions to article 15

Prop 3:

- 7.1- TA
- 7.2- agree to union's proposed language
- 7.3- still in disagreement regarding "without pay"

Prop 4:

9.9- conversion from current plan to PTO... propose to leave as is

Prop 6:

12.1.3- county asked union for definition of "work day"- union couldn't respond... so employer requests it be removed.

The rest of Prop 6 remains unchanged

Prop 7: "defined work week"-

13.3.3- County rejects. Proposed modified language- County may or may not pay employees for emergency closure. Grants options if time is unpaid.

(discussion about defined work week- what if day is at the end of their work week? JG: don't have the option to make up the hours)

Prop 8:

14.1.3: County agrees with 15 working days

- JG: still in disagreement that we need to negotiate impact. County agrees to discuss impact.
- NH: clarification 15 working days from receipt of notice & class spec? JG- yes, working days
- NH: clarify "discuss" vs. "negotiate"
- JG: agree to meet and discuss changes, and discuss potential impacts
- NH: concern remains... discuss also includes talking about impacts.

(example of adding a new certification to a class spec- new cert may change working conditions, which would require negotiation.

- NH: Even if change in working conditions, County is refusing to negotiate impacts? That would be an ULP.
- MP: Negotiate means attempt to reach agreement...
- JG: what if there isn't an agreement? Then what?
- NH: using that example, when has that ever happened? JG: has seen it happen with other unions- change is required, but union refuses to accept they are required.

- NH: What if there is a cost associated w/a new certification? Who pays for it? How much time does ee have to obtain?
- NH: it's one thing to agree to something for new hires... but what about impact to current employees? Not necessarily discussed, but negotiated.
- JG: in disagreement.
- NH: discussion isn't negotiating impacts.
- JG: agree, the two have fundamental differences.
- NH: if involves working conditions, would be a ULP not to agree to negotiate impacts
- JG: not if union agrees in CBA; employer willing to discuss impacts. Sometimes there isn't a way to reach an agreement.
- NH: where has 1553S ever not agreed to proposed changes?
- JG: never
- NH: then why proposing language, when it's not an issue?
- JG: looking for efficiencies

14.3- rather than providing all data, providing 3 weeks (same as class spec change)- union can request additional info during that time frame.

Prop 9 & 11: remain unchanged

Prop 12: 19.2.1.4- revert w/in 60 days, if position is still unfilled.

Lateral transfer: same parameters

- NH: (discussion about verbiage of "promotional probation period")

19.4- maintain proposal to strike voluntary demotions- may also involve another bargaining unit

- NH: how would 60 day bump back work? Example of JCO promoting to 1553S.... either ee or employer could mover person back, if position unfilled, during first 60 days? JG: yes
- NH: what is the safety net for an ee to try to do something new? How will you encourage people to promote if they don't have ability to bump back if it doesn't work out?
- MP: if just promoted, should person fill out application to move back to prior position just in case? If position has already been backfilled, no protection.
- JG: most people who promote to supervisory, want to move up to that level
- MP: example of prior coworker who promoted and then bumped back to lower level position.... Wasn't happy in supervisory position. (discussion about timing and requirement of posting)

Prop 13: Union proposed 15 working days; County thinks 14 calendar days is plenty. May be extended by mutual agreement.

21.2: Personnel Files- added "and/or"- file could be in HR and/or Civil Service. "Files" is plural- should take care of concern.

21.3: County agrees

21.7: agree to move to economics

21.9: Reasonable Suspicion- still want to strike; county has a policy

21.9: (discussion about including non-represented) NH: covers any supervisors outside of represented supervisors.

Changed I.e. to “e.g.”- not an all-encompassing list; added verbiage about not supplanting

Prop 14 & 20- maintain current proposals

- NH: anticipate clean up on Prop 20? JG: potentially... union doesn't need to respond

Economic proposals following lunch break.

Break at 12:41pm.... Reconvene at 2pm?

Reconvene 2:22pm

- JG: economic proposal package- warned it will look substantially different than union's economics. There is a wide gulf between the two. How this unfolds depends on union's priorities- maximize wages? Need movement off non-economic issues.... Need non-economic issues to remain intact? Need movement off the economic package. Doesn't like to put out an economic package so early, but because union requested..

Prop 1: agreement to grant Juneteenth

8.2: added “federal”

- NH: what if it's a perpetual holiday? By adding “federal” if another Juneteenth came up, would need to be negotiated?
8.3.3: cleaned up language

Prop 2: PTO- has been discussed in non-economics. Original language taken from County policy. Instead of outlining each individual change, have crossed off old policy and added new policy. STD and LTD still reference County Policy- otherwise, it's the policy cut/paste into the CBA.

(discussion about changes in new policy vs. old policy)

- NH: fear of some members to lose STD; looking for predictability. Perhaps add generic language that an STD plan will remain in effect (does not need to include specifics). Would still provide flexibility for County to change policy. Union to review.

Prop 3: going 2 separate directions. Natalie will recognize language from 492CS and 492CL. County is not trying to screw employees ... County needs flexibility to make changes to the PPO and HMO plans- both very expensive to the County. Down the road, may need to get creative with containing costs w/plan design changes. Don't intend to do anything drastic, but want ability to look at things that aren't utilized. Ex: # of chiropractic. Want ability to look at utilization and then make determination on if changes make sense. What savings would there be to both County and employees ? Not trying to gut the plans, but want flexibility for changes and explore adding new plans (high deductible, HSA, etc.)

- JG: prior employer had HSA; same language has been in union CBA's for a very long time- now need flexibility. County does agree to pay PPO and HMO and will keep cost share the same.
11.1.5, 11.1.6 and table with plan particulars all struck
- MP: so no guarantees on deductibles under proposed language? JG: no
(discussion about potential changes to plan design)
- MP: County is asking for carte blanche? JG: will never change during a plan year, but could potentially change from one year to the next over course of CBA.
- NH: Out of curiosity, not County's desire to have 5-6 different plans? Just a couple new ones?
- JG: yes... want all employees to have same options- HMO, PPO, HSA, etc.

- MP: if you get rid of low cost members in HMO/PPO plans, will increase cost?
- JG: potential. But younger, healthier members want different options- the big draw isn't medical coverage.
(discussion about different options and associated costs to employees)
- JG: any plan design changes will also have large impact on non-represented employees ... County wouldn't want to do that. Current leadership will make suggestions based on what's good for County and what's good for employees .
- NH: County needs to rebuild trust.
- JG: His own reputation is on the line, as well. We get it, healthcare is a big issue.
- NH: appreciates the spirit in which JG delivers message, but senior leadership comes and goes... employees are still here to pick up the pieces.

11.2.2- minor change

11.3- take date out

11.5- Health Care Committee – not a functional committee.

- NH: maybe it can be helpful for committee to get buy in?
- JG: would be tough if need unanimous agreement...
- NH: what about just having a different form of committee, for plan design changes?
- NH: old health care committee had predictable meeting schedule

11.6/11.7- already TA

Prop 4: Wages

15.1: mapping to new scale that's closest to current rate; then increase wage scale by 1.5%

NH: salary data is old now... have scales been updated?

JG: talking about the classification study (vs. initial compensation study)

(discussion about if data is aged, and if class study salary ranges were grown)

January 1, 2023: 1%

January 1, 2024: 1%

2023 and 2024 increases are not contingent on anything ... either effective the first, or if pay periods differ at that point, may be "first full pay period following January 1."

Prop 5: OOC Pay- trying to standardize across the County. Proposing parameters around OOC... 2+ hours/day, paid at step in higher range at step resulting in 5% increase in pay.

- NH: intent that employees need to meet MR's? JG: Correct.

Prop 6: if excused from work, ee can use accrued time or be unpaid for the shift

15.7.2- reduce call back from minimum of 4 hours to 1 hour & clarification that meetings and training on off hours are not considered "call back."

- NH: what about commute? Current policy takes into account commute time.
(discussion about training and call back)

Prop 7: some classifications at the County are FLSA exempt- should not be receiving overtime. Must meet both FLSA and WA State requirements. Paid on salary basis.

15.8.3- eliminate daily OT

15.8.7- reference to LOA- not sure where this language came from (?) Asked NH to send to JG if she knew of any

- NH: Could someone send a recent JCT to Natalie, MP and Lyle?
- JG: we'll send list, with caveat there may be exempt classifications not meeting salary threshold.
(discussion about what it means to be FLSA exempt)
- NH: significant change – need to see a list of who it will impact
- NH: will impact being able to cover shifts- what is incentive for employees to work extra?
- NH: will take a look at data and then evaluate

Prop 8: 2 changes, 1 clean up

Comp time already accrues at time and a half, shouldn't then be paid out at time and a half (already being factored in)

- NH: clarification for if an ee works 1 hour of comp, how much time goes into bank?
- JG: 1.5 hours in bank.

15.9.2- requested monthly posting of monthly comp time

- NH: old language- didn't want people going to payroll clerks all the time to try to figure it out 15.11 (step increase process)
- JG: has no interest in going to 7 step scale; will keep 13 steps
- JG: between each step in new Evergreen scales, approximately 2.8%

Prop 9: clean up

- NH: do we have anyone at County still receiving a physical check?
- RB: new hires, last pay check, 1 non-banking ee

Also included County's response to Union's economic proposals:

Prop 1- TA

Prop 2- County rejects

Not going to follow Seattle-Tacoma-Bellevue CPI, or lock us into min/max

- NH: what is the logic of County's 1% colas?
- JG: just an initial proposal, based on what we've been able to agree upon with non-economics
- NH: how did County come up with 1%? Union is trying to tie increases to something tangible... how it is respectful to offer 1%>
- JG: it's negotiations. No one comes in with final ask.
- MP: Union's ask is actually lower than current cost of living increase. 1% is a slap in the face.
- JG: it's the initial offer only. Combination of econ/non-econ issues. Hard for County to move on economics when not getting movement on non-economics. Also need to put together a package that BoCC will agree too.
- NH: difficult to sell to both members and BoCC. Trying to be transparent- members will be postal when they see 1%. Needed to ask the question to inform membership

3. Retention Incentive Pay- county rejects

- NH: why? Could use CARES Act \$... there was no retention pay during pandemic.
- JG: BoCC has no interest in hazard pay
(discussion regarding no pandemic pay)
- NH: to encourage people to stay here, when they didn't get incentive pay to stay here.

(discussion regarding sign on bonuses)

4. Reject

5. Reject

6. TA

7. Reject (County provided its own proposal re: PTO)

8. Reject

9. Reject (County provided its own proposal)

Medicare gap: NH- why is County rejecting?

- JG: not a firm no
- NH: going to get asked; County wants to reference policy throughout
- JG: answer to many of our requests for policy has been no.

10. Reject (County has own proposal)

JG: want to maintain 13 step ranges, vs. 7

11. Reject- not going to require counseling

- JG: will try to work with employees if there is a problem, but if there is a severe offense shouldn't have to start with counseling before moving to other discipline.

12. Reject- not going to automatically grant remedy

13. Reject- CBA was closed as of 7/1/20

14. Reject- County has its own proposal

15. Reject

16. Reject, as of right now

- NH: What do they say to the members, why no to HRA/VEBA or Deferred Comp Match?
- JG: Don't currently have an HRA/VEBA with monthly contributions; Deferred Comp? Still a possibility as part of the final, overall settlement. Not slamming the door. Will come down to priorities.
- NH: that's it for today. Next meeting in 2 weeks? Will try to get responses back to employer by then. JG will provide proposed class study mapping, including exemption status.
- NH: confirm difference between 2020 Evergreen tables vs. 2021 Evergreen tables (2%?)

Sara: date of mapping will be as of 2/14/22 (snapshot)- will say that on spreadsheet.

- NH: understands proposal, just needs to see impact.

(discussion about how it will be received by membership)

- NH: some members have made comments they hung around to see if County will do right by them. Won't see this as County doing right. May let their feet do the walking. There are some upset folks out there.

- MP: members have been waiting a long time
- NH: different levels of understanding- dealing with a whole gambit.

Meeting adjourned: 3:50pm

