

Local 1553-S

March 15, 2022, Meeting Minutes

Those in attendance:

County's Negotiation Team:

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

Union's Negotiation Team:

- Lyle Johnston- 1553-S
- Natalie Hilderbrand – Council 2 Staff Rep
- Michelle Perrinne – 1553-S

Meeting called to order 10:36am

NH: housekeeping. Thanked Josh for meeting by Zoom - hope everyone is feeling better. Michelle needs to leave for a short time at 11:30am - will return later. Hoping we can conclude on or around 3:30pm. NH has meeting in Cheney at 5pm, so needs to allow for drive time.

NH: passed out Union's response to both economic and non-economic proposals from County.

NH: negotiation team is prepared to continue negotiations but believes County posting minutes and proposals is illegal and unlawful - subject to ULP. Would like to continue with session, but requesting we take down what we've already posted and not posting anything in the future.

JG: answer is no. County is going to continue posting minutes, proposals and responses- as we've been doing for the last 3 sessions with 1553S. Council 2 has presented 3 individual cases to show we're committing ULP. Rebuttals:

RCW 41.56: only states needs to bargain with exclusive bargaining agent- which we are doing.

Judge Hazel's case: has no bearing, is not precedent setting. JG has other court cases he will be providing showing.

Court of Appeals decision 2012, p. 6- highlighted section on left (JG read verbatim)- " Stare decisis is not applicable to a trial court decision because "the findings of fact and conclusions of law of a superior court are not legal authority and have no precedential value" **Judge of Superior Court are not precedent setting - do not establish case law."**

1. Superior Court rulings are non-precedent setting

PERC 492 decision: PERC stated County committed ULP by requiring open bargaining in ground rules. Currently not meeting under any ground rules with 1553S, so decision has no bearing.

Lincoln County- PERC & Court of Appeals: p. 7 (JG read verbatim). "31 - The County argues that public collective bargaining has no relationship to wages, hours, or working conditions. We agree. The County then argues that the public has a right to know how its tax dollar are spent and cites *Janus c. American*

Federation of State, County, and Municipal Employees, Council 31, --- U.S ---, 138 S. Ct. 2448, 2474, 201 L . Ed. 2d 924 (2018). We certainly agree with this principle and note that the County has the ability to keep the public informed of how its tax dollars are spent.⁴

JG: I am also going to refer to footnote #4. Page 10, Footnote #4, “For instance, the County can begin in open session by explaining to the public its current budgetary issues and what topics it anticipates will be discussed during collective bargaining. After each bargaining session, the County can provide the public regular updates of what topics were discussed and the progress of negotiations. Once negotiations have concluded, the County can inform the public how each of the issues was decided and how these issues impact its budget.”

County has right to keep public informed on how tax dollars are being spend. County can provide regular updates, etc.

JG: still Council 2’s stance to continue to bargain, or how to proceed?

NH: want to get deal for their group, so will continue to bargain. Have filed a lawsuit on issue and may proceed with ULP. Don’t feel County’s practice is lawful, but here to get a deal for members. County is making bargaining team feel uncomfortable. Has a chilling effect... bargaining team isn’t sure how will be represented in minutes- may be misquoted, etc. Interferes with bargaining team’s ability to bargain. Council 2 believes it’s a violation, don’t think County is bargaining in good faith, prior ULP ruling by PERC- all point to violation. Will continue to negotiate, however. Self-serving. County’s attempt to continue following open meetings resolution. County still trying to unlawfully follow. Lost a lot of time due to County’s actions in 2021- not fair to members. Ready and willing to proceed.

JG: going to continue posting minutes and proposals. Gave Council 2 opportunity to have input – Council 2 opted not to agree to anything in ground rules.

NH: 1553S responses to proposals

Non-economic Proposals

Proposal #2 – Union Security

5.1- 5.6: do not agree with edits – reject

5.6: agree to TA joint collaborative edits

5.7: reject proposed edits

Proposal #3 Union Activities/Functions/Business

7.1: TA at 15 minutes

7.2.2: TA with join collaborative edits

7.37.3. With all add propose without pay – we reject that.

Natalie read their response: However, the Union offers a counter proposal to the County. If the County will keep the language that these ten working days are “with” pay, Local 1553-S will agree to delete the

last sentence (annual carry over language) in 7.3 as proposed by the County. If agree 10 day pays, we agree with the language

7.3.1: TA 3/1/22

Proposal #4 PTO

Natalie read their response: Since the County stated during our 03/01/22 bargaining sessions that they do not intent to negotiate (with all of the various Unions) the impacts of their County policies and said instead they only want to inform and answer any questions we might have in regards to their policies, Local 1553-S rejects the County's 9.8.2 – 9.8.3 proposal. Why? Because the County has an obligation to negotiate the impact of their policies especially when they effect our members already negotiated contractual benefits.

NH: Therefore, union rejects proposed changes. "Just trust us". Employees do not trust County. Want predictable parameters- don't feel comfortable signing that away. Knows these are the bells and whistles we get- don't want to hand County a blank check.

9.9: hinky when someone promotes mid-month. Convert to PTO the first of the month following the employee's promotion. We talk about that before. If its not 1st or 16th we like to propose the next month falling the promotion. We think will be a clean application. The conversion will not happen. Cleaner approach than trying to figure out prorating, etc. This would be a cleaner process. Employee stays on old plan until first of month following promo.

NH: Are you open to negotiate?

Proposal #6 Hours of Work

12.1.3: TA

12.1.3.2: TA

12.1.3.3: TA

12.1.3.4: Union rejects. Union believes effects of schedule need to be negotiated- negotiate impact.

12.2: Union rejects. Once again, union should have ability to negotiate since impacting members. Not everyone is eligible for alternate work hours. 3 legged stool- needs to stay that way.

12.3: union rejects.

Proposal #7 Leaves of Absence

13.3.2: TA.

13.3.3- essential employees should be the same cookie if County opts to pay employees for an emergency closure. Question defined work week. And Natalie read their responses: If the County should opt to pay employees for the emergency closure, essential personnel will be given alternative time off to be used within 60 calendar days in lieu of the emergency County closure pay received by non-essential employees.

- NH: How will this be handled with FLSA exempt classifications? Doesn't it fly south of County's proposal? 1553S not waiving in FLSA exempt- want all positions treated as non-exempt.

- JG: why should employees get additional time off (essential)?
- NH: if others are being sent home and getting paid- (getting paid for not working)- essential employees should have same benefit. Past practice is to grant essential employees additional time off.
- NH: also questioned how FLSA exempt pay could be reduced for a week

Proposal #8 Classification/Reclassification

14.1.3: 15 working days notice (used same measuring stick throughout proposals). Thinks it could be word-smithed (proposed edits). Nataly read what they add: If the County creates a new classification or makes updates to a classification specification, the County will provide the Union fifteen working days notice prior to the implementation of the new or revised specification. The Union will have 15 working days from receipt of the notice and copy of the new and/or revised classification to negotiate the impact of the changes to the existing classification and/or impacted employees.

14.2: union rejects elimination in totality. Reclasses have value- open to changes in verbiage, but not in eliminating altogether.

14.3: union proposes 15 working days & that County will share analysis and/or wage study data.

14.4: union rejects. Believes language is needed.

14.5: union rejects. There is value in showing employees how hourly wage is calculated. County proposed language in 14.5.2. Keep 14.5.1 as written, but revise 14.5.2. And read "The above formula is used to calculate the Standard Hourly rate for determining overtime pay, comp. time pay, CAT/VEBA leave payout and PTO leave payout".

14.6- union counter. Heard that County intends to keep 13-step salary range. With that said, 14.6.1- advanced step not to exceed step 9.

- JG: why 9?
- NH: willing to go up to step 9 (basically step 5 out of 7-step system). More than fair.
- JG: what if someone has 20 years of experience? Why should we be limited?
- NH: Hire up to step 9. If step 10 or above, needs to be by mutual agreement. Also proposing 14.6.3 re: leapfrogging. If it does leapfrog, HR will immediately reevaluate person leapfrogged. A lot of people have worked their way up- CBA language has limited what they receive when they promote. Don't have the same type of consideration available to new hires. Union understands need... want to bring good people on board, but don't want current members to get lost in the shuffle. Want fair treatment of employees already here.
- JG: 14.6.3-what if step placement at step 9, surpasses existing member... if County looks at employee who is leapfrogged but makes decision no change is warranted. What then?
- NH: file a grievance

(discussion about leapfrogging and what constitutes a leapfrog- how experience factors in)

- NH: new section for current employees being adjusted. Same application of step increase- treated the same as a new hire (1st step at 6 months, then annually thereafter)

14.7: Clear that increase is at least 5%, then 6 months a step. Then annually thereafter. County talked about competitive vs. non-competitive. Does County have an example of non-competitive?

- JG: no- foresee all positions being filled through competitive recruitments.
- NH: supports why we need reclassification language-
- JG: want to move away from reclassifications. Higher level position should be posted- not just automatically reclassify an employee.
- NH: not always so cut & dry. Positions morph into something different due to change in laws, etc. Person is doing the work because it needs to get done- that's the purpose of reclassification. But County is saying they'd write new class spec?
- JG: yes, and would be posted.

14.8: Pay rate upon reclassification- union proposed change in language "or job classification" "10% increase" and "Subsequent step increase shall be at 12 month intervals until the top step is achieved".

14.8. 2 : We believe also that has to be add paying and and or job classification.

14.10.1: Step increase at 6 months upon demotion

14.10.3: Remove "or bidding"-no longer applicable

14.12: Add language "In the addition to the provisions of 14.7 pay rate upon promotion, 14.8 pay rate upon reclassification and 14.9 pay rate upon wage/range adjustments".

Proposal #9 Seniority

We do not agree, we are rejecting

Proposal #11 Grievance procedure

18.1 – 18.3.3: Union had previously agreed on 02/15/22

18.6: union rejects the liability limiting to 45 days

Proposal #12 Promotions/Vacancies/Reassignments/Lateral Transfers/New Openings/Demotions/Review (Probationary) Period

Union attempted to word smith. Added sections for new hire probation and promotion new hire. New hire probation contains language regarding promoting during new hire probation.

19.2.2: can revert w/in 30 calendars days (or up to 60, if still unfilled). If employees want to take chance on promoting, they have 30 days to try position out- guaranteed to get old position back. If goes beyond 30 days, take chance

- HK: applicable to reverting to base unit position?
- NH: yes- wherever they came from. Want to encourage employees to promote.

19.3: Lateral transfers- have 60 calendar days to kick back if prior position is still unfilled. For lateral or promotion, may revert in first 30 days.

- NH: Civil service has some classifications with 1 year probation- do we need to specify?
- JG: provide us with examples?
- LJ: Forensic Unit Supervisors have 1 year probation for both new hires and promotion
- NH: who is going to reach out to Ashley?
- JG: we will look at it.

19.4: union rejects. Believes it's a useful tool.

Proposal #13 General Conditions

21.1: Union proposes 15 working days from receipt of the work rule and/or department policy to request to negotiate the impacts of this departmental work rule or policy.

21.2 - 21.3: TA today

21.4: Previous TA to delete dress code

21.7: Elephant in room is the Assessor's Office. Believe it's an economic proposal. Huge financial impact to Assessor's Office members to do away with monthly per diem and move to business mileage.

21.9: union rejects getting rid of reasonable suspicion. Policies need to be negotiated with union.

21.9: TA

Proposal #14 Lockouts and strikes

Union rejects as written.

Proposal #20 Appendix – Normal (lag) Pay system

Lag pay. Proposal needs additional clarification from County- needs to be worked on. Union needs more info before being able to respond.

Economic responses:

Proposal #1 Holidays

8.1: TA

8.2: Union proposes adding "state"

8.3.3: TA today

Proposal #2 PTO

Union rejects eliminating PTO language. Members want parameters- not comfortable leaving it to trust the County.

p. 16- union doesn't have copy of current PTO Policy- couldn't figure out where differences were. Union requests copy of current County policy. May be able to get agreement. But needs to see current policy.

- JG: will send copy of current PTO policy.
- NH: still open, still reviewing.

Proposal #3 Insurance Benefits

Union rejects totally eliminating insurance info. Members want parameters- not comfortable eliminating cheat sheet- provides parameters. No comfortable trusting County not to make substantial changes.

11.2.2: TA edit

11.3: TA edit

11.5: is Cadillac Tax verbiage still applicable?

- JG to verify with broker that Cadillac Tax has not been repealed.

11.6 and 11.7: TA

Proposal #4 Wages

Members were pretty pissed off. Candidly, to not be able to come to the table until Feb 2022- no retroactivity? Feedback was not kind. County stalled and now won't grant anything for 2021 and only minimal increase for 2022, 2023, 2024. Members were insulted. How can County propose that?

15.2: union proposes 15 working days

Proposal #5 Out of Class Pay & Pay Period

15.4: Union proposes "1 hour or more" for OOC

15.5: Pay period. Premature to delete language without receiving a revised lag pay proposal from County. Not in a position to delete- need to see where we go with lag pay.

Proposal #6 Reporting time & call back pay

15.7.1: Questions. Union rejects as written because 15.7.1 speaks to an employee's "regular" schedule shift. So how does the proposed language as outlined above coincide with the County's "exempt" status discussions/proposal? How does it play into FLSA exempt status? Doesn't make any sense that someone would show up for work, but no work is available?

- JG: for this group, likelihood that there won't be any work is small. Language is included to cover that possibility.

15.7.2: call back pay is 4 hours of straight time. Union is willing to amend to 3 hours of straight time, if County agrees to proposed language regarding scheduled meetings and training not being considered call back- so long as 30 calendar day written notice is provided to employee.

Proposal #7 Overtime

Union rejects. Members did not like at all- hasn't been application.

15.8.7: LOU refer to alternative work agreements that spell out how OT is paid.

Proposal #8 Compensatory time

15.9.1: front load “with prior approval from their supervisor”
(additional language proposed in 15.9- see proposal)
(discussion about if comp time is included on pay advice)

15.11: Goes back to union’s proposals regarding new hire and promotional step placement. Not in a position to respond with those issues hanging out there.

Proposal #9 Methods of payment

We are fine and TA on that proposal

- JG: take 1 hour for lunch, as a group come back together at 2:15pm
- NH: could we come back at 2?
- JG: we will try.

Caucus 12:14pm

Reconvene 2:27pm

Patricia passed out County’s Amended Non-Economic Proposals (per union’s response)

- JG: going through our packet of info

Proposal #2

No changes, maintaining initial proposal

Proposal #3

made change to 7.3- agree to strike “out”, with no carry over- TA

Proposal #4

STD & LTD- want consistency across the county

9.9- TA on effective date of conversion

Proposal #6

12.1.3, 12.1.3.3- TA

Proposal #7

13.3.2 - TA

13.3.3- County proposes essential employees be paid 1 ½ for hours worked

- JG: exempt employees? If employees not paid, can use PTO
- NH: essential employees paid 1 ½ on top of regular straight time?
- JG: 1 ½ only for hours worked

(discussion about if an employee's works a later shift- do they qualify for 1 ½ for entire shift? Depends on when emergency is declared "over")

- MP: if employees work 4pm- 4am.... What portion of shift qualifies for 1 ½?
- JG: depends on timing of when emergency is declared and when it resolves
- NH: for PTO, non-exempt... employees go without pay or uses comp time? For exempt employees? Not addressed
- JG: will treat exempt employees exactly how they should be treated.
- NH: shouldn't it be specifically listed out in 13.3.3? Where does it say salaried employees don't need to use PTO?
- JG: if we want to treat exempt employees as they should be treated, we need to rewrite many different sections of the CBA. County's preference is to treat exempt as exempt. If 1553S wants them to be treated as hourly employees, that's union's call.
- NH: that's how their treated now (as hourly employees)

Proposal # 8

14.1.3 - maintain will discuss (vs. negotiate)

14.2- maintain taking out

14.6- County wants flexibility, not interesting in constraints or time delays in having to run it by union

- NH: how do we address leapfrogging?
- JG: when looking at advanced step requests, we look at education/experience of all incumbents
- NH: (discussion about people who have promoted vs. new hires, had to follow CBA language so may be lower in the range... suddenly leapfrogged by new hire. How does the County reconcile this?
- JG: followed CBA language at the time. County has proposal regarding advanced step upon promotion.
- JG: eventually there is a cut-off... cannot continually re-evaluate per new CBA language. Will always have people hired before/after cut-off dates. Want to address issue moving forward. Union is asking for a re-evaluation of everyone in 1553S. They were placed appropriately per the CBA language at the time.
- NH: County is being more generous to new hires than to people who promote. Care more about attracting new people than retaining current employees. Paying premium dollar for outside employees.
- JG: trying to recognize inadequate process that was in place prior. Moving forward, if employees have appropriate education/skills, will consider when looking at step placement.
- NH: current language doesn't make advanced step upon promotion option clear.

- LJ: still doesn't allow for moving people to adjust for market conditions (re-evaluation of current employees) If employees is brought in at a high step, can we do a mid-step evaluation on them?
- JG: no proposal to re-evaluate all of 1553S staff
- LJ: would be on case-by-case basis
- JG: wouldn't be equitable – why does one person get re-evaluated because department had to hire someone, and others aren't re-evaluated?
- NH: on case-by-case basis, it's only fair to re-evaluate when an advanced step hire is done... not asking for everyone in 1553S to be re-evaluated, only in the case of advanced step hires and leapfrogging.
- JG: (discussion of re-evaluation process)
- NH: (discussion the re-evaluation only applies when new hire comes in and leapfrogs current employees)
- JG: treats employees differently – some have opportunity for re-evaluation, others don't
- NH: understand, don't agree. Just move on.

14.7- TA

14.8.1- County maintains 5% upon reclass, agree that subsequent step increases are at 12 months

14.8.2- County agrees

- NH: in 14.8.1- is this "at least a 5%"? flexibility for more than 5%? Is rationale the same? Will there be an evaluation, or is it the step that provides a 5%?
- JG: not looking at individual education/skills- no re-evaluation process. Moving to the step that provides at least a 5% increase.

14.9- no changes

14.10.3- agree

Rest of proposal- maintain initial

Proposal #9

Maintain initial proposal

Proposal #11

Maintain

Proposal #12

Agree with union's proposed changes

19.4 withdraw

- NH: will review and let county know at our next meeting- will confirm

Proposal #13

21.1 - fifteen working days; will meet to discuss impacts vs. negotiate

21.2- TA

21.7- move to economics

21.9- everyone should follow County policy

21.9- maintain

Proposal #14

Maintain

- NH: when response to economics?
- JG: what are union's priorities? If priorities lie in economics, County needs flexibility and ability to create efficient operations. If priorities are firm CBA language- what we've heard so far- (not supporting flexibility or ability for County to create efficient operations)- that will be reflected in County's economic package. Want to prepare group for that. Nine other bargaining units out there negotiated contracts and received wage increases- clearly County has an interest in settling CBA's and we haven't dragged our feet.
- NH: same to the County. County wants it on employees backs. Need to see some movement from the County toward employees. Members see this as take away. Have a mutual interest in doing right by employees and members- cannot be on the back of 1553S.
- JG: just trying to negotiate a contract.
- MP: we've come along way on non-economic package
- JG: there has been movement, but still hear a lot of not wanting to make changes
- NH: understand the cultural difference in "discuss" vs. "negotiate"? How do they know what the County will come up with? Comes back to trust issue. If there is a reason for a change, let's have discussion about the "why". Employees don't want to step back. If union gives County carte blanche, how do they know County won't make changes that harm employees?
- JG: Could be changes that employees will not see as beneficial? Possibly, but not going to go out and screw employees. Would be harming non-reps, as well.
- NH: trust is something that is earned. County has shown they haven't acted in the best interest of employees- hasn't been trustworthy. Employees are looking for predictability, minimal parameters. Not opposed to changes (e.g. high deductible plan), but employees want to know predictable elements. If union hands that over, they lose predictability. Non-reps get whatever the County comes up with. Look how well County has treated non-reps, and how poorly they've treated union employees?

(discussion about increases reps have received vs. non-reps... 7/1/2020- got compensation study. No COLA, but study was implemented. 7/1/2021- got classification study. 2022 COLA. Treating non-reps better. 1553S members are upset.)

- JG: unions have this fear County will screw over employees - hasn't happened in recent years.
- NH: we've hashed out enough, will agree to disagree. Meeting again in 2 weeks? Meet at 10am... will give 1553S bargaining team time to meet prior.

- NH: need to ask for data. When asked for where employees would be placed upon classification study data. Spreadsheet data doesn't make sense... not sure data is correct. Also want to make sure their step placement is correct.
- MP: example.... For MP's record. Currently at step 13, new rate of pay \$34.09. Carl B. – also at step 13, new rate of pay \$34.15. Three different Detention Shift Supervisors, all at top step... all placed differently.
- SE: will look at it.
- NH: (discussion about how things are listed on spreadsheet)
- JG: we'll take a look at it to see what happened.
- NH: new wage table. JG said table had been revised... 2020 table grew by 2% for 2021? Numbers didn't jive. Double check?

(discussion about which table is accurate? How much was 2020 grown by? Mapping doesn't match to 2021 table that was provided.)

- NH: FLSA sheet... want to verify between exempt & non-exempt, federal or WA parameters?
- (discussion about exempt status & WA State salary threshold)
- NH: get a report 2-3 years, w/name, employees classification & department. How many employees received call back pay and OT? Departmental issue vs. Countywide issue? What is the OT impact? 2019, 2020, 2021- pull out of PS by code? Once they know impact, can evaluate. Suspect there are pockets... cannot know impact of proposed changes without looking at data.
- NH: appreciates our time and effort via Zoom
- JG: appreciates union's effort and today's discussions.

Meeting adjourned 3:33pm