

Master Contract Negotiations Minutes

March 16, 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:

- Gordon Smith – Chief Negotiator/Council 2 Representative
- Brian Rheingans – Local 1135 President
- Patty Bonner – Local 1135
- Allyson Barnes – Local 1553 President (via Zoom)
- 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
- Heidi Bulkley – Local 492-J President
- Jacklyn Gelrin – 1553
- Melissa Schaal – 492FC
- Jonathan Holden - 1135

GS: reiterated request that County cease posting minutes and proposals. Additionally, has a chilling effect for participation at negotiation table. That being said, prepared to respond.

Responses to County Economic Proposals

Proposal #1 Holidays

8.1: We are OK with clean up for day after Thanksgiving

8.2: We reject "Federal"- if governor calls a holiday, should also be fair game. Ok with other changes to 8.2

8.3.3: Union rejects. If decision is left to each department supervisor, will lead to inconsistent practices.

- JG: current language states, "at employees option". How does the current language not create inconsistencies?

- GS: point well taken. But at least if employees option, they are making that choice. Union prefers it remain employees choice.
- HB: What if employees and supervisor don't agree? So want the Employee option.
- JG: but they could be putting the dept in a hardship position. May hinder operations of department if multiple employees request same time off- thus... mutual agreement.

Proposal #2 Insurance Benefits

No exception to new plans being developed and offered during the term of the CBA- most employees would welcome that- but members need certainty that 2 existing plans will not be harmed. Why not put it in writing? Content with cost share % being the same, certainty on parameters of 2 existing plans.

11.7: will get back to us

11.8, 11.9- what's driving County's interest? Follow the law stuff? What is driving this, what is behind the counties interest.

- JG: since last CBA, these 2 new programs have been put in place. Want to make sure it's clear what law currently states. WA PFL cost sharing % changed this year- may continue to change. It's dictated by the law. Same issue with WA CARES Fund- been delayed to July 2023, no one knows but need to assume it'll be enacted. If union is agreement that we'll just follow the law, can take it out.

Proposal #3 Wages

Not even close. Should share interest in solving recruitment/retention problem currently stretching across all departments. Cost of living is through the roof, gas is through the roof. Even during pandemic, members had done a hell of a job – should be factored into wages.

Proposal #4: Shift Differential

- GS: Value the supplementals. County proposal would be a decrease for at least one of the locals. No interest in losing.
- JG: What is point of master contract? Should cover everything wage & benefit related for all locals. Either come up with standard language everyone agrees to, or what's the point of having a master contract?
- GS: suggesting we not have a Master Contract?
- JG: County would be open to having individual CBA's. Having so many supplementals and so many references in the Master Contract to supplementals, suggests there may not be an appetite for having a collective Master Contract.
- GS: Haven't talked about that as a group. There are some efficiencies through negotiating as a group. Will take it as food for thought.
- JG – There will be language that is the same between

- GS – We do think there are some efficiencies/consistencies to negotiating as a group, had a time with us Public Work/Protec17
- TH: Back to the wages - any counter proposal? Can't do much with just a "reject."
- GS: Would steer back to union's initial proposal. Counter remains initial proposal. Reason they haven't moved... same reason County hasn't moved off their economics. Point, counter point- no movement on either side. Mediation may become necessary? Still standing by economic proposals.
- JG: We are not even close to mediation at this point. Have only met 4 times.

Proposal #5: Reporting time & Call Back

Don't want to lose or reduce any current benefits. Call back is a hardship- takes away from personal and family time. Union prefers call back pay remain status quo.

Proposal #6: Overtime

No interest in reducing overtime compensation.

Proposal #7: Comp Time

Many differences in comp time among the locals; each local wish to retain what they currently have.

Proposal #8: Longevity

Is strike out intended to do away with any of 492FC's current benefit?

- JG: we'll take another look at it. Are they part of 492 or 1553 – I think they have similar longevity as the others.
- GS: is County proposal intended to do away with 492FC's service enhancement pay?
- JG: I do not know what the enhancement pay is? Their longevity pay is the same as all 1553 please let me know what the enhancement pay is.
- GS: – 14 – Am I correct that if we get to the new payscales the step increase would be 5.62%
- JG: no 5.6%
- GS: will need to get back to County.
- JG: provide him with info on service enhancement pay.

Proposal #9: Out of Class Pay

If we work things out and end up on new pay grid. First paragraph intended to mimic what new step increases would be.

Union counter: OK with 1st paragraph, if next 2 paragraphs are stricken. There have been situations where employees worked out of class and didn't meet MR's- and did fine. Unnecessary constraints. Example of out of class in Prosecute Attorney's office, Ellie Murphy, worked out of class as Business Manager and did just fine.

Proposal #10 Step Increase Process & Methods of Payment

15.11- "one step" – what does that refer to?

- JG: Anyone newly hired or promoted receives a 1-step increase initially, then 2-steps from that point forward.

15.11: TA on other strikethroughs

- GS: P. 16- pure curiosity... how many employees still receive hard copy checks?
- JG: still a handful. Law says if employee doesn't have direct deposit, we have to either provide a paper check or debit card. We don't do debit cards, so have to do paper checks.
- GS: What is behind deletion?
- JG: We'll correct errors on next check

Proposal # 11: Advanced step placements

- GS: Advanced step placements aren't solving recruitment/retention issues. Step 1 of each range should be sufficient to attract talent.
- JG: How are we going to hire an experienced employee? Not going to come at step 1. Step 1 might work for less experienced employees. Our proposal moving forward is that when employees promote, if they have many years of experience outside County, how do we address crediting them for their exp?
- GS: will take under consideration.

Proposal #12: General Conditions

- GS: County proposal is a reduction of current benefit. 1135 receives \$600 every 3 years. 492SP mechanics receives \$160/year.
- RB: are employees taxed on amount, or reimbursed?
- 1135: taxed on amount
- JG: County proposal is more money for employees... not taxed. Employees receive full amount.
- RB: hard to believe... medical cards get taxed twice.

(discussion about cost of 1135 boots- \$600; not feasible to spread out over 3 years)

22.7- how does the County define "business related"?

- JG: when doing a function of the County in your own personal vehicle. Has to be a function of the employee's job.
- GS: any problems leading to change?
- JG: want to make it clear what is being reimbursed.
- (discussion about what counts as business miles)
- (discussion about if road department employee works OT from Denison Chattaroy to Spangle, what mileage counts as "business miles"?) JG: need to discuss and confirm
- GS: what is resource? IRS website?
- JG: IRS updates annually... need to go to their website.

22.7- "if possible"- what does that mean?

- JG: don't know that it'll always be possible to furnish a vehicle- County will try to provide vehicle, but may not always be guaranteed.

21.7.2- intended to do away with Assessor MOU?

- JG: yes
- GS: per Nathan Lawless- it's a reimbursement. A lot of variables go into this- cost of vehicle ownership, higher levels of insurance, maintenance/repair, pay for own fuel. Assessor's office already dealing with recruitment retention. County wouldn't save by providing fleet vehicles.
- GS: at point to take a break. Not prepared to provide written response to 2/24 amended County non-econ proposals. Could speak to them, but not provide written response.
- JG: it's been 3 weeks... why response to econ, but not econ?
- GS: a lot going on. Having weekly meetings is ambitious. There are times when just can't work through things as quickly as they'd like. They do have responses.

GS requested break- 20 minutes, or so.

Break at 10:13am

Reconvene 10:44am

GS: working off document County's Amended Non-Economic Proposals- Provided to the Union on February 24, 2022.

If he skips over certain articles, they are TA or still open

Proposal #3 Union Security

5.3 New hire orientation - Clarification issue at this point. No question that new hires would be on County clock in paid status whenever and however orientation takes place. What is County's interest?

- JG: Not an appropriate place for the union orientation to take place. Union should set it up on their own. This is NEO to County and department.
- GS: If union's interest is to ensure both parties are in a paid status, would that be a problem for the County?
- JG: Is concern with striking out, "at no loss of pay"? Unpaid status was County's proposal
- JG: 2- now that we've withdrawn removing Risk Management, is that a TA?
- GS: yes
- GS: P. 6- 5.7- probationary language should be in a separate section?
- JG: yes, have moved it out of definitions in other CBA's. Also want to expand verbiage to provide more clarity. County is willing to explore other options.

5.7.5: Union counter- can TA to modifications if could include County's % policy by policy number and date. Want certainty that County policy won't change during term of CBA.

- GS: driving interest – OK with policy, but want it not to change for term of CBA.
- JG: if County policy changes for the better, does Council 2 forego asking for the better benefit?
- GS: wouldn't have a choice, if in CBA
- JG: that's why we want to just reference policy- would apply to everyone
- GS: wants to talk with team.

Proposal #5 Union Activities/Functions/Business

- GS: P. 7 - 7.1- union stands by 2/24 rejection of changes, but... how does County define "absence from workplace"?
- JG: however, it's done now. Not proposing to change current definition.
- HB: absences from the workplace... she is in Juvenile. In last couple of weeks have had meetings in HR. Does that constitute an absence from her workplace?
- JG: however, it's being done now. Types of Activities and Union Functions remains the same. Only looking at the timeframe.

Proposal #10 Shared Leave

- GS: P. 15- Union countered tying current policy to the CBA. No mechanism for countywide donations? Would County consider union's ability to retain language about soliciting count wide donations?
- JG: right now, no mechanism for a countywide request in the current CBA. Process is request received in HR. HR approves or denies, then gives to department head. No automatic leave notification that goes out to entire County. Morphed into new practice? Initial request is just within department, unless approved to go beyond?
- GS: needs to get more info.

Proposal #13 Grievance Procedure

18.3.1- TA on that

Proposal #21 Appendix "7" – Classification/Reorganization

P. 28- Union needs to see movement on County's economic proposals before they can respond to this proposal. Sweeping change- a lot of strikeouts. Union has an interest in maintaining involvement in appendix 7 issues.

P. 35- TA

That's all union has for today. Will reduce responses to writing.

- JG: before we broke, 1135 asked question regarding mileage. Question about if employee works voluntary Overtime at a different site/district? If it's a voluntary change at employee's option, no mileage reimbursement. Only if management directs employee to report to a different location.

JG: Take a little time for lunch and for County to have discussions on our side. Reconvene at 1pm?

Caucus 11:05am

Reconvene 12:57pm

County passed out "County's Amended Non-Econ Proposals - March 16, 2022"

- JG: County heard union's verbal responses... want to go through County's response

Proposal #3 Union Security

Willing to withdraw our changes to Article 5.3- New Hire Orientation if the Union agrees to the County's Non-Economic Proposal #10 & #20

JG: also discussed definitions... new proposal containing all Review Period language- at very end of packet.

Proposal #5 Union Activities/Function/Business

7.3- County will withdraw "without pay" so long as Union agrees with other changes in 7.1, 7.2.2 and 7.3 (unused days being shared and rolled over).

Proposal #6 Annual Leave

9.7- if employee is separating, longevity no longer applies- should be separated out.

Proposal #7 Sick Leave

Union still has proposal regarding expanded bereavement leave for a spouse. If union agrees to withdraw the expanded bereavement, could TA.

Proposal #8 Hours of Work

12.1.3- County maintains proposal- wanting flexibility for today's workforce.

Proposal #9 Leaves of Absence

Only area of disagreement remaining is expanded bereavement (union's proposal) and 13.3.2, timeframe for making up time within FLSA defined work week (still need to add verbiage to the proposal)

No other changes.

Proposal #10 Shared Leave

If union agrees to follow Shared Leave policy, County agrees to withdraw proposed changes to NEO.

Proposal #11 Seniority

County is not in favor of having separate language in all supplementals. We're not able to identify what is different in the supplemental. If there is additional language in a supplemental that the union would like included here, County is open to hearing it.

Proposal #13 Grievance Procedure

Only area of difference is 18.6 (liability). County makes no changes to proposal as of today.

Proposal #14 Promotions/Vacancies/Lateral Transfers

No changes from our last meeting.

- GS: part of discussion had been that County is will to send out stack of postings?
- JG: email goes out with a summary document- a brief synopsis of each opening.
- GS: in 1135, are there any intended changes to their internal processes. When there is an 1135 vacancy, employees bid on them. Assuming there would be no changes? Same process in 492J.
- HB: in Juvenile when vacancy occurs, note goes into each employees mailbox. Is then posted.

- JG: reassignment process isn't affected by this language.

Proposal #16 General Conditions

Still a couple of areas of disagreement- 22.4 and 22.6. Can unique wording from 1135 supplemental be presented so we can see what the difference is? Perhaps it's covered by language in master.

22.9- no changes to County proposal. Not looking to replace or supplant workforce.

22.6- question from 1135.... Is that the tool policy?

- JG: anything that's unique to 1135 supplemental

(HK had to step out of room briefly)

- HB- 22.9, what is definition of "short periods of time"? (p. 21)
- JG: hard to say- depends on situation. Breaks, lunches, if employee has to leave for an appointment and no one else to cover the work.
- BRhen- make supervisors continue to get medical cards and get into drug testing pool to legally perform work?
- JG: well aware of federal law. Shouldn't be using equipment if not legally qualified to use equipment. This is not just regarding 1135- this is all master contract departments.
- BRhen- if management is getting into member's equipment, creates liability. Risk Management should be involved.
- JG: if management is stepping in and filling in, better have qualifications to do so.
- CThompson: doesn't refer to temp workers... correct?
- JG: Under language, County always has ability to hire temp workers. This is just looking at situations where it doesn't make sense to bring in a temp... this is a supervisor or another employee stepping in. Not looking to replace bargaining unit employees- doing it to provide efficiency.

Proposal #17 Lockouts and Strikes

No changes to initial County proposal. Union thinks we're trying to take away rights- not the case. Let us know areas of concern and we'll take a look at it.

Proposal #20 Appendix "6" Shared Leave

(shared leave- reference earlier County proposal)

Proposal #21 Appendix "7" Classification/Reorganization

Language on p. 31- moved language dealing with step placement upon bump back to one article (15.3.14.2)

Proposal #23 New

Leaving it open (lag pay). Will be one that gets wrapped up in the end with the final agreement.

New language – New Article

Not numbered- new language. Verbatim from what was discussed with 1553S. Clarifying language for new hire probation, promotional probation, lateral transfers. Request union look at it and let us know if questions/concerns.

- GS: any response to Union's economic proposals?
- JG: no, not today.

Requested at least an hour

Caucus 1:32pm

Reconvene 3:13pm

- GS requested we reserve every Wednesday in April.
- JG: should work
- GS: could we meet at 11am, so union has morning to put together written responses?
- JG: yes- even if not a complete set of responses, try to give each side at least some responses to keep t things moving.

County amended Economic Proposals (JG)

Not ready to make substantial movement, but not out to screw employees

Proposal #1 Holidays

No changes, still believe we follow federal holiday schedule (not state)

8.3.3- not any change except for "by mutual agreement"- heard union's concerns

Proposal #2 Insurance Benefits

We heard union's concerns. Goes to flexibility. Willing to keep current plans and current cost-sharing percentages. We're trying to show good faith, not trying to make healthcare more costly. Just want ability to make changes to plans- not even significant changes.

- GS: for sake of example, "minor changes"... what are examples?

- JG: co pays going from \$30 to \$35 or \$40. Looking at benefits that aren't being utilized by employees as a whole- or seldomly utilized- change the benefit, to reduce cost for overall plan. Another example is \$150 for ER co-pay... try to encourage use of urgent care instead by increasing ER co-pay.
- GS: during course of a year, is County able to work with the broker to make changes to the plan?
- JG: can't make mid-year changes... no changes possible at this point until 2023.
- Jacquie: no guarantee we're keeping Kaiser or Blue Cross?
- JG: no... but honestly those are the 2 biggest players in Spokane area. Hard to think we'd move away from either Kaiser or Premera.
- Heidi B: JG said minor change could be increase to co-pay? Is \$30 to \$45 co-pay a minor change?
- JG: yes- that would be a minor change
(discussion about what constitute a minor change)
(discussion about impact of increased copay to her own family situation, was substantial impact)
- Jacquie: also need to go back to the minutes... danger of sharing personal info
- Cindy T: Employees are freaking out when seeing proposals to website, questions regarding what's happening with medical with so many things crossed out.
- Melissa: for employees who make decent wages in county, more of an impact to low wage earners. That is who we need to consider.
- JG: the demographics coming into workforce, the healthcare benefits County offers- most time employees are not coming here for the benefits. They aren't utilized. That is why we're trying to walk that fine line in meeting union part way. We'll keep the plans and cost share- just want ability to make changes to the plans. If plans are locked in, cannot even explore ways to reduce costs. Need ability to make changes across the County.
- Mindy: plenty of current employees seeing huge increases in rent, people looking at making changes are not the low wage earners. People with decision making authority won't be impacted in the same way.
(continued discussion regarding impact of changes to medical plans)
- JG: language is locked down so hard, we want ability to earn union's trust- cannot do it under current language.

Proposal #3 Wages

No changes yet

Proposal #4 Shift Differential

No changes yet

Proposal #5 Reporting Time & Call Back Pay

p. 10- no changes to reporting time proposal, but call back pay increase from 1 hour to 2 hours of straight time pay (or 1 ½ for hours worked)- whichever is greater.

Proposal #6 Overtime

no changes

Proposal #7 Comp Time

Need additional conversation. Union said there are differences in supplementals, cannot see what those are (?). Made change to 15.8.2... employees can use comp in 15 minute increments (like any other leave bank). Help us understand differences in supplementals.

Proposal #8 Longevity

No changes. 492FC is receiving serving enhancement pay- not something we're looking to address is this particular contract.

Proposal #9 Out of class pay

Confused about why union is hesitant to agree to this proposal. This language has already been agreed to in 15.3.5 in Appendix 7. Proposed language is even more favorable (1/2 day for out of class, lowered threshold to 2 hours). Rather than having it listed in appendix, moving to Article 15. Not sure about the push back (?)

- GS: there have been situations where language wasn't followed. Second 2 paragraphs put certain constraints on everyone.
- JG: if employee is allowed to work out of class without meeting MR's, then later applies for the job- ee wouldn't be qualified for position without meeting the MR's, even though they'd worked in the job.

Proposal #10 Step Increase process & Methods of Payment

No changes. This is current practice for all employees hired since 2014. There is a grandfathered group hired prior to 2014... that group still receives 2-steps upon promotion. The proposed language will eliminate grandfathered status.

- GS: possible to get a list of who grandfathered employees are?

Proposal #11 Advance Step Placement

Hear there is possibility of leapfrogging and pay inequity. We try to avoid that now by looking at education/experience. Want to allow advanced step placement for promotion of existing members, to give people full credit for their education/experience. We believe the proposal is better than the current process we have in place

Proposal #12 General Conditions

Increased safety shoe reimbursement to \$200/year.

- PattiB: when buying shoes for \$600... hang onto receipt for 3 years and submit it 3 different times to get full amount?
- JG: would need to look at situation
- GS: Econ Prop 11- who would decision maker be for advanced step placement?
- JG: current process is that request goes to HR. HR reviews request and does analysis to see if we can support an advanced step.
- PattiB: what happens if hired at advanced step, but after hire it's determined to be a mistake- they're not as capable as they presented themselves to be.
- GS: better for group to discuss amongst themselves
- JG: not a final proposal. Trying to show there are incremental steps. Will to make moves.
- GS: good to hear. Union sincerely roundtabled and tried to come up to response to non-econ proposals. Lesser struggle is that there is some homework to be done. Larger struggle is there are a lot of changes... to move things along, need to put money on the table. Will need to buy some of the changes.
- JG: doesn't disagree... with packages put together today, didn't see significant financial impacts.
- GS: struggles to work through non-econ proposals separate from econ proposals.
- HB: will County have any responses on Wednesday?
- JG: we've already provided some responses to econ props

Meeting adjourned 3:56pm