

Local 492 - MH

March 22 2022, Meeting Minutes

Those in attendance:

County's Negotiation Team:

- Joshua Groat – Chief Negotiator/Employee & Labor Relations Manager
- Sara Erb – HR Generalist
- Patricia Cruz – Administrative Assistant 3/County's Note taker
- Darren Lehman
- Kristy Ray

Union's Negotiation Team:

- Gordon Smith
- Josh Landrus – President
- Nina Barfield – Vice President

Start 10:12

- GS: If you intend to take minutes and post minutes and proposal, I object.
- JG: I have to let you know that we will be positing minutes and proposals. We are ready to provide non-economic proposals today. We want to see where we can get today and then we will propose our economic proposals. The dates are from the previous meetings and we did not want to re-print. Our main goal is to create efficiencies, which there already is a lot of flexibility in this particular contract.
- G: For Council 2 we are ok to clean the language and 492 it is ok also.
- J: If you guys want to keep the 492 M we are fine. We are adjusting our proposal for consistency

Proposal #1 Preamble

It's only the preamble to date to 2021. We are trying to make 3 years contract, but we are open to varying lengths.

Proposal #2 Union Recognition

We cross out the MH and we fine with 492 M. union recognition, retitle.

Proposal #3 Union Security

5.1 – 5.6 was cross off because of the Janus decision. The union and the county had previously agreed to a MOU, not that we have had time to look at it there is some things we like to change/update.

There are some areas we believe must be change

Page 4 – about the County remain neutral about Union. The next changes in page 5 – county will provide the acknowledgement to the county from the new members, we think this should be the opposite, the union provide to county. Updating language from RCW for what is considered a notification.

We are proposing to cross out about Payroll sending the union dues authorization to the Union. We believe this is a Union responsibility and the Union should be sending the County the authorizations.

We cross out the birthday and address. It is employee responsibility. If they want to, they can provide this information to the Union.

The Employer and Union should have to do the exactly the same and both should keep records that are available to the other party for review.

On page 6, new hire orientation – we do not believe that it is a place to the Union conduct the new employee orientation to the union, that is something Union should be in another day. We are still ok with 30 minutes, but separately.

5.7 – Simplify the definitions of our employee. 5.7.1 – we add the probation period may be extended to account for any unpaid leave of absence that the employee may take.

5.7.2 – I know some area has different schedule, but across the County, definition of full time employee is any more than 37.5 hours. Those who work less than 37.5 will considered percentage employee.

Proposal #4

Change 30 minutes of absence. All the absence for Union should be documented

7.3 – We are proposing to be without pay.

The next change 7.3.1 – cross out and propose one 1 individual be allowed to be intend to the Union activities.

Proposal #5 Annual Leave

We are not doing it by days, but by hour, and for those who work 37.5 will be the accruals. We did for 37.5 and 40.

9.3.2 We cross the 40 working days and add 300h for 37.5 employees or 320h for 40h employees.

And we did the same at 9.7. clean up and add the same hours.

Proposal #6 Sick Leave

10.1 a 10.1. we converted days for hour.

10.8 bereavement we do not believe should be in the sick leave article but in the leave of absence article

10.9. We cross out because we don't believe should be in here.

10.10 it's an insurance issue and language is in the insurance article.

10.21 – we want consistency

Proposal #7 Hours of work

Crossed off original language and added in MOU language

12.3.1 – paid leave, all hours considered part of OT, but changed to not being part of OT calculations.

Any Questions?

Proposal #8 Leave of absence

The first we cross (read and add) should not be in that language. We think we remain the laws and policies.

13.3.2 We want to make clear; some people work in different shift and they are going to be able to make their time. Easily done in 8h.

13.3.3. To make consistency. If all employees sent home because County shout out, and if they are available to work from home, they keep their payment or

13.5 – Where we believe the Bereavement leave should be and has no changes

Proposal #9 Seniority

We are just change the hours for month.

article 16 – first 2080 changed to 12 months. Unpaid LOA – extend

Proposal #10 Discipline And discharge

17.3 – You follow HR aspect.

17.6 – We just want to make clean and under that language we can have consistency (that why we add severe).

Proposal #11 Grievance Procedure

Main idea is clean the language. Change for Labor Relations. I do see reason to mail, only e-mail.

18.3 We are adding some information's to make clean.

The big change it is 18.6 (please see proposal language.). We do not want grievance sitting at hr. We just want this finish immediately or will have 45 days.

- G: For termination, 2?
- J: No, those can take months. We are saying suspension and discharging. We expect you to file a grievance once something is discovered so that we can fix. Not hold onto it for a payday later.
- GS: is this for termination grievances as well?
- JG: last line clears up that. They would get full back pay, or what arbitrator states

Proposal #12 Layoff and Recall

Clean the language.

19.2.3 For some reason that language doesn't make sense of the employee refuse a recall? We do not understand that language. If we recall you there is not an option for you to refuse but still have one more

- G: In the case of it is out of you position. my understanding is if you are recalled to something other than what you had been in
- J: We can change and make clearer.

Page 26 just clean the language.

Proposal #13 General Provisions

20.2.1 – HR doesn't care that the department has a file for the employee, but the official will be HR. Civil Service can have a file that is inactive though.

20.3 – dress code – just follow the policy.

20.4 – Forgive us if we are going to far. The only we think was Nurse and it is why there.

G: We going to talk

20.6 – Mileage – the

20.9 – We add that language its just saying allowed the County supervised to step in and help in some situations - like lunch time, of 15 minutes. If we need because some people are in absence.

Proposal #14 Information Requests

Just trying to make it clear on who can make a request for information.

Proposal #15 Lockout and Strike

This is new language in case of illegal strike. One thing we agree on is that there isn't recourse outlined if employees do strike.

So, if the employees strike, the Union agrees to do everything it can to stop the strike and the County won't hold the Union liable for any damages.

We are not trying to take of the Union any right. With that language we are definitely willing to listen.

Proposal #16 Authorized Agents

Just clean up

Proposal #17 Savings Clause

We don see need to have that language there

Proposal #18 Effective date, contract period and changes.

Updating signature page, who is signing. May need to add a line for Mike Sparber to sign. The signature page and clean up and who has to sign.

Proposal #19 Appendix B – Normal (Lag) Pay

This has been a topic for years. You has the new CEO, Ashley.

This will probably change and if you guys want to leave this for the end. But just you guy know lag pay, we have the ability to correct, and people use the PTO. We are having problem and want people to be paid appropriately.

Will be every 2 weeks. We don't know if will be positive if the system going to help.

- Sara: the biggest part you always going to see in you pay check the over time in the next month.

County recognizes that some employees live paycheck to paycheck so there will be something in place to help bridge those employees.

No questions from Union.

Gordon gave us their proposal

Since you have seen this before, our primary interest is in the economic realm, no interest to go backwards, considering current CPI's we think ours is reasonable.

Proposal #1 - Terms of Contract: Length of contract there sounds like options so we can discuss

Proposal #2 Wages - Since you have seen this before, our primary interest is in the economic realm, no interest to go backwards, considering current CPI's we think ours is reasonable.

Proposal #3 – Medical Benefits to remain the same

Proposal #4 – Wage Study – The contract was closed

Proposal #5 – Modify Article 15.13 Retention Bonus as follows - For retention back to the annual. A retention bonus, for every year rather than every other

Proposal #6 – Service Enhancement Pay - All it is about retention. A retention bonus, for every year rather than every other.

Proposal #7 – HRA/VEBA- we have had this at CDA for about a decade and they really like it

Proposal #8 – Modify Art 10.8 Bereavement Leave as follows - Expand on bereavement leave, no issue moving to LOA section. Add parent and out-of-town restrictions does not apply in the case of the death of a spouse, parent, or child.

Proposal #9 – Modify Art 18 – Grievance Procedure 18.1.3 - Trying to level playing field for both parties with time frames. Add Union's grievance remedy shall be granted.

Proposal #10 – Juneteenth – Add Juneteenth as an additional personal.

Proposal #11 – Add to Art 8 – Holidays 8.1 – An additional holiday for a Departmental consistency

Proposal #12 – COBRA – Extend to 60 months

Proposal #13 – Add to Art 10 – Sick Leave – convert up to 75 hours of sick leave to annual leave.

Proposal #14 – Modify Art. 8 – Holidays 8.2 - Cover Holidays (governor and president)

Proposal #15 – Add to Art 15 – wages 15.5: 15.5 – Add FTO language

Proposal #16 – Replace art 12 – Hours of work, section 12.2.1 with “ For employees, the work schedule shall be 80h of work per work period. Employees shall be schedule off at a minimum of 2 consecutive days.

- JG– Enhancement pay is that in lieu of longevity
- GS – No it is in addition too,
- JG – nothing in here I am surprised by,

So we are slated to be done at 1:00 today, do you have time to get back to us today?

GS – give us about a half an hour.

Reconvene – 11:47

Gordon started saying their response to the Proposals

Prop #1 – Housekeeping – we are fine

Prop #2- We are fine

Prop #3 – We are keeping, page 6, 5.3 we can agree. 5.4 is open. 5.7 it is agreeable.

Prop #4 7.1. We are ok to strike 30 minutes or more

Page 8 – the changes 7.3 we are open for now

Prop #5 - 9.7 longevity (everything in non economic proposal 5 is fine)

Prop #6 10.1 and 10.1.1. TA'd ok with moving bereavement but our counter on language

10.21 TA

Prop #7 12.2.1 we TA

12.3.1 we rejecting

Prop #8 13.1 we agreeable to

13.3.2 and 13.3.3 still open

Prop #9 16.1.5 – we agree

Prop #10 we agree with the clean

17.6 we agreeable with additional

Prop #11 18.1.2.6 we fine

18.3 we are fine page 23

18.6 – we are open

Prop #12 19.1.1 housekeeping

19.2.3 we do mind to work on the language.

J: The limit position currently on MH how can be on recall. So we are open to make some changes.

G: that is ok.

Prop #13

We agree on everything on that page except to delete 20.4 bc we want talk with them first.

Page 28 20.9 – we can agree with that.

Prop #14 We TA

Prop #15 leave open for while. I am trying to figure it out

Prop #16 Agreement

Prop #17 Agreement

Prop #18 Call open

- J: we are flexible to leave n the contract

Page 34 its fine

Prop #19 For now still open.

Next meeting I will have the responses and I think we are very close to get there.

Next days we are looking?

7th will be the next meeting all long day.

Finished at 12H00