

## **Master Contract Negotiations Minutes**

March 30, 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
- Allyson Barnes – Local 1553 President
- Gwen Outen – Local 1553
- Mindy Ensign – Local 1553
- Cindy Thompson – Local 1553
- Nathan Lawless – Local 1553 (via Zoom)
- Sami Micke – Local 492-FC
- Tiffany Kinnick – Local 492-SP President
- Teresa Keith – Local 492-SP
- Jacklyn Geurin – Local 1553
- Shawna Kimbell – 492 SP
- Melissa Schaal – 492 FC
- Jonathan Holden - 1135

Master Contract Negotiations

March 30, 2022

Meeting began 9:22am

(issues with the Zoom link)

- GS: objection to County's posting minutes and proposals
- JG: County's response remains the same
- GS: last meeting the union verbalized a package deal and your answer?
- JG: answer is no. No – that package, if you said if you add the two categories to bereavement and accept Counties proposals
- Gordon – then lets try this?
- GS: Package proposal – if any part is not agreed to, Union will revert back to original

### First 3 items, what if packages

1. Has been answered
2. Agreeable to lag pay if county agrees to retention incentive
3. Union modified holidays- if additional holiday is implemented for any bargaining group or non-reps, the holiday shall be added to Article 8.1. Softens their prior position.

### Counter Proposals:

#### Economic Prop #4- Shift differential

Existing language goes way back, long overdue for an update. Proposal excludes 1135 and 492J

- JG: So 1135 and 492J are excluded in their entirety, or just shift differential?
- GS: just shift differential. 492J already has a higher amount.
- BRhen: 1135 has differently defined shifts (specific timeframes). Weekend shift work provides for an additional \$2/hour

#### Economic Prop #7 – Comp Time

Norm is for comp time to be at employee's option. Prefer that it remain that. Comp time will not be lost as a result of this agreement (for groups that have a carryover provision). 15.8.5, includes cash out provision once per year.

Last meeting County had some strong words for union. Union felt compelled to respond. (refer to "progress to date"). Shouldn't be said they are not engaged in the process. Very much interested in entering into a new contract asap. Hoping today's proposals will gain some traction.

- JG: looking at this and appreciate it. Walk us through package deal #2- lag pay will be a 1-time impact to employees. 1 week. We've thrown out various options and are willing to listen to others. What is thought process behind offsetting a 1-week impact for a multi-million dollar retention incentive.
- GS: has some of the lowest paid employees in the county. Many people living paycheck to paycheck- will have large impact. Been getting the same feedback from employees for the last 10-15 years.
- PB: impact is longer than 1 week?
- JG: with lag pay, when we came up with proposal, we were looking at implementing a system that would move county to bi-weekly pay periods (every 2 weeks). Recent developments led us to believe bi-weekly pays will not work due to DRS reporting. We are now shifting back to having cutoffs for pay periods at 15<sup>th</sup> and last day of month and moving the actual payday to the 7<sup>th</sup> and 22<sup>nd</sup>. Upon implementation, January 1<sup>st</sup>-15<sup>th</sup>, payday would move from 15<sup>th</sup> to the 22<sup>nd</sup>.
- Union: that would mean employee's only receive 1 paycheck for the month of January?
- JG: looking at different options, will explore different options. Want to focus on impact of 1-time transition period, how to mitigate impact to employees. (e.g. allowing employees to work comp time with comp time bank to be used only for lag pay implementation) . We understand

there are lower paying jobs in the master contract. Higher paid positions can weather the 1-week. Let's be creative in looking at options.

- Union: what happens if department doesn't allow Overtime, or have overtime?
- JG: that's why we want to provide a variety of options to employees. Trying to get creative.
- Union: would County require departments to offer overtime?
- JG: not going to force departments to offer overtime. Just one of many options. Trying to provide examples of possible options.
- Union: whether it's a comp time bank, or whatever, how will we get employees the money a month ahead to make their house payments on time, if due the 1<sup>st</sup> of the month?
- JG: want to give employees enough time to plan.
- GS: County's interest is to mitigate impacts to employees. Absolutely the union's interest, as well.

(discussion about cost of retention incentive vs. cost of keeping pay-through system) - Retention incentive = \$2 million/year.

- JG: pay-through system is in constant correction mode. Lag pay makes sure pay periods are correct- employees are paid for actual hours worked, including OT, vacation, sick leave, etc. County looks at this from an efficiency and accuracy standpoint.
- RB: cannot report correctly to DRS at this point under our current system.
- Union: having a hard time explaining to members the purpose of lag pay and why it's needed. Implementation would be right after Christmas. (continued discussion of impacts to employees). Understand the County needs this, but employees living paycheck to paycheck... not an employee issue. Employees didn't decide on current pay schedule to being with. This is on the County... on the BoCC. They need to keep employees whole. County is asking employees to lose fundamental right of housing and food.
- JG: we're not asking anyone to lose housing & food. That's why we want to develop options.
- Union: feels like County doesn't understand. Hard for them to quantify impact on employees to County. Seems to be a general disconnect on a compassion level.
- JG: if the County wasn't willing to take into consideration employees - if that was the case, they'd look at implementing with few or no options. County's interest is in trying to mitigate impact to employees with finding a lot of different options. Hoping to give employees enough time to prepare.
- Union: at what point is County prepared to step up? Putting all this on the backs on underpaid employees. Still want to take away 7-14 days. What part of this is the County will to take on?
- JG: it's a 7 day period. Union needs to understand.
- PB – The way I read this it is more than a week,
- JG – No no no. Lets talk about this. We first talked about every other week, recent development these payments may not work so moving back to twice later.
- GS: glad we're having this conversation. Sounds like there was an educational element that was helpful.
- Union: are we working up another proposal for implementing lag pay?
- JG: not yet. Wanting to wait until we know for sure the direction the county is moving.
- Union: way to consolidate proposals/amended proposals/counter proposals so easier to track?

**Caucus 10am**

## Reconvene 11:15am

- JG: have taken last hour to consider union's proposals- still looking into some aspects (impact of shift differential). We took the last hour to look at your proposals, looking into effects on 1135 and 492-J.

## Response to Union packages:

1. Not interested. We are not interested in proposal 1, going from 10% down to 3 is not helping it what we are needing.
2. We will get there, but answer is no... not agreeing to retention incentive in exchange for lag pay
3. Package is if we give union Juneteenth and any other holidays as they may be granted. What does County get in return?

## Prop #4- Shift Differential

We are looking at the differences for 1135 and 492J, and impact

## Prop #7- Comp Time

Waiting on a legal opinion regarding 15.8.5. Waiting to see whether or not we can agree to place a limit on the number of hours that can be cashed out. If it's legal, we could agree with 15.8.5 if union agrees to 15.8.1 as originally proposed.

- JG: hopefully this afternoon, we'll have answers on the comp time and shift differential. Providing we have answers will have a counter for the union. Last time, County made proposal regarding shoe policy- does the union have a response?
- GS: needs to chat with team, but thinks they'll be able to respond.
- Union- will county have a counter regarding lag pay?
- JG: no- need to wait until we know what parameters will be. Will likely have a proposal

Caucus 11:23... check back in at 1:15?

Reconvene 1:29pm

## County passed out Amended Economic Proposals

- JG: still working on package from union- still getting additional information
- JG: Will 492J still follow supplemental agreement?
- GS: want to retain current language in 492J language for nurses only- does not want them harmed
- JG: no answers to union's proposals, need to make sure we do our due diligence. In the meantime, we want to begin narrowing focus to important topics. Can only do that if both sides agree to withdraw some proposals.

**Package 1-** County will withdraw reporting time & call back proposal, if union agrees to withdraw bereavement. Status quo for status quo.

**Package 2-** County will maintain status quo on new hire orientation if union agrees to maintain status quo re: grievance procedure. Status quo for status quo.

### **Non econ prop #8- Hours of Work**

Seems to be a big issue. We've been trying to think of alternative ways to meet union's need to have security around working hours.

12.2- alternative work hours. This is language that reflects schedules that are currently offered. 12.2.2- lists out the currently offered schedules. For any schedules other than what is listed, union will be notified and impacts negotiated.

12.2.3- reflects holidays are day for day- pay is for however many hours the employee was scheduled to work.

12.3- will to modify, to state that only holiday pay will count toward OT eligibility. Not trying to take away time, just trying to get away from abuse. Open to other suggestions.

- Union- what is considered abuse?
- JG: employee taking time off, then working later in the week and earn OT.
- Union- have objection to "two consecutive days of rest" ?
- JG: doesn't need to be spelled out.

(discussion regarding "no less than two days of rest" and if days were intended to be consecutive?)

- BRhen: if plowing 7 days/week, does 12.1.3 interfere with ability to work OT?
- JG: No. Department would be offering overtime.

(discussion about 12.1.4- crossing out "to negotiate the effects")

- JG: 12.2.2- trying to get away from all the individual MOU's. Want to limit them moving forward to only the most unusual schedules.
- GS: Not ready to respond to shoe policy language but have a question. Is it intended to eliminate or supersede supplemental language?
- JG: not aware of safety shoe language in supplementals, other than 1135. Some departments have different types of shoes they are required.
- GS: there is language in 1135, 492SP and 1553
- JG: costs in individual supplementals are reflective of different types of shoes needed. Want to use the proposed language to provide consistency.
- Union: have departments had an issue?
- JG: for consistency, want to go to reimbursement vs. allowance.
- GS: is this analogous with 1135's tool policy?
- JG: the MC proposed language would extend to 1135 as well (supersede any existing language)
- Union: 1135 has policy that safety shoes are required. Can either do custom boots every 3 years, or less expensive boots more often. Why change it, if it's working?
- JG: not arguing mandate with 1135. Just want consistency.
- Union- add one more option to schedule- 4/37.5 (4 days/week)

Caucus 1:50pm

Reconvene 2:54

G: Package 1 – we may not guarantee yet. We are not there yet on Package #2.

**Drop and is more value to you the call back. (GOT LOST In here Josh)**

- G: Drop of bereavement if you drop our proposal number 13.3.3.
- G: Bereavement as written. Somebody stop me if – agree for 13.2.8 with all the elements is open.
- J: You asked to 13.3.3 what the issue with 13.3.8 – my question back if we drop the changes, are the rest of the changes is good or still open?
- G: 13.3.2 and 4 still open. We stick to settlement
- J: what is the objection on 13.3.4 ?
- G: I don't have the answer
- G: 2 weeks versus same week.
- J: I thought we put in the FLSA work period.
- G: Which is?

**(Discussion about the work period)**

- J: In order to make overtime, work in work period. If you miss 6h, every time you work will be over time. Under the FLSA if you work more than 37.5 we have to pay over time.
- G: If you drive at, we consider the 13.3.2
- J: 13.3.4 what it is very specific on that need to be

**Status quo ?**

**G: 13.3.3 – I think we probably to accept the proposal, but if you have to talk most about.**

**J: We still step out.**

Reconvene 3:23pm

Gordon response:

13.3.4- no problem striking

13.3.2- want to leave open

- GS: for now, the only thing they can agree to is striking 13.3.4 in County's non-economic proposal #9

**Caucus by employer- approx. 2 minutes**

- JG: don't want 13.3.2 to hold things up- need agreement

Caucus 3:28pm

**Reconvene 3:34pm**

Gordon Responses:

If gets the package done, union will agree to 13.3.2 modifications.

TA on County's Non-Economic #9;

Union accepted 13.3.2,

Agreed to strike 13.3.4. Status quo on 13.3.3.

County withdrew Economic Proposal #5 (Call Back & Reporting Time).

County withdrew Non-Economic Proposal 17 (No Strike/No Lockout).

Union withdrew their proposal 8 (bereavement)

**Caucus: 3:35pm**

**Per text from GS to JG, 3:43pm... done for the day.**