

Local 1553-S

April 18, 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

Union's Negotiation Team:

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

Started at 9:22AM

Natalie passed out union's response to County's 4/11 Economic & Non-economic proposals

Union's Non Economic Responses:

Prop 2 (Union Security): put in red- want to maintain MOU language that Employer shall remain neutral

JG: Does union agree that union will remain neutral when communicating to employees about County issues?

NH: not in union security section. Depends on how they want union to remain neutral?

JG: example of resolution

NH: no, wouldn't be neutral on that- believes it unlawful

NH: 5.4- union indemnity- union gave County some hold harmless language in totality of MOU.

If County won't adhere to remaining neutral, may need to propose different language in 5.4

JG: doing union a favor by collecting dues for union... only makes sense to have indemnity language

NH: part of getting MOU in place was the neutrality language.

JG: if we remove hold harmless, union will get off neutrality piece?

NH: possibly. Would prefer proposed edits.

NH: undated "card" to "form"

NH: written opt out notice needs to go to union, not employer

JG: why should the employer have any business collecting authorizations if employee has to go to the union to withdraw?

NH: when this was first done the intent was everyone would be on the same page. A lot of employers don't want to deal with employee's requesting to opt out. In totality of how they're doing things, this has been their practice. Union can evaluate if employee fits parameters for opting out, then union notifies employer. If County objects, can add "employer" back in.

NH: p. 4- NEO- at least 2 working days prior to orientation, union should receive list of employee names... and have 30 minutes to present.

NH: 5.5- delete- not necessary

NH: 5.7- already TA'd changes... if County agrees to other changes in 5.1, could TA Prop 2

Prop 4 (PTO) – County withdrew this proposal.

Prop 6- (Hours of Work)- have TA'd quite a bit

NH: Both parties worked on word-smithing language in 12.1.3.4.

NH: 12.3- paid leave- union rejects. Wants to have all time in paid status to count toward PT eligibility.

Prop 7 (Leaves of Absence)-13.3.1- personal holiday & vacation isn't applicable

13.3.2- TA'd prior

13.3.3- if we both agree on these 3 articles, could TA today

Prop 8- union likes “negotiate” vs. “discuss”- want people to understand intent was to negotiate impacts

NH: reclassifications (14.2)- have proposed edits. Added “Civil Svc” for receipt of reclass request. Wanted 3 job classifications to be looked at (vs. 3 positions)

JG: what if it's only 1 person in a classification with multiple incumbents? What happens to the other incumbents?

NH: can further wordsmith

(discussion about whether or not proposed language works)

NH: desire is the same. Intent would be if there are multiple incumbents, it would only apply to the employee would may be performing work OOC.

JG: will talk about further

NH: other additions of Civil Service

(discussion of additional changes to reclass)

14.3- agreed to TA prior

14.4- heard County wants to move away from monthly and use hourly; proposed adding “hourly”. Intent is pay will be hourly.

14.5- OK with deleting, if using hourly

14.6- added 14.6.3- don't want new hires surpassing current ees. Adding language that other incumbents in the same department & job class will be evaluated for advanced step adjustment.

JG: if HR determines ee shouldn't be used, is that the end if it?

NH: would hope County would provide union reasoning. Current ees haven't been getting the same consideration as outside candidates. If it doesn't make sense to adjust, would like to discuss and can help communicate to ee. If does make sense to adjust, is fair to current ees. Also want step dates adjusted to avoid future leapfrogging.

14.7- minor edit

14.8- spell out reclass is to higher paying classification, and step increase timing.

14.10- if competitive demotion/reduction, also get step increase at 6 months.

Prop 11- (grievance)- TA based on collaborative edits

Prop 13- Add, “and to negotiate the impacts.” Share with the union why the need for the new work rule- if no impacts, no need to negotiate, but want to have the discussion.

21.3- 21.6- TA's

21.7- elephant in room is Assessor's- carve out or add language? Any new language wouldn't apply to Assessor

21.8- union agrees

21.9- keep existing language

21.9 #2- could TA today

Prop 14- Lockouts & Strikes- union rejects
NH: revised- agree to County's offer to go BTB

Prop 20- need more info to evaluate

Economic Counters:

Prop 2 (PTO)- highlighted areas that are different

p. 9- language not in current contract. Adding grayed portion of is good addition to CBA language

p. 11- agree to correct levels of accruals (off due to rounding)

Want accrual of PH to be based on number of hours in ees regular work day

NH: did poll of ees- payout upon separation is a big change. Ees did not like that payout would only be 1 week, with rest of money going into VEBA. Going to be an issue. Will send out an email to get broader feedback, but from the few they've talked to- want 100% payout, with 25% of CAT into VEBA (if meet parameters)

(discussion about if they could leave the 25% of CAT language?)

NH: if looking at hybrid model... if keeping old language, add some additional verbiage under STD & LTD. There are also some areas where clean-up language (conversion). Tried to combine some of the new with the old.

Prop 3- (Insurance Benefits)- ees want predictability. Proposed new edits to ensure any potential plan design changes are minimal (not more than 5%.)

JG: why office visits? Office visit change would be \$1.50... Rx would be .75-\$1.50... doesn't make sense?

NH: ees don't want things to change. Ees understand there may be changes, but don't want to see significant changes.

JG: 5% is nothing given current plans. Cost savings with such minimal plan design changes would be negligible.

NH: goes back to predictability. ... particularly given lower COLA offering from County.

JG: what is definition of a large plan design change?

MP: Office visit \$30 to \$50... would be huge increase.

NH: dealing with ees on both ends of the spectrum – those that never go to doctor, those that use a lot of Rx. Trying to meet in the middle.

MP: meets deductible every year.

(discussion about deductibles- what it takes to meet or not; at least there is predictability on OOP max)

NH: trying to figure out what's good for the majority. Juggling a lot. But feedback is that wages haven't been competitive, but benefits have helped. Now County wants to cut benefits? Ees end up taking a pay cut. Nice to lock in OOP max, but want plan design predictability. Members aren't trusting there won't be major changes if County has carte blanche.

11.2.2, 11.3, 11.6, 11.7- agreed to TA prior

Prop 4- appreciates County's counter. Heartburn is everything is future dated- no retro. County hasn't addressed Union's proposal for implementation of wage study.

15.2- calendar days vs. working days

JG: was a typo

NH: should be working days

Prop 5- appreciate County leaving OOC pay as is.

NH: premature to delete 15.5 until know more about lag pay and what those changes will be

Prop 7- Overtime

NH: similar to PTO payout, trying to get broader feedback, but this issue lit members up. See this as a takeaway if only non-exempt ees get OT. Also want to keep daily OK (in excess of regular scheduled workday.)

Prop 8 (Comp Time)- could TA 15.9

Prop 8- (Step Increase)- want edits to include demoted employees.

RB: clarify "competitive"?

NH: intent would be competitive, to treat everyone the same

Caucus- 10:17am

Reconvene- 12:18pm

JG- County's Amended Non Econ Props

Prop 2- want to remove County's requirement to remain neutral

Authorizations- want same process, either way (employer in, or employer out)

NEO- County withdraws

Union Indemnity- if County collects dues, this is a required paragraph. Tied only to collecting union dues on behalf of the union.

NH: why put back in 5.5?

JG: in error- 5.5 should be stricken

Prop 6 (Hours of Work)- only thing remaining open is 12.4... County maintain proposal

Prop 7- should be TA

Prop 8- 14.1.3, still not in agreement to "negotiate"- willing to discuss

p. 11- only place not in agreement is in 1st paragraph- rather than 3 classifications, want it to remain at 3 position. OK with union's proposed language in #2 (p. 11)

14.4- changed to maximum "pay" range

14.6- not in agreement with Union's proposal for advanced step

14.7- 14.12: County is still reviewing & looking into

Prop 11- TA

Prop 13- only thing remaining is with work rules; have been flexible with the union on this. Want to maintain "discuss" vs. "negotiate"

NH: what happened to 21.7?

JG: looking at maintaining current reimbursement process for Assessor's.... will keep it where it's at, but no IRS reimbursement in addition. Trying to figure out language to include in CBA, so won't need a separate MOU (tied to term of CBA)- addendums.

NH: why attach something that would be the same term of the CBA? If it's not applicable to the entire bargaining unit, why include it with CBA?

JG: we'll take a look at it.

Prop 20- lag pay- have made changes- best we can offer at this time. First part is basically the same... implemented no earlier than 1/1/23, 6 month notice provided to union.

Included examples of implementation- door not shut on either option (semi-monthly & by-weekly)

Need to focus attention on mitigation and bridging aspects- open to other ideas, but listed a few options that have been discussed prior.

If there is a delay/change in implementation- at least 60 days notice

MP: 0% interest loan through Canopy?

JG: I believe so

NH: Discussed in the past, could be either County or Canopy?

JG: no answer at this point.

NH: Trying to target dates before... with "no earlier than 1/1/23? Does County envision a mid-year implementation?

JG: possibly. Have also discussed possibility of April 2023. Process is taking much longer than anticipated.

RB: 4/1- a lot of pluses with that date. Start of 2nd quarter, past tax season, past Christmas, etc.

JG: has been discussed, but no certain target date at this time. When date has been determined, will be a 6-month notice prior to implementation.

(discussion about when mitigating options would become available to ees, notice requirements, examples of communications, etc.)

NH: have the other locals signed on to this, aside from C2?

JG: yes

NH: same date expectations?

JG: only thing new for C2 groups... everything crossed out was given to other groups. Examples added for C2.

NH: As long as everyone else in agreement, they don't have to hold out.

Economics:

Prop 2- will remain open for now.

JG: still don't have a firm answer on Union's response.

NH: in process of polling everyone...

Prop 3- appreciate that Union put some language out, but didn't leave County any flexibility... will hamstring County at 5% limitation- no room to make any changes. (discussion of examples)

JG: County rejects Union's offer of new language

NH: any counter?

JG: not at this time- thinks the premium % share status quo and OOC max status quo is good faith move on County's part.

Prop 4- nothing new on wages. Appreciates union's movement, but still a lot of economic issues open. Until we see what the priority is for union, don't know how we can move and not hamstringing the County.

Prop 5- removed mention of OOC and pay period... now have new lag pay proposal for their consideration.

NH: whether semi-monthly or bi-weekly, where would it be stated in CBA if Article 15 is removed? We need language

JG: not proposing to strike all of 15.5.

NH: striking old language, then will add new language when pay period determined?

JG: yes

Prop 7-

15.8.3- (daily OT)- could agree to time in excess of scheduled work day, unless mutual agreement is made for employee to flex their schedule during the defined work week.

JG: allows for flexibility. Employee with doctor's appointment on Friday... work 3 extra hours on Monday, leave 3 hours early on Friday. Employer wants flexibility.

NH: using that example, say ee works 2 extra hours Tuesday.... Do they earn 3 hours of comp?

JG: no... it's a wash. Hour for hour. 2 extra hours Tuesday, equals 2 extra hours later in the week.

MP: have verbiage within their department agreement similar to this. Some people prefer the time off.

JG: has to be by mutual agreement.

(discussion about possible examples)

NH: how do we incorporate State FLSA salary threshold, in regard to exempt classifications... who gets OT and who doesn't?

JG: will continuous re-evaluate individuals

NH: County not staffed 100%. If exempt ees don't receive any additional time to work additional hours, how will County cover the staffing?

(discussion of Assessor's Office- ees bank a lot of time during high season to be used during low season... what is the incentive for employees to work extra hours in high season if not getting OT? Hard to fill shifts when enticing people with time and a half.)

JG: maybe a mentality thing...

NH: sees the tree and the forest... OT has been the incentive. Certain trends will not go away... Elections, Assessor's.

MP: does it really even out?

JG: potentially

MP: not like you could take a full day off(?)

JG: if John Doe worked 50 hours in the last 2 weeks, dept could approve John to leave early a couple days.

MP: what if busy time becomes all the time?

NH: still need to discuss. Understands County's intent, just knows there will be pockets of problems. OT is the incentive. Fearful the outcome of not paying OT will be overworking existing staff. (further discussion regarding pros/cons of FLSA exempt status and flexibility)

NH: this is a real shift- for years, employees have been treated like non-exempt ees. Going to take a while for people to get used to it.

MP: doesn't even apply to her, but proposed language makes her nervous.

NH: has it really been a problem?

(continued discussion)

NH: goes back to economics. If people were adequately compensated, would be one thing. But don't feel they've been paid fairly.

Prop 8- no changes. County still looking into.

NH: looked at 19.4 language- if agreed, with union's proposed language should spell out it refers to competitive promotion/demotion.

County's Response to Union's Amended Economic Proposals:

Prop 2- union has proposed a total of 19% in COLA, not to mention adding in SEP (an additional 5.6%). Top earners getting a potential 35% increase over life of contract. Inflation is crazy, but no way we can possibly keep up. Even private sector is having a hard time keeping up. County doesn't have ability to increase its revenue- very limited ability through property assessment. Driven by sales tax and whatever money we receive from the State Govt. Not knowing where things will land in the 2nd half of 2022, cannot possibly commit. County rejects union's wage proposals

Prop 3- no RIP; groups have asked for it, and BoCC has not agreed.

Prop 4- still open and willing to consider.

Prop 5- still open

Prop 7- TA'd

Prop 8- PTO- County not interested in adding accrual bands to already rich accrual rates.

9.6.5- still open based on how final deal comes together (if union accepts County's new PTO policy)

Prop 9- County not interested in extending 10-day benefit to death of a parent

Prop 10- union proposed maintaining status quo

Medicare gap- not saying no, but not agreeing to add.

PFML & LTC- TA'd

Prop 11- County has a proposal to union

Prop 12, 13- pkg... County agrees to 12, if union withdraws 13- still waiting to hear union's response

Prop 14- BoCC not willing to implement retroactively. Answer is no. All changes would be moving forward.

Prop 15- County has a proposal to union

Prop 16- union withdrew

Prop 17- deferred comp match- still open, will be part of the final package.

Next steps? Break and re-group or break for the day?

NH: probably done for the day. Ball will be in their court to respond next week.

JG: room is open until 4pm. Will be here in the office, if they have any questions.

NH: union will craft some proposals for next week. Trying to move things forward.

NH: has been asked 3x in last week.... How could BoCC give non-reps increase in 2020, 2021... then hold union's to no increase?

JG: comp study 7/1/20, class study in 7/1/21... method of implementation was placement to step in new range that was closest to current wage. In some cases, there was no increase.

NH: 7/2020- comp study... put non-reps into step that provided increase. 7/2021- class study, same method of implementation. 1/2022- 3% COLA. Why doesn't the BoCC want to retro? Not the ee's fault the county passed an illegal ordinance?

JG: no one has ruled it was an illegal ordinance.... Superior Court created a very liberal interpretation of law. If union truly thought it was illegal, would have filed a lawsuit on the day it passed. Only recently filed a lawsuit- no decision yet.

Local 492 decision- came from PERC. Can be a guide, but doesn't set precedent, per se.
Different facts.

NH: some members are convinced increases were higher.

JG: if you look at other bargaining groups... everyone got study implemented from time of ratification moving forward. No one got retro payments.

NH: application was no retro, and whatever step provided an increase?
(discussion about other bargaining units and class study implementation, step increases, COLAs, step increases, me-too clauses, etc.)

NH: everyone is looking at this- members are questioning what other groups got.

JG: was based on each group's priorities- some got higher COLA's, because that's what was important.

Meeting ended 1:36pm