

COBEA Meeting 5/26/16

COBEA asked members of the City for a 20 minute reprieve to gather and discuss a personal topic.

Rob opened the meeting and went over the last meeting topics. COBEA will hand out a schedule of articles that they would like to discuss this evening.

To open, COBEA will open with Healthcare. Rep will go over the TeleMed program and the Hearing Aid plan. From the COBEA side the concern is section 5 which closed the Healthcare article for negotiations. They are wanting to negotiate healthcare as the City changed the healthcare to a high deductible plan that employees are not happy with. They appreciate the work that was done but are not happy that no negotiations are allowed in the insurance committee. They are unhappy that they were offered one day to go over the new MOU and were not given a chance to bargain over the details of the new programs being offered. COBEA offers to accept the TeleMed and the hearing aid offer but they are not wanting to sign for any other changes to the healthcare plan. COBEA would like to propose that they would close article 22 in the healthcare plan as long as COBEA receives what the Police has bargained for. The Police have asked for 5% increase in salary and 2-3% COLA over the next 3 yrs. as well as longevity. According to Rob, the City has not accepted the bargain from the Police at this time and he will have to decline the offer. COBEA has not been able to mobilize their members to come to the meeting for a presentation due to short notice. COBEA has stated that they would not be asking for any economic changes to the healthcare plan. COBEA would like for members to give testimony about the healthcare. COBEA is concerned that Fire and Police will receive a better economic package as they are considered essential personnel. Per Rob, the economic decisions are made separately per section of fire and police. Healthcare is fair across the board. COBEA is not prepared to close the article at this time. They are not prepared for the insurance proposal at this time, but would have it at a later date. The members on a personal and in-depth level are not happy with the changes in the previous healthcare plan. They feel that they deserve to be equal with fire and police when it comes to bargaining incentives. COBEA will drop language and present this back to the City for approval. COBEA will caucus their team and then give a date for presentation on Article 22.

Rob handed out a packet of items that were discussed and the changes made to each of the articles. Both parties agreed that the preamble is to be TA'd. Went over the packet, article by article. Made changes to the packet that were not updated. Also went over changes that people would like to see to the current changes on each of the articles.

Topic: Article 3 Section 9

Speaker: Julie DeVoe

Discussion: Would like to clarify the use of City Email and add a subsection about COBEA officers being able to use City Email to get into contact with COBEA members. They would place a pertinent title on the email to delegate that it is about COBEA. They want to take out the language about violation of policy when it pertains to email about membership and meetings.

Outcome/Options: Rob will take this back and does not have a concern with the changes as long as the attorneys agree.

Topic: Article 13 Section 6

Speaker: Julie Price

Discussion: COBEA would like to add the word Step to the first sentence and remove the s at the end. They would like to remove the word merit and change to step. Also add the sentence "Each step increase is at least equivalent to a 5% increase. And change the last sentence to include "presented to the employee at the time of the evaluation." And also remove the sentence about article 30 as there is no article 30. Salary schedule was changed to appendix A or B. COBEA is wanting to have the 5% on the schedule as this has been the proposed amount every year except for the last year.

Outcome/Options: Sharon debated the removal of "in the same classification" as it could be confusing for employees that they would get an additional step increase after 12 months of continuous employment. COBEA will leave the phrase in the contract due to the confusion that this could cause.

Topic: Article 13 Section 7

Speaker: Julie Price

Discussion: Again COBEA would like to change the word merit over to the word step and remove the word pay plan and replace with salary schedule to include the verbiage for the 5% increase. Also would like to change the wording to not be gender specific and would like to add a last sentence stating "employee can choose to return to his/her former position or a similar position and the City will ensure a vacancy exists". City does not feel that they can go with this wording as additional positions have to be council approved and cannot be let go due to a pending promotion. COBEA has an answer to this problem as there are many temporary positions and the City could hire temporary

help for the promoted positions until the promoted employee is deemed capable of the job. COBEA is wanting this article as they are worried about employees that are promoted that are not happy with the promotional position and are unable to return to their previous position as it was filled. Per COBEA, there is no protection for an employee who is in the probationary period and all promoted employees are now on a six month probationary period. The City feels that there needs to be a better workable solution as the actual concern is not being addressed and it is being skirted by this new wording in the contract.

Outcome/Options: Per Rob, the City has not done an at will termination with no justification to his knowledge. The City needs to take a look at the bigger picture and make some changes about this issue. Need to find a way to create protection for promoted employees. This article needs to be tabled and brought about at a later time.

Topic: Article 13 Section 8

Speaker: Tom Walling

Discussion: COBEA wants to change the title to Position Reclassification. Also want to change wording to include “change in job duties on a” and “basis and performing duties found in a higher level job description”. They would like to strike wording to the effect of the increase in complexity of duties and make it more understandable and subjective. They wanted to simplify the language and change the wording so that it is not subject to interpretation. They want a person to be fully re-classed rather than just paid better. The City had a questions about whether these were additional duties or permanent job duty changes. The City had a question about the proportion of higher level duties that an employee takes into his daily tasks.

Outcome/Options: Would like to have joint training and will take a look at this later.

Topic: Article 13 Section 9

Speaker: Julie Price

Discussion: COBEA would like to change the terminology throughout the contract to be consistent. They want to change the words salary review to “evaluation”.

Outcome/Options: Will evaluate this after Rob’s presentation for the City.

Topic: Article 13 Section 11

Speaker: Julie Price

Discussion: COBEA would like to change the wording of merit to “step” for consistency in the contract in its entirety. The change would allow it to remain consistent.

Outcome/Options: Will evaluate after Rob presents for the City.

Topic: Article 12 Section 12

Speaker: Tom Walling

Discussion: COBEA would like to change the wording in the contract to eliminate “eligible” and add that any employee who works out of class for more than one year be promoted as they deserve it. Would also like to have all back pay be eligible for pay. Sharon wanted to know about a person who works out of class for a portion of their work. Will they be eligible for automatic promotion? Per the City, out of class happens on a case by case basis and should be deemed that way as well. COBEA feels that many employees are working out of class due to the recession and was a resource at the time. We have lost track of what has really happened and need to find a way to compensate members fairly.

Outcome/Options: Will be discussed further when City proposes their Article 13.

Topic: Article 13 Section 13

Speaker: Julie Price

Discussion: COBEA would like the City to inform COBEA members of any and all bargaining unit position openings via internet and email for a period of 2 weeks prior to public notification. COBEA would like to have additional time for its members to get prepared for upcoming job openings in advance. The City is concerned that adding an additional two weeks would make job postings sit too long and give an unfair advantage. COBEA is wanting to improve the communications on job openings so that current members can get a heads up. Was offered up that departments place job openings on a bulletin board. COBEA is willing to decrease the 2 week prior notification timeline. COBEA offered a Friday job opening email possibility.

Outcome/Options: Rob will look into the email possibility as HR is stating that people are upset about the amount of emails that they are receiving. He will see if this is a

possibility with management. He wants to see what is possible with the technology that we have.

Topic: Article 13 Section 14

Speaker: Tom Walling

Discussion: COBEA has proposed that Bilingual Premium pay should be \$1.15 added to the member's base hourly rate of pay. At this time, the City pays on a minute basis and pays per 15 minutes increments. COBEA has broadened this to not only include Spanish but also any other language the City may need.

Outcomes/Options: Unanimous decision to TA this.

Topic: Article 13 Section 16

Speaker: Julie Price

Discussion: COBEA would like to create a section about longevity pay based on length of an employees' continuous full-time service. Many jurisdictions offer this same benefit for their employees and the language is taken from Deschutes County. They feel that this would be a great benefit to City Employees. They have a breakdown of an additional \$72.50 per month for each five years of continuous service with an increase of \$2.50 for each additional year after the initial five years. COBEA feels that this is a great incentive for the City of Bend to bring additional employees to the city. COBEA has done a cost analysis on this and will hand out with the COLA information.

Outcomes/Options: Will come back to this.

Topic: Article 13 Section 17

Speaker: Tom Walling

Discussion: COBEA would like to have a skills differential for employees who obtain an automotive service excellence (ASE) certification. A mechanic with these certifications is nationally certified and has been through a two to four year program to obtain said certifications. This would reduce liabilities for the City and would reduce insurance claims as well. COBEA feels that someone who goes above and beyond to obtain these certifications should be paid for the experience. With the complexity of the new machines being used in the City, we are going to need better trained employees. The City would like to know who pays for the certifications whether it be the employee or the City. The City would like to know if we need to change the job description to include the

requirement of the certification. COBEA offered an option of contracts for schooling costs.

[Outcomes/Options](#): Will be considered and revisited.

End of meeting was used to schedule for further meetings. Proposed for June 9th and June 23rd and July 7th. Rob's department will try to schedule meeting place and if not avail will use County Commission Room per Yaju. Also went over the MOU and will have new language tomorrow from Yaju about the TeleMed and the Hearing Aid Benefits.