

COBEA Meeting 7/14/16

Rob opened the meeting and went over the last meeting topics. COBEA does not have enough members present to have a quorum. They unanimously voted to go ahead with the meeting and will call caucus on items they are not comfortable with. Rob has put together all of the language articles and would like to get some of the easier items signed off tonight.

First we will go over the Preamble. Kim brought up the fact that the Zip code is incorrect for the City of Bend and should be changed to 97703 rather than 97701. Consensus on the Preamble. First one down.

Topic: Article 1 Section 1-4

Speaker: Rob

Discussion: In section 4, Julie would like to have more than 10 days for COBEA to respond to notifications from the City. She feels that this could be affected if someone was to have a vacation or sickness this could delay the response. It was placed on the table for COBEA to have 20 days as COBEA is made up of volunteers and they have work as well. Julie agrees and would like to have this time to be able to notify all parties involved and have a time for members to respond. Management would like the notification as soon as possible as it effects the workload for employees and it is a benefit for all. Kim brought up the possibility of adding an additional 10 days if there was an issue. Rob offered to make it 15 days but declines the 20 days as this makes it strenuous for all. COBEA wants to make sure that members are not working out of class and not getting paid for it. Rob agreed to remove the reclassify and add the 15 days to section 4 and was agreed upon. COBEA would like to Caucus section 2.

Topic: Article 2 Section 1-2

Speaker: Rob

Discussion: This will be signed off on as neither party has opened this for discussion.

Topic: Article 3 Section 1-9

Speaker: Rob

Discussion: Section 2 has been taken from COBEA negotiations and is a combination of what both parties wanted on this section. He placed into the contract what we could do as of now. In section 2 (F) COBEA would like to get additional information about deductions from each member. COBEA would like to have a report of all terminations as well as name changes and any other personnel action which would affect the amount of dues withheld. COBEA would like to go back to original language on the contract and it

was a consensus. Section 4 now allows COBEA to have equal sizes for both groups on the collective bargaining team. Section 8 was changed to include 1 hour of time to meet with COBEA represented new employees. It was also added in section 9 that COBEA can use the email system to contact COBEA members for related matters and official association business. In section 2 (F) COBEA would like to get additional information about deductions from each member. COBEA would like to have a report of all terminations as well as name changes and any other personnel action which would affect the amount of dues withheld. COBEA would like to go back to original language on the contract and it was a consensus. Article 3 has been TA and signed.

Topic: Article 4 Management Rights

Speaker: Rob

Discussion: Article 4 has been signed and TA as neither party has brought anything from this article to the table.

Topic: Article 5 Section 1-2

Speaker: Rob

Discussion: Section 1 contains everything that the City is trying to bring to the contract and this is approved per COBEA. This has been signed and TA.

Topic: Article 6 Section 1-3

Speaker: Rob

Discussion: This article has been rewritten to include any protected statuses. There also need to be some housekeeping done to remove “the” before COBEA. Both parties agree with this article and has been signed and TA.

Topic: Article 7 Section 1-9

Speaker: Rob

Discussion: COBEA and the City went over the changes to Section 2 and are covering for any unforeseeable time and emergencies that have come up. In order to continue to have operations, a signed sheet with the member can be used instead of a 10 day advance notice. Management brought up the point that one person not wanting to change a schedule can throw all of this out of sync. COBEA advised management that per the contract, this would allow the City to work the employees if there was an unforeseeable situation that arose. COBEA feels that this flexibility is a good thing to add to the contract. Brice wanted to know about shift differentials for people that voluntarily work the night shift on short notice for emergencies. Advised that this will be discussed in a later article. In section 7, COBEA would like clarification on the flexible schedule and how this would affect overtime hours. Per Kim, flex time would not affect overtime hours as long as the member works their scheduled hours. There seem to be

a lot of questions about the on call policy and overtime with days missed. They will look into the legal aspects of this question. COBEA will do joint presentations with Kim to go over the flex work week information with her. This article will be signed and TA with the additional edits.

Topic: Article 8 Section 1-7

Speaker: Rob

Discussion: In this article the additional job descriptions have been added. In section 4 COBEA has agreed to leave the cash out in the hands of the City's discretion. COBEA agrees with section 7 as well that the City can initiate disciplinary process. This article has been signed and TA.

Topic: Article 9 Section 1-3

Speaker: Rob

Discussion: Rob has accepted the 18 months of probation being added to the contract for new employees who are members of COBEA. COBEA would like to see a 90 day to 6 month probationary period for lateral and promotional transfers. The City feels that the longer they have to evaluate someone, the better they will understand how the person fits with their current role. COBEA would like a cushion for people that move up within the organization a chance to go back to their old job if they cannot pass the probationary period. Kim V feels that 6 months would be a good average timeline for someone to get a good feel of their current position. COBEA took a 20 minute caucus and then we broke for dinner.

Upon return, COBEA has decided to go ahead with Article 1 and the Article was signed and TA. For Article 9 COBEA will hold off on this one and will go over it at a later date.

Topic: Article 10 Section 1-5

Speaker: Rob

Discussion: Rob stated that the City has agreed with COBEA's changes to section 1. Section 2 has been added and incorporated with COBEA and City's changes. Section 3 will list out what is considered Formal Discipline and the process to do this. Supervisory files should not be maintained for more than one year. Laid out the new steps for Formal Discipline. The rest of the sections are housekeeping for additional words and sentences. Julie had questions about paid leave for hearing if there is a conflict. Kim has a question about the timeline of the discipline process. Per the City, this is part of the grievance process. Per Anjou, a written reprimand can stay on a member's personnel file for up to two years. Kim has a concern that a manager can jump the coaching and counseling step and go to the formal discipline step. According to Anjou, any employer can go straight to the formal discipline steps without going to a coaching and counseling step. Per Rob, this Article is to promote the steps with management and

to train on this with management so that this will be followed. This Article has been signed and TA.

Topic: Article 11 Section 1-4

Speaker: Rob

Discussion: Per Rob, there needs to be a change to the underlining of the “business days” in the fourth paragraph as a change was made but not notated. This Article will be taken back and Rob will make notated changes. The copies that were handed out do not have any of the changes that have been made notated. Rob would like to know how COBEA feels about the loser paying for the arbitration. COBEA feels that the City should have to pay for any arbitration that is brought against the City. They do not feel that anyone will take something to arbitration that is not a major issue. COBEA does have an issue and would like to discuss amongst themselves. COBEA also has an issue with the timeline limits as all members who work on issues are volunteers and they need additional time that is not on work time to work on the issue. This article will go under caucus.

Topic: Article 12 Section 1-3

Speaker: Rob

Discussion: Rob has accepted the changes made by COBEA in sections 1 and 2. In section 3, the City has added that employees have the right to attach a response to any performance evaluations in their personnel file. Tony has an issue with this as a response does not have any weight to it. He feels that this is not a formal process. Per Anjou, unless there is a taking of pay or step then something is not a grievance. COBEA decided that they will hold on this and caucus. A clarification of the review date was discussed. Per Megan, review date is essentially the date of hire unless promotion or reclassification changes that date.

Topic: Article 14 Section 1-2

Speaker: Rob

Discussion: The City wants to add wording in the contract that would allow the City to change the payroll to biweekly sometime in the future. There was a discussion on how many employees are not happy with the biweekly per the semimonthly pay cycle. Per Sandra, some education needs to be done so that employees would understand the budgeting that this would entail for some people. She feels that the City would have to offer some assistance to employees to switch over to this cycle. COBEA feels that this could be done on an MOU rather than being placed into a contract. Per Julie, she wants this contract to not be ambiguous and would like to remove this from the contract. This will be reverted back to current contract.

Topic: Article 15 Section 1-3

Speaker: Rob

Discussion: The only changes to the current contract will be to remove the furnished to the employee via registered US mail and to add written remind being removed from a personnel file after two years. Anjou has concerns about memos being added to supervisory files without a signature due to the employee being able to review all contents of their own personnel file. Anjou also feels that complaints should not be allowed in the personnel file from other employees unless it has been signed by the employee and discussed with them. Kim V has a concern that some supervisors can speak to you in a friend tone and this could be construed as not a coaching or counseling. Per Rob, this is supposed to be a positive interaction from employee to manager. Per COBEA there is concern about a form being added to the supervisory file that can cause a person to come back that it was not a coaching and just a conversation. Per Sharon, a coaching and counseling session does not need to be documented as these are conversations on constructive criticism. Anjou would like to caucus as there are many questions. They took a 5 minute break. Upon return, COBEA decided to sign and TA this article as written.

Topic: Article 18 Section 1-4

Speaker: Rob

Discussion: Rob is tying this information back to OFLA and this will be equalized in section 1 and foster children has been incorporated in OFLA as well. Under educational leave, the City has added that this is per the discretion of the City. Under OFLA the City will get 5 days paid for bereavement. Under performance leave, there needs to be one option for cashing it out per federal law. Rob states that we can decide what to do with this but it has to be the same for every employee. There needs to be education on this before a choice can be made. Section 2 does not make any changes and just clarifies leave of absence without pay. Per Julie, the first sentence should be removed as all temporary absences create an undue burden on operations at the City. Sandra has a question about cashing out if there are funds not available at the time. This article will be signed and TA with new title for Special Leave.

Topic: Article 19 Section 1-9

Speaker: Rob

Discussion: No changes per either party. This Article is signed and TA as written.

Topic: Article 20 Section 1-7

Speaker: Rob

Discussion: Section 1 will be compliant with the Federal Law. Section 3 has been changes to be OFLA compliant as well as adding the COBEA changes. Per the City, section 5 has been changed to make sure that people do not drop below zero in their sick leave bank. The City will take all factors into consideration when absenteeism becomes a problem. Per Executime, you can use sick leave in the same pay period that you are accruing it. Under section 6 it will be removed and placed into Article 22 Section 7 per medical layoff. Per Anjou, this should not be moved as it is two different instances. Section 6 is about a disabled employee being given preference on a new job. Section 5 has been approved per COBEA. Rob will go back and look into Section 6 and get back to us.

Topic: Article 23 Retirement

Speaker: Rob

Discussion: Neither party has any changes. Article has been signed and TA as written.

Topic: Article 25 Section 1-5

Speaker: Rob

Discussion: Neither party has any changes. Article has been signed and TA as written.

Topic: Article 26 Section 1-3

Speaker: Rob

Discussion: This article has had housekeeping changes but no substantial changes have been made per either party. Article has been signed and TA.

Topic: Article 27 Outside Employment

Speaker: Rob

Discussion: Neither party has any changes. Article has been signed and TA as written.

Per Rob Article 9,11,12,13,14,16,17,20,21,22,24 and 30 are still needing to be gone over. Some of these are pertaining to Economics and the deadline for proposal is tomorrow. We will work on all Articles that are not pertaining to Economics. The Articles

not affected by Economics are 11, 12, 14,16,17,20 and 22. The Next meeting will be on July 28th per schedule.