COBEA Meeting 4/28/16

Opening Welcome with Rob DuValle

Went over the ground rules:

Bargaining sessions not being recorded; Mutually agreed-upon third party will take notes and verify for correctness with COBEA and Management Representatives.

Parties will operate under proposed ground rules for this meeting and then Rob will create an official ground rule outline.

Each article opened by COBEA will have a team of at least two people. These people will be empowered to present the article.

Subjects/Articles:

- Preamble-
- Article 1-Recognition
  - Section 1 Housekeeping
  - Section 2 Representation rights
  - Section 4 Clarify notification timeframe of new or modified positions
- Article 3-Association Right
  - Section 2
  - Section 4 Changes to number of COBEA bargaining team members
- Article 5- City Security
  - Section 1 Picket Line Crossing
  - Section 2 Strike from Contract
- Article 6- Non-Discrimination
  - Section 1 Addition of protected classes to comply with current anti-discrimination laws
  - Section 2 Change to Paragraph rather than section
- Article 7- Work Schedule
  - Article 2 Schedule changes, advance notice
  - Article 4f 9/80 Work Schedule
  - Proposed addition: Wellness Program
  - Proposed addition: Flexible Workweek Schedule

Article 8- Overtime

Section1: Housekeeping Language

Section 4: Comp Time

Section 5: Language on OT conflicts

Section 7: Paragraph 4: Discipline

Article 9- Probation

Section 1: Probation period

Proposed addition: Promotion and lateral transfer probation

Article 10- Discipline and Discharge

Section 1

Section 2: Update terminology to clarify counseling vs discipline

Topic: Preamble

Speaker: Rob DuValle, Julie DeVoe and Kim Voos

Discussion: Simplify and revise. Take out descriptive lines about economy and efficiency of operation, realization of maximum quantity and quality of output. Original language has been on the last few contracts and came from Deschutes County. New statement is amicable and reflects what we want the focus to be. Original statement talks about performance, service and contracts. This needs to be about the relationship between the City and COBEA. It shows a reflection of trust and better relations. For the purpose of the public it was offered to keep the old language and add the additional language to it. This document is for COBEA and employees, and not the public (one argument). Only wants to change the last paragraph and not the complete preamble. Wants to change “relations” to “relationship” after harmonious. May need to be addressed later with the public if it was brought up.

Outcome/Options: Consensus was unanimous with addition of “relationship” change. Tentative TTA

Topic: Article 1 Section 1

Speakers: Julie DeVoe and Kim Voos

Discussion: Wordsmithing so that it reads to include benefits and mandatory conditions as well as other matters affecting members of the bargaining unit. The question was raised “Where does schools, training and other education come up in the article”. This can be under other benefits. What is the thought behind mandatory? The ability to

bargain with the employer falls under mandatory and permissive includes training. Consistent with the preamble.
Outcome/Options: Strike everything after “conditions of employment” and add “for all members included in the bargaining unit”. Consensus is unanimous. Tentative TTA

Topic: Article 1 Section 2

Speakers: Julie DeVoe and Kim Voos

Discussion: Wordsmithing to include additional employees into COBEA. To include limited term, retiree rehire and temporary employees to be included in association. Went over the retiree rehire and temp employees and how this affects their benefits with COBEA. Any temp in a COBEA position should be a member but under current wording is not included. LTD employees should be covered by COBEA and they have a lack of right to seniority and layoff rights in the current wording of the contract. In essence the person is being penalized for having a LTD portion of employment. Language is for internal employees and was used during the recession. Does this pertain to employees who were hired with intent to work hours or actual worked hours? It goes by actual worked hours. Also went over the employees working less than 36 hours a week as full time employees per the state. This does not include seasonal employees as COBEA does not have jurisdiction.
Outcome/Options: Need to make clarifications for internal vs external. We need to have a set way to check the person’s seniority for needed adjustments. LTE and seniority will be discussed together in Article 17. Will move full benefit discussion to the Economic section. Slotted for IBB.

Topic: Article 1 Section 4

Speakers: Julie DeVoe and Kim Voos

Discussion: Wants to add “reclassify” to the verbiage of the paragraph for housekeeping. This is something that is done already and just needs to be stated. The City would like to have COBEA respond within a stated timeframe. The City would like to have a timeline on a reclassification from COBEA. Looking at a ten day timeframe for the response. Will retroactively implement any changes in pay per ERB ruling. Questions arose of how long the disagreement can last without a resolution. City is proposing 10 days. Then the City and COBEA would go into negotiations for 30 days before using ERB. COBEA would like to have 45 days for dispute resolution before ERB.
Outcome/Options: Will look at putting this timeline for resolution into Article 11 and Rob will look into other language. Consensus on this waiting until later.

Topic: Article 3 Section 2f

Speaker: Rob DuValle

Discussion: City will need to let COBEA know about any changes in the current language. In the new contract we will put what our current practices are. We will send a report with name, description, and amount of dues. This is what is and has been delivered in recent practice. COBEA would also like to have “fair share” language added. A “fair share” member does not have the same rights as a dues-paying member. This comes out of concern for the reason that a person would not like to pay for the membership of the union.

Outcome/Options: Rob will look into the data elements available. Will look into the capabilities of the new system with Denise Wallace in LEAP.

Topic: Article 3 Section 5

Speaker: Rob DuValle

Discussion: Housekeeping move. Rob wants to move to Article 13 for Salary Administration

Outcome/Options: Will come back to this when we get to Article 13.

Topic: Article 3 Section 8

Speaker: Julie Price

Discussion: Association involvement in NEO. COBEA allows stewards to be proactive and meet at work locations. COBEA feels that it is not productive and is a strange venue for membership. The time was not allotted and did not work out to be at the NEO presentation. Proposal of COBEA is that stewards have a set time to meet with new employees within 30 days of hire. Perhaps 60 minutes.

Outcome/Options: Rob will look into the language and this is a unanimous consensus.

Topic: Article 5 Section 1&2

Speakers: Brice Blackwelder and Tony Cota

Discussion: COBEA members should not be told if they can or cannot cross the picket line so the proposal is to change the wording of the contract. Police and Fire have no option of strike per law. The worry is that an employee makes the choice to wait for the picket and then is penalized per the current wording. COBEA under current law has the ability to call a strike unlike fire or police, an illegal strike is in contradiction to section 1. Who is an essential employee? Is this for the safety of the community? The language of

article 5 is contradictory and is something that we would like to take an additional look at. Will it be standardized all across the city?
Outcome/Options: Are we essential or non-essential employees. Needs to be added to IBB.

Topic: Article 6 Section 2

Speakers: Julie Price

Discussion: Wordsmithing to include “sexual orientation and gender” so that all potential protected classes are listed. Section 2 should only be a paragraph on section 1. City proposed additional classes.
Outcome/Options: Rob will combine COBEA and City proposals together to have correct wording. Tentative TTA.

Topic: Article 7 Section 2&3

Speakers: Brice Blackwelder and Tony Cota

Discussion: Proposed 14 days advance notice for safety hazards as well as ease for families. Deschutes County has a current 30 day policy. People need this time to make adjustments. Will still have the opportunity for mutually agreed upon changes. Clarification of state law is defined as being able to operate the facility without stopping. Lack of stopping is not an emergency per COBEA. Proposed to add a clause of how to handle sickout and lack of employees at certain times of the year. ORS 401.205 states what emergencies are per law.
Outcome/Options: Will bring additional information to the next meeting to clarify with everyone.

Topic: Article 7 Section 4f

Speaker: Rob DuValle

Discussion: Regular work schedule and 9/80 work schedule. On a 9/80, you have four days headed forward and one day headed back. This enables a three day weekend every other week. This divides the pay up differently than a regular work schedule.
Outcome/Options: Consensus is unanimous to change the language.

Topic: Article Section 7 Section New

Speaker: Rob DuValle

Discussion: New language for wellness program. We give twenty minute breaks with the City and will enable employees to aggregate their twenty to a ten minute and add to

their lunch with supervisor approval. Opinions included the possibility for supervisor biases. This will be looked at by COBEA.
Outcome/Options: Consensus was unanimous for this benefit.

Topic: Article 7 Section New

Speaker: Rob DuValle

Discussion: New language for flexible work week. Opportunity for people to work additional hours to take other hours off within the same work week. 9/80 work week employees could be exempt from the flex schedule. Opinions included that employees would be happy with this change in many departments. This practice is happening City wide and would be good to have in the contract. City is aware that there could be a few isolated incidences and will deal with this when it comes up. From COBEA perspective this is a big win.
Outcome/Options: Unanimous consensus. City will provide language.

Topic: Article 7 Section 7

Speaker: Rob DuValle

Discussion: Alternate Schedules change of language. City does not want this alternate schedule to set an agreement precedent for future schedules. Also wants to add language that this needs to be within city compliance and approved. These agreements are to only be one year long per contract.
Outcome/Options: Unanimous consensus. City will provide language.

Topic: Article 8 Section 1

Speakers: Brice Blackwelder and Tony Cota

Discussion: Overtime provisions will need to be changed to include Performance Analyst and Senior Business Analyst.
Outcome/Options: Unanimous Consensus. Tentative TTA

Topic: Article 8 Section 4

Speakers: Brice Blackwelder and Tony Cota

Discussion: Would like to remove the last sentence of the paragraph as an employee should be able to decide when to get payout of comp time. Opinion is that this is being done at this time. There needs to be stipulations on this due to wage payout at the time comp time is earned. A formal program may need to be created for this process. Opinion is that we may need to set this as a fiscal year payout only. Question about who can grant comp time within the City. Opinion is that we would like to see some

protection for the budget against an employee banking comp time and then getting paid at a higher rate when promoted.
Outcome/Options: Table this for IBB discussion and timeline constraints. Consensus unanimous.

Topic: Article 8 Section 5

Speakers: Brice Blackwelder and Tony Cota

Discussion: Proposed removal of last sentence for consideration for employees with prior commitments conflicting with overtime period due to supervisor preferential treatment if deemed a problem.
Outcome/Options: Deemed to not change as this is not a current issue.

Topic: Article 8 Section 7

Speakers: Brice Blackwelder and Tony Cota

Discussion: Proposed to remove the last sentence from the paragraph as the employee has already been disciplined by losing the two hours of standby pay. The language is not needed as the employee could be disciplined for neglect of duty for not being available for standby when scheduled. Since this already covered the language could be removed and the process will still be initiated. Proposed to include that this will be on a case by case basis. Proposed to remove whole paragraph, but deemed that it is important to keep perception of rules when it comes to standby hours.
Outcome/Options: Unanimous consensus

Topic: Article 9 Section 1

Speaker: Rob DuValle

Discussion: Proposal to increase of probationary period to 24 months and can be promoted before the 24 months at City's discretion. Questions about where and what departments this would be applicable. This period could be placed as a citywide requirement. Opinions that needing to change the probationary period is an issue with management and training. Clarification that this probationary period is just for entry level employees new to the city. Opinions include that we already have a rigorous process and that we do not need to string someone along. Having additional time after the initial 12 month time frame offers course correction for good candidates. There is worry that a manager's decision could affect the energy placed by the team working with the candidate for that 24 months. Regardless of the department that we are talking about, we have complex systems that are difficult to learn and some supervisors could make the call to let someone go before they had the time to make the correct assessment.
Outcome/Options: This will be tabled for the next meeting. To be placed in IBB and create a pro and con board to break down into better detail so that everyone can be heard at least once on this subject.