

COBEA Meeting 5/12/16

Opening Welcome with Rob DuValle

Went over the ground rules:

Rob has produced the ground rules and they are ready to be signed. Rob and Julie will meet and sign them today.

Will spend the first hour with housekeeping and going over the minutes to verify accuracy. To begin this meeting we will go over the changes made by Rob into contract form.

Article 1/Section 1: Per Julie we want to remove “the” before COBEA in the contract. Will strike out of all in the final contract. Unanimous.

Article 3/Section 8: Julie would like to know if we need to have a steward or an officer to act in behalf of COBEA. The contract should read “authorized representative” instead of steward and will be changed on the contract. Unanimous.

Article 6/ Section 1: A comma should be added after genetic. This will work for consensus. Unanimous.

Article 7/Section 4f: The city would like to have people place on timesheets when they work a split shift. Unanimous consensus for the change.

Article 7/New Section, Wellness: Employees can take a required 10 minute break and use the additional for their lunch for a wellness purpose. This is a unanimous consensus.

Article 7/New Section, Substitution: City is looking at a flexible schedule in the contract. Would like to strike out “on another day” in the wording on the contact. Will look at other language for lunches and extensions. Will not approve at this time.

Article 7/Section 9: Alternate schedules are not set as precedence for future schedules. Set out language to determine how alternate schedules can be used in the city. Will be authorized for up to one year. Unanimous consensus. Clarification: Employee initiated, not City.

Article 8/Section 1: Will add additional lists of work positions. Unanimous consensus.

Additional Housekeeping item:

The insurance committee has proposed an MOU and police and fire have authorized this. The only concern is that once signed it cannot be negotiated. This pertains to insurance for the entire plan. This is an issue as we need to discuss health insurance.

We can go over this at the next meeting as no one is prepared. We are trying to get a bargaining team for the insurance changes. Can we agree that we do not want changes to the plan but can bring changes to the plan at a later date? Police and Fire get the same benefits as all COBEA members and this is an administrative decision. We are looking to add additional vendors. Caucus was suggested for COBEA to meet and see the document. There is a great demand to make changes to the current Pacific Source health plan. COBEA wants to come to bargaining to let us know that employees have concerns with the current company.

Topic: Article 9 Section 1

Speaker: Rob DuValle

Discussion: Proposal of 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 concern 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. Will start with Sharon W.

5/12/16 Discussion: The city has offered to extend probationary periods. Present with COBEA compromise:

COBEA would like to know if there are additional requests to extend to 24 months. They would like documentation of this request. Is this factual or presumed? Is this a documented help to the employee? COBEA states that the City already has control to extend the probation period.

Not being FIREABLE is an urban myth. The process just needs to be followed.

Public Works VS City Hall is allowed at Utilities due to classification schedule for certifications needed in those positions.

When asking for 24 months really asking for 18 months for all employees. COBEA has already agreed for one PW department. Will COBEA be interested in extending for all PW/Trades? Trades are classified as employees who need to get certifications for their current position. Would need to see documentation to be used in additional departments.

COBEA would like to ask for *Longevity Clause* as a trade and put it in economics pocket. This language is verbatim from other contracts. Would like to be proposed for members. Would like to make the trade for this and probationary period. There is a difference in Merit vs. Performance Evaluation. The new B3 program would be an incorporation of both. Per the survey, seasoned employees are feeling underappreciated. Fire Department is 12 months and Police is 18 months. Onboarding employees is very expensive and the city loses money when they let an employee go. The 18 months make a good point in a certification employment opportunity and not with an administrative position where certification is not needed per opinion of the bargaining board.

Topic: Article 10 Section 1

Speaker: Team 4 Julie O and Donna H

Discussion: Just cause v. cause in the disciplinary process. In the first paragraph, it states employee can be terminated for cause and COBEA would like to change the language to include “just cause” as we believe it is reasonable and on lawful ground. It gives due process to COBEA members and the City. The underlying steps of “just cause” are the 7 steps.

1. Fair Notice
2. Prior Enforcement
3. Due Process
4. Substantial Proof
5. Equal Treatment
6. Progressive Discipline
7. Mitigating and Extenuating Circumstances

Concerns are that just cause will change when new managers come onboard. This is correct and clarified.

Outcome/Options: It is a legal issue and needs to be taken to the legal department before any outcome can be made on this discussion.

Topic: Article 10 Section 2

Speaker: Rob DuValle

Discussion: Rob would like to advise that counseling is not a disciplinary action. They want to bring out that this a section all of its own. By adding an additional section, the conversations between supervisor and employee can be in a record but not in personnel file. One opinion would like to have “coaching” added to this language for this section. Clarification on records retention for actual personnel file.

Outcome/Options: The concerns have been addressed by being available for only a year. Would like all documents outlined and titled so that are never any questions about the counseling. Consensus. Possible TTA.

Topic: Article 10 Section 3

Speaker: Rob DuValle

Discussion: Change the title from Progressive Discipline to Formal Discipline and remove the oral warning and add disciplinary demotion. COBEA feels that this is better than oral notice or warning. Would like clarification that this is only avail for one year to be used on annual review and then disposed of in section 2 and 3.

Outcome/Options: Would like to make change as stated above. Consensus. Possible TTA .

Topic: Article 11 Section 3

Speaker: Rob DuValle

Discussion: Proposed to add a step 5 which would be mediation which would happen within 14 days. Would like to mutually agree to forego something that is in agreeance. COBEA feels that step 5 is a great addition and step 6 is agreeable as well. Also went over the arbitration and how the process is able to work and any questions will have to be discussed with the legal department. Many opinions about the arbitration in Section 3.

Outcome/Options: COBEA is comfortable with step 5 and 6 with no additional changes. Would like additional clarification about mediation being binding or nonbinding. The content and intent of the changes are appreciated.

Topic: Article 11 Housekeeping

Speaker: Julie O

Discussion: Would like to change the complete article to include the language business days when discussing days. Done in order to clarify existing practices.

Outcome/Options: Deemed acceptable by both parties.

Would like to go over the MOU for health insurance. It does not mean that we disagree with proposed changes. COBEA would like to be able to negotiate with the health insurance plan. They do not want to get backlash from members about no changes. COBEA does not disagree with the additions to the benefits offered to fire and police. Concern is that this is a heated discussion with members and one day is not enough to go over the changes. Will put it in writing that there will be no changes to additions one and two of the new benefits. Would like more time to go over this with COBEA members and reserve the right to negotiations for the benefit structure of the health plan. Comfortable in the benefit structure as everyone in the City has the exact same one. COBEA members would like to be able to speak and be heard through the bargaining process. Option of members presenting on May 26th was given. Many are worried that we are going to lose the faith of the constituents that we represent by not being able to hear the presentations of the COBEA members. The City would like to move forward with the additional benefits without making a major change as we are so close to the new benefit year. An earlier open enrollment this year will allow employees a longer time line to make their healthcare choices. Would like to go over the benefit to the employee vs the benefit to the City. Worried about contradiction of the change from Cadillac medical to a high deductible medical plan and the snow ball effect of other articles. Will not make changes to recommendations 1 and 2 and are not asking for additional money for healthcare. This is a major concern for COBEA and they want to have witnesses and testimony in two weeks. Rob will communicate this to Eric and see if this timeline can be extended from May 20th to after May 26th. Per COBEA the City is losing thousands of dollars through this healthcare plan. Plan structure and benefit structure stay in place and will work on different language to make it agreeable to both parties.

Topic: Article 12 Section 1

Speaker: Tom Walling

Discussion: Proposed to change the word appraisal to evaluation. And remove “no less than” from the contract to say annually and add calendar to be more specific in language.

Outcome/Options: Consensus on changing the language. Tentative TTA

Topic: Article 12 Section 2

Speaker: Tom Walling

Discussion: Same changes to the word appraisal to evaluation.

Outcome/Options: Consensus on the language. Tentative TTA

Topic: Article 12 Additional Section

Speaker: Rob DuValle

Discussion: Would like to add an additional section about employees being able to grieve a performance evaluation. This could happen when an employee is getting a pay decrease. Would like to know if the employee has recourse in this process.

Outcome/Options: According to COBEA there needs to be a way to protect an avenue to contradict statements from supervisors. This is important to protect the employees from future career repercussions. There is always the possibility that this could pertain to the City in the future. Would like an avenue to be able to check and balance the issue. This is housekeeping issue.

Topic: Article 13 Section 4

Speaker: Tom Walling

Discussion: Clarity of language within contract and consistency with other articles and sections. Add “and performance evaluation” and “calendar” to the contract. Went over the meaning of performance evaluation and review and most agree that this is one and the same. Was offered up that review was about a specific project or specific task. Also went over the Review date for probation and new hire and what the meanings are.

Outcome/Options: Per the contract there is no review, there is a review date for probation and new hires. COBEA is seeing evaluations that trigger a new step are not coming in on time. The intent is to create clean language of when a supervisor should do an evaluation. Rob will look into finding proper language to make sure that the employee is not losing additional pay by the change in the language of the current contract. The intent is to make sure that the evaluations are done in a timely manner.

Topic: Article 13 Section 5

Speaker: Tom Walling

Discussion: Wants to change service to evaluation and add the word “new” to the beginning sentence. Also wants to add that denials must be documented and presented to employee at the time of the evaluation. Would like to be covered for discriminatory lawsuit in case of employee upset. The intent is to help the city with exposure and prevent employee abuse.

Outcome/Options: City is open to clarification of the language so that it is easily understood by all.