

TECHNICAL EMPLOYEES ASSOCIATION
ANNUAL MEETING – September 17, 2003 (12 noon – 1 p.m.)
Meeting Summary

Board Members Present: Ken Madden, President
Elizabeth Morgan, 1st Vice President
Dave Crippen, 2nd Vice President
Patty Overby, Secretary
Eric Mandel, Treasurer

Agenda: Approved as submitted.

Board Officer Candidates

Ken noted that there were two board positions up for election today. He said there had been candidate statements available in the TEA Times. He asked if there were any additional questions for the candidates. There were none so he moved on.

Discussion of Financial Plan Options

Ken said that there were two options for the financial plan on the ballot and that the board was available to answer any questions. The following discussion occurred:

- On Plan B will folks who join TEA after this time have to pay this up front?
(Response: Yes, the rationale as previously discussed is that everyone benefits from the work that has been done to date - this and several other questions with answers have been posted on the TEA website.)
- How come the fee is so high? Local 17 is about \$10 and Teamsters is \$70?
(Response: This is only one of the options for the financial plan. Unions differ. The ATU 587 representing Transit drivers, mechanics, etc., is \$400 for a part time operator. The options present both pay now and pay later option, So that if this is unpalatable, you have an alternative choice to vote for.)
- If someone left TEA and then came back would they have to pay twice? (Response: No. One only pays the initiation fee once. Ken noted this is much like one's TEA seniority. You can leave a TEA represented position and later come back and you retain the amount of seniority you had in that old position and can add to it in your new.)
- If Plan B passes and one leaves before we get a contract, can they still get their voluntary dues back? (Response: Yes, unless you specifically sign a release forgiving the debt owed to you.)
- Suggest consideration be given to amending Plan B to include:
 - ✓ That the period for months of calculation be amended to be from date of hire vs. date of recognition for those hired after recognition. For example, folks hired since the WTD MOU on accepting the new health insurance package did not receive the 5-day leave bonus so why should they pay for the time before they were hired?

- ✓ That after the contract is in place to reduce the fee to something in the \$100-200 range.

Ken noted that the Board had recognized early in the last year that they needed to use this Annual Meeting to address the financial plan and vote on the dues options as shown. The TEA Bylaws require the presentation of a financial plan to the membership at each annual meeting prior to contract ratification. He reminded those present that the topic had been discussed at numerous monthly meetings, been in the TEA Times and taken twice to the Council of Reps. He felt the plans presented represented the outcome of a great deal of outreach and receipt of input. However, the Board agreed to look at these issues and discuss them at future monthly meetings.

- The scheme was probably fair for “us” who have been here from the beginning but questioned how fair it is for new employees and for temporary employees. (Response: We noted that the rationale is that new members benefit from the work done to date. Also noted that temps would pay on a reduced rate.)
- One member had no trouble with Plan B but wondered if it was just a one-time thing or could it be spread out. (Response: Eric noted that if the members select Plan B there are three alternatives for paying the initial special assessment. One is the lump sum up front, two is three equal payments over three months that is interest free and the third is six equal payments over six months with 5% interest.)
- One member noted the ballots were in the box for the most part and if one thought the initiation fee was unfair there was always Plan A on the ballot. He suggested we move on the agenda.

Eric stated that the Board initially developed some guiding principles and both plans under consideration follow these principles. He also noted that the Board can review the selected plan and offer some possible “tweaks” in response to the comments received.

Ken reminded members that ballots would be counted today and the results announced in a special TEA Times to be sent out tomorrow.

Proposed Bylaw Amendment

Ken stated that the initial bylaws were developed with the assumption that TEA would be voting as one group on one contract. However, there are now 4 contracts being negotiated and the proposed amendment will allow for the members covered under each specific contract to be the ones that vote on that contract.

Dave continued with the discussion explaining that it is probable that the contracts may come up for ratification at different times or at least the WTD contracts will be ratified at a different time than the Transit contracts. At present the bylaws have two types of voting schemes. One is the scheme we use on officer elections that is a ballot and the other is a hand vote of those present.

The amendment proposes that the ratification of a contract be done like officer elections with a ballot and passing being 50% plus one vote.

The following discussion occurred:

- Are we able to vote on this at the present time? (Response: Ken answered that as per the bylaws the amendment was announced in the August 26 TEA Times and meets the notification requirements.)
- There were some questions on what happens if something like only ¼ of the group is left with all the debt. (Response: It was noted that this is a remote possibility but could only happen if members were so unhappy that the bargaining units rejected a contract and voted to decertify. It was expected that members will continue to see the benefits of representation.)
- ✓ **Action:** Proposed Bylaw amendments were passed by a majority hand vote of those present.

President's Annual Report

Ken summarized some of TEA's accomplishments during the past year as follows:

1. Three weeks after the annual meeting last year a member of WTD staff was dismissed. TEA felt the employee's due process rights were violated and represented the employee through the Lauderhill Hearing and processes at the KC Personnel Board. He was also represented in negotiations for reinstatement. In April the employee was reinstated with pay, benefits and a check for our attorney fees.
2. On September 22, 2002, Kerry Shafer of KC Benefits notified TEA that we would keep our current healthcare coverage in 2003. However in January Ron Weigelt the WTD negotiator notified TEA that WTD staff would be moved to the new county plans in March 2003. TEA met with the chair of the Labor and Technology sub committee and shortly afterwards a settlement was reached where WTD employees received 40 hours of additional leave as a measure to accept the new healthcare plans.
3. On WTD Productivity, the TEA member's 2001 checks were being withheld pending some negotiations. TEA met with county and an agreement on contract language was reached that allowed members to receive their 2001 and later 2002 checks. It also allowed TEA to be a member of the group of unions and management that sit at the "productivity table".
4. On December 5, 2002 the County presented the WTD negotiating team with what was called "the best and final offer". TEA reacted negatively and let management know our feelings. On December 17, 2002 TEA filed for Mediation with PERC. Following this, a mediator was assigned and the first mediation session was held February 21, 2003.
5. Transit negotiating team members participated with Transit management and County OHRM staff in jointly conduction a wage survey that was presented at Transit negotiations. The County rejected the wage proposal (despite their participation) and we filled for arbitration.

Update on Contract Negotiations

Wastewater

- WTD has been in negotiations for almost 2 years and has recently been assigned their 4th negotiator.
- The Negotiating Team worked with WTD management at 8 interest based bargaining sessions (IBB) this year and jointly developed several contract items. However all were rejected by OHRM.
- To date for 2003 WTD has had 8 negotiating sessions and 8 IBB sessions.

Roger Browne continued with information on WTD negotiations. He noted that a pay proposal was presented in April to management and Ron Weigelt. It was presented for a second time to Teri Hansen, Olivia Sroufe and Matt McCoy. He felt the presentation went well. WTD is still expecting a response to the pay proposal and it is expected at the next mediation session on October 20th. Three additional sessions are scheduled following the October 20 session: October 24, November 13 and November 19.

Discussion occurred as follows:

- Eric said that many members are frustrated with the length of time this has taken and asked if there is any action that can be taken by the membership. One member suggested a walkout and march to Ron Sims office. Dave Crippen suggested we hold any actions until after we receive comments on the wage proposals.
- A suggestion was made that if it may be put off again with a new county negotiator coming on the job. Roger suggested those negotiators that are not changing are probably preparing the response.
- What is the long-term picture – When do we stop? Roger noted that after the pay discussion the County can impose a contract.
- Is there any updated classification/compensation work being done since the Gossett ordinance requires updates every three years. Roger said it did not appear anything was being done.
- When WTD can go to arbitration? Roger explained it was not an option for WTD.
- What about writing County council members and it was noted – sure!
- Is TEA keeping records of all the delays and tactics by the county to be used at a later date – Yes.

Dave noted that there would come a time for putting on the “pressure” and that will probably be in a month or so. There was some discussion about if it would be more useful before they come back with their position on the 20th. Ken noted that some contacts with Gossett are being made and it would be better from a timing standpoint to hold still for the moment.

Transit

Dave then noted the following progress on the Transit negotiations:

- To date for 2003 Transit has had 12 mediation sessions.
- Transit mediation has ended and they are moving to arbitration.
- Jim Cline is working with the County’s attorney to select an arbitrator.
- The Transit Negotiating team is working with Cline staff to gather information and prepare for arbitration.
- Transit received a letter in August that states that the current HMO options of the “old” healthcare plan the county cannot provide any more because the organizations will not offer them. Therefore they will be moved to the new plan. Jim Cline

responded by requesting additional information like who is on the plans and other specific correspondence between the providers and the County. Stay tuned....

The following questions were raised:

- If Transit settles via arbitration before WTD can the settlement be used for WTD? (Response: Yes, for this contract or a future one.)
- If WTD gets a contract first can that help Transit? (Response: Yes, but it will be considered with all the other technical groups in the county so it may not have as much weight.)

Issues for the Good of the Order

No comments were made.

Meeting was adjourned at 1:00.

Elizabeth Morgan, First Vice President