

TECHNICAL EMPLOYEES ASSOCIATION
MONTHLY MEETING – January 21, 2004 (12 noon – 1 p.m.)
Meeting Summary

Board Members Present: Ken Madden, President
Elizabeth Morgan, First Vice-President
Dave Crippen, Second Vice-President
Eric Mandel, Treasurer
Patty Overby, Secretary

Treasurer's Report

- (1) TEA Audit: Eric reported that Gary Kenyon and Cindy Perkins had completed the annual audit (as required by the Bylaws) for TEA. There were some minor corrections and a suggestion that we consider direct deposit, which Eric is checking on.
- (2) Account Update: Eric reported the following
Total outstanding debt is around \$120,000 (\$24,986 Total interest bearing Long-term debt to Cline; \$3,900 a month for Cline's legal services; \$10,000 held in an interest bearing money market account for expected expenses for Transit's arbitration; plus the amount owed to members who have been making voluntary contributions.)
Monthly voluntary member contributions: \$3,900

Bylaw Amendments – Discussion

The two proposed amendments will be voted on at the February 18 Regular TEA meeting and will appear in TEA Times fifteen days ahead of the vote, as required by TEA Bylaws:

1. Dues Structure (Eric Mandel)

Eric stated that TEA members about the special assessment had raised concerns when the dues policy was adopted in September 2003. Those concerns related to TLT's and employees that are reorganized by management into a TEA position. The Board agreed to try and address those concerns and to come back to the membership with proposed revisions. Proposed revisions have now been made and were presented to the Council of Reps. and at a prior regular monthly meeting.

Eric then reviewed the current language and the proposed revisions.

Highlights from the discussion are as follows:

- What is the initial assessment? (Response: it is formula driven based on hourly rate and varies by individual – Eric restated the formula.)
- Do other County unions offer in kind what TEA is offering in terms of special assessment for TLT's? (Response: no)

2. Grievance Process (Elizabeth Morgan)

Elizabeth noted that the proposed amendments would be made to Article VII, Sections B (Grievance Committee); and to Article VIII, Section C (Special Meetings). She distributed a handout outlining the current language and the proposed changes; and reviewed those proposed changes.

Discussion highlights included:

- Any consideration given to having a balance of Wastewater and Transit Representatives on the Grievance Committee? (Response: yes, but in discussions with legal counsel, he advised not and leaving the final appointment up to the Board.)
- Wastewater TA'd non-grievance process as part of the contract mediation process. Will this non-grievance process be included – want to ensure that we have the ability to resolve issues with management without having an arbitrator? (Response: Resolving issues at the lowest level is a priority for the Board. We need to make sure that language in the proposed contract for grievance is complementary to the Bylaws. Roger Browne and Dave Crippen will check on this.)
- Why is #5 (Section B – Grievance Committee) being eliminated. The language in #5 reads: "“here will be an undetermined amount of money to assist in the legal defense of any member suspended or dismissed for reasons believed to be unjust, and any other valid grievance found by the Grievance Committee to be warranted.”"? (Response: This is irrelevant. Grievances will go to the Board to determine if it is a grievance under the contract, or if the employee should deal the issue with himself or herself. An example of this is harassment – there are State and Federal laws dealing with this which are considered a civil suit and not something that TEA would represent an individual on. It is the Board's obligation to fairly represent TEA members; and it is ultimately the Board to make the decision as to how that representation will occur. Legal counsel is under retainer so there is no need to set aside money to assist in the legal defense.)

Contract Status

1. Transit (Dave Crippen): reported that arbitration dates have been set for March 2-8, April 9-23. The Transit Negotiating Team and legal counsel are preparing for these dates.
2. Wastewater (Roger Browne): Introduced members of the Negotiating Team. He noted TEA was presented a new “last and best final offer” from King County. Highlights from the proposal include:
 - Class Comp. Assignments with salaries pretty much reflecting Class Comp. A proposed pay table was references that WTD TEA members

can look at with Roger later – there are still some errors in the pay table and he expects updates to be made next month.

- Callback and overtime pay provisions.
- Layoff provision for bumping.
- Grievance process.
- Provisions for bulletin boards and equipment access.
- Safety
- Contracting out provisions.
- Access to Production.
- Promotion process.
- Working out of class
- The merit system is different from what exists now. Would change to a “satisfactory” performance requirement with the choice to either move through the 10 steps or access to merit or acceleration through the 10 steps to merit.
- Medical is fixed until 2005.

Roger added that the proposal has no cash out for 4/80; no access for desk audit process; TEA is in disagreement with the County over Engineer 4 and Construction Management 4 positions; employees working out of class have been fixed; hours for vacation and sick leave are the same as now; executive leave is unchanged from Personnel Guidelines. TEA requested all those in the Wastewater bargaining unit be non-exempt – this was not included. TEA asked for payment of professional licenses – we got some but not all.

Roger noted that the decision has been made to follow the King County Council’s provisions outlined in Ordinance 11480. TEA will be sending a letter to Human Relations next week that the County has not negotiated in good faith. HR has 15 days to respond. If TEA is not satisfied with this response, a second letter will be sent to County Executive Ron Sims, who has 15 days to respond. If TEA is not satisfied with his response, a third letter will be sent to the King County Council.

Questions and discussion centered on:

- What about if an employee is topped out now? (Response: now has access to 2.5% every two years. The County is still proposing an employee have to perform two years in a row at a rating of 4.34 or above to get merit. If you do not get 4.34 the third year, you go back to your original rate and start over with a 4.34 rating or above for two years in a row.)
- What percentage of employees is currently topped out? (Response: about 80 employees currently receive merit. Transit TEA employees that are topped out are getting 5%. Only one person from Asset Management is receiving 5% merit this past year.)

- What about COLA? (Response: 63 people will not get 100% of COLA and are “Y” rated.)
- What about backpay calculations – will TEA work with HR/Payroll to make sure this is equitable, or will it be up to individuals? (Response: TEA will be monitoring this closely, and will be given HR’s formula by the end of the week. If an employee is in the same job as of 12/31/01, that employee will be moved into the range closest; 12/31/02 will get COLA and next step – as long as you are not in Step 10. If “Y” rated, you have to wait until all other employees in your same class reach your salary rate before you receive either a COLA or salary increase. The Negotiating Team will share this information with employees.)
- An issue was raised that the merit pay system will be used to manipulate certain employees, especially as TEA gets stronger.
- Has Class Comp. Been updated to represent current market? (Response: no)
- What is the term of the contract? (Response: ½ - 12/31/04).
- Could use language in this contract that better spells out how the next contract will go.
- What happens if the membership votes down this contract? (Response: the County could implement the contract on TEA but their last, best and final offer becomes the floor – they cannot give WTD anything less than this. Some of the provisions that were agreed to verbally, TEA would not be bound by because the members did not vote to accept the contract.)

There is another mediation session scheduled for February 18 to tweak the proposed contract. There will be more information presented by the Negotiating Team to WTD members as more information is available on the contract.

Meeting adjourned at 1 p.m.

Patty Overby, TEA Secretary