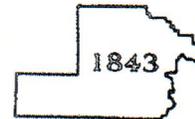


# Yamhill County



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## OFFICE OF COUNTY ADMINISTRATOR

April 5, 2017

Josh Rojas, YCEA President  
535 NE 5<sup>th</sup> St  
McMinnville, OR 97128

**LAURA TSCHABOLD**  
COUNTY ADMINISTRATOR

**KEN HUFFER**  
DEPUTY ADMINISTRATOR

Re: Response to March 8, 2017 Grievance Regarding Article 16.6

Dear Josh,

This letter is the Step 1 Department Head's written response to the "Official Grievance" that you presented to me on March 30, 2017. In this grievance, you stated that you believe the "county denied the bargaining team paid time to caucus". In the "Official Grievance", you identified the following employees as being members of the YCEA Bargaining Team: Josh Rojas, James Craver, Annette Fernandez-Madrid, Todd Pettijohn, and Jill Olson. You went on to state that this action resulted in the County violating Article 16.6 ("and any other articles that may apply") of the July 1, 2014 through June 30, 2017 Yamhill County and Yamhill County Employee Association with AFSCME Local 1422 Collective Bargaining Agreement (CBA). As detailed below, it is my conclusion that the County has not violated Article 16.6 (or any other articles) of the CBA because the County has not denied any Association team members paid time to caucus. All authorized Association team members have been and will continue to be paid for any caucus time that occurs during the course of any negotiations meeting. Furthermore, I have concluded that your written grievance was not submitted within the required twenty-one (21) days of the initial occurrence that gave rise to this grievance and therefore your grievance is in violation of Article 13 of the CBA.

**ISSUE #1 - Article 16.6 "NEGOTIATIONS MEETINGS"** of the CBA states: "...Negotiations shall, to the extent possible, be conducted during normal working hours. Association negotiators shall be allowed time off with pay for the purpose of attending negotiation meetings with County so long as such meetings do not interfere with performance of the employee's job. When management establishes a negotiating team, the Association bargaining team will be paid to have an equal number (or as mutually agreed) of representatives on the team, however the Association may have no less than three (3) team members attend on paid time." The first negotiations meeting occurred on March 8, 2017 and the Association's bargaining team was comprised of the following five (5) employees: Josh Rojas, James Craver, Annette Fernandez-Madrid, Todd Pettijohn, and Jill Olson. The issue of how many employees can attend on paid time and whether or not employees would be able to continue to work on Association business on paid time after the negotiations meeting concluded, was discussed at length. The Association was informed that they could have three (3) team members attend on paid time, as the County's negotiation team is comprised of three (3) management employees, per Article 16.6. The Association was also informed that per Article 16.6 of the CBA the three (3) Association team members could only be on paid time for the actual negotiations meeting and any time used for other Association work sessions or other Association meetings would require the employees to request and use time off (FET or Comp Time). All authorized Association team members were paid for any caucus time that occurred during the course of the negotiations meeting on March 8, 2017.

**ISSUE #2-** The second negotiations meeting began at 9:30 a.m. on March 24, 2017. The Association's bargaining team was comprised of the following four (4) employees: Josh Rojas, James Craver, Annette Fernandez-Madrid, and Jill Olson. During this second negotiations meeting, the Association took many caucuses and all authorized Association members were paid for any such caucus time. A lunch break was also taken from around noon to 1:30 p.m. The afternoon session resumed at 1:30 p.m. and continued until approximately 2:30 p.m. During this afternoon session the Association took an additional caucus to discuss questions that had arisen among the Association team members themselves about proposed changes to certain Articles of the CBA; following the caucus the Association informed Management that these proposed changes were, in fact, not correct, and that the Association wanted to withdraw them and resubmit at a later time. Despite having spent time reviewing these proposals, Management agreed to the withdrawal. At approximately 2:30 p.m. the Association informed Management that they did not have any further proposals ready to present at that time, so, in order to give the Association more time to revise its previously submitted proposals and/or to prepare any new proposals, Management concluded negotiations for the day. The Association requested that their team members be authorized to continue on paid time for the rest of the day to work on proposals, and again, per the CBA, this request was denied. The Association was informed that since the negotiations meeting for that day had concluded employees would need to use FET or comp time for the remainder of the day, if they did not intend to return to work. As stated above, the CBA only allows for three (3) identified Association

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team members to be on "paid time" for the duration of any "Negotiations Meetings". Additionally, Article 10.5 (a) "ASSOCIATION BUSINESS" states "...The Association shall conduct all business on other than County time except as expressly authorized elsewhere in this Agreement." Therefore, as soon as the Negotiations Meeting concluded, any Association business beyond this meeting shall not be conducted on County time. To reiterate, all authorized Association team members were paid for any caucus time that occurred during the course of the second negotiations meeting on March 24, 2017.

ISSUE #3 - Article 13.1 "GRIEVANCE AND MEDIATION PROCEDURE" of the CBA states that grievances are to be "...presented in writing by an authorized Association Representative to the Department Head *within twenty-one (21) calendar days after the initial occurrence which gave rise to the grievance*" (emphasis added). The grievance that this letter is in response to was provided to the County Administrator on March 30, 2017, which is 22 days after the initial occurrence which gave rise to the grievance and as a result, this grievance is in violation of the CBA. I informed you and Bao of this violation at the March 30<sup>th</sup> meeting and Bao responded that this has been an "ongoing" issue beyond the March 8, 2017 negotiations meeting and therefore the 21-day limit does not apply. That statement, however, is contrary to the express language of the CBA. By Bao's own admission, if this has been an ongoing "issue" then the initial occurrence must have been at least as far back as March 8, 2017. This is further reinforced by your inclusion of Todd Pettijohn in this grievance: while Todd was in attendance on March 8, 2017, he was not in attendance on March 24, 2017. It should also be clearly noted that Bao requested an opportunity to meet with me about this issue via an email sent on March 14, 2017 and I immediately responded via email that I would be willing to meet; however, there was no response to my email until you responded on March 24, 2017. In the March 24<sup>th</sup> email, you requested to meet with me on Thursday, March 30, 2017 and I immediately confirmed this day and a time to meet. Any delays associated with scheduling an informal initial review of this grievance or presenting this grievance in writing was due to the Association. Again, Article 13.1 is clear and unambiguous that any grievance must be submitted in writing within the twenty-one calendar days after the initial occurrence, this grievance was submitted after the deadline and is therefore in violation of the CBA.

In summary, I conclude that the County has not violated Article 16.6 (or any other article) of the CBA because the County has not denied any authorized Association team members paid time to caucus during the course of negotiations meetings on March 8 and March 24, 2017. Additionally, the fact that your written grievance was not submitted within the required twenty-one (21) days of the initial reported occurrence has resulted in the Association violating Article 13 of the CBA. If you have questions, please feel free to contact me directly.

Sincerely,



Laura Tschabold  
County Administrator

Cc: Bao Nguyen, Council Representative AFSCME Local 1422

Accepted by Yamhill County  
Board of Commissioners on  
4-13-17 by Board Order  
# 17-123



# OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE: Josh Rojas, James  
 Craver, Annette  
 Madrid, Todd  
 DEPARTMENT:  
 Pettijohn, Jill Olson,  
 CLASSIFICATION: AFSCME  
 LOCAL  
 WORK LOCATION: 1422  
 IMMEDIATE SUPERVISOR:  
 SUPERVISOR'S TITLE:

**STATEMENT OF GRIEVANCE AND ARTICLE(S) VIOLATED:**

While bargaining with the county for the 2017-2020 CBA the county denied the bargaining team paid time to caucus in violation of Article 16.6 and any other articles that may apply.

Adjustment required: Pay the Union bargaining team for time in caucusing and to make whole in every way.

I authorize A.F.S.C.M.E. Council 75 as my representative to act for me in the disposition of this grievance.

Date: March 30, 2017 Signature of Employee: Filed on behalf of the bargaining team

Signature of Union Representative: *[Handwritten Signature]* Title: *Council Representative*

Date Presented to Management Representative:

Signature of Management Representative: