

Please see important notice on page 3 regarding an in person vote tomorrow September 26 from 7am-7pm - voting sites in info below. Vote on your own time, your lunch or break.

Catch me up...

The last session was September 11th. We left off giving management three supposal options (these are like proposals, but not so much set in stone) so that we could finally get some movement on the Stipend and the HSA. Ah yes! The curs-ed Stipend! Basically, management kept saying “no way” and we kept saying “yeah huh!” These supposals, as you may know, moved the money from the stipend into different areas. A few key points in some of these options: We compromised by saying “We’ll take the stipend in our wages over the year, but if we need it to cover medical expenses, let us be able to draw the total \$1000”. Another option was to let the City split the HSA contribution into 1/12ths over the course of the year, but we were still allowed a qualified draw if necessary. This let the City hang on to the majority of those stipends and contributions at the beginning of the year. We even tried to shorten the life of the contract to three years so that the City could commit to less economic woes until the next time at the table. Our big issue was not taking a loss over this and the COLAs weren’t even making up for it.

What happened today?

We were excited to see what management had for us. It had been two weeks since we’d heard a thing. Management understood that we could still work through Email in the interim but chose to wait until today to present their counter proposal. We were optimistic because we felt like we finally made some movement to compromise. After some waiting in the morning, the mediator came in with their proposal. She made it clear that they understood we were trying to balance the economics of the contract with our last supposal options. She also quoted them that this was their “last mediation proposal”. She then passed out three separate packets. One was a language package, one was an economic package and another was a standalone article 14 (Leave). Their main budge was they changed the fiscal year three COLA in the contract to 4%, but then cut the stipend down to only half and only in the first fiscal year. Everything else, they didn’t move on. They said it wasn’t possible for us to be able to draw the HSA like we suggested. We are still waiting on why. Premiums didn’t get touched. They stayed at 93/7 for family.

We attacked **Article 14** right away because it seemed like the low-hanging fruit. Only two sections were keeping this from being TA’d. 14.4 Witness or Jury Duty had some language added that had us saying “hold up”. We clarified through the mediator that if we were subpoenaed for union matters, we would still be covered under this. Article 6 takes care of this. 14.9 Long Term Disability Leave: Management wants to only allow two years instead of our current three for

someone who has had a major injury to exercise their recall rights. Just recently, one of our very own at Public Works was not released back to work even after three years! We should do what we can to give our folks enough time to heal and get back to their jobs. We were okay with 14.4 but we CCL'd (Current Contract Language) 14.9.

To stay proactive and keep things moving on both sides, we had the mediator take our changes on 14 back to management as we started on the Language package (articles 1, 6, 9 and 33).

On section 1.2 under Recognition, management wanted to include casuals and temps in the exclusions of our bargaining unit. We asked for clarification on whether we could organize casuals if we wanted to in the future or would this wording limit us from doing so. The City responded saying, "if you can successfully get unit clarification for the group, then you can organize them within the laws." We were okay with that.

Everything else in the language package didn't seem worth the fight at this point. We felt that going back to CCL on the rest would be the best option. Here we would be giving up our ask for a larger comp bank **(9.6)** and an opportunity to talk with new employees for 15 minutes at their orientation **(6.7)**, but would also negate their proposal to exclude comp time, sick time and vacation leave to be counted towards overtime **(9.4)** as well as an added clause to callback **(9.8)** requiring workers to respond to 50% of the callback requests. This is an obvious workaround because callback is voluntary and it is why we have another section called standby Duty (AKA On Call). Being "on call" means you are getting paid to be by your phone when you are not at work. Their language on callback does not indicate compensation. We were ready to send this back to them.

The mediator then came back saying that management (or maybe just Todd the Lawyer) needed to see all of the packages together before they made any movement on any articles. We were baffled at this because they neatly organized these in three separate packets for us. Why not just package them all together if that's how you're going to only accept them back? We wanted everything pared down to where the only monster staring us in the face was the economic package. Management wouldn't have it, so we agreed and moved on to the economic package while management sat on our work that the mediator returned to them.

After much debilitating deliberation, our negotiations team came up with another supposal. We cut down the contract to three years. We went back to the last proposal the City made on 9/11 where we received the stipend for two of the five years. We figured one and half more years of stipend shouldn't be too much of an ask. That would give us a stipend across the entirety of the next contract again. We didn't want to use any language saying the stipend would go away. It's important that we say that here, since the last time we bargained for it, there was such a difference of memory between the two parties at the table. We did have a solution for management though: We are going to meet and discuss through the health care committee to find alternatives for better health care plans before the next contract. Again, we are finding creative solutions to be made whole and to also compromise with management regarding their failed magic trick "The amazing, disappearing stipend!" Next, we took their first three COLAs: 1%, 2.5% and 3% from that same proposal from 9/11 and reversed them making them 3%, 2.5% and 1%. We didn't budge on the HSA contribution or premiums. We felt like this would get us a closer to a deal and would keep them at the table for the day. Jim Steiner, our former

Council 75 rep said “we are within \$300,000 of what they are offering”. This number may seem like a lot, but it’s a drop in the bucket in the City’s budget. We also agreed that if we asked you, our membership, to ratify this supposal, you would. So we sent it over to them.

The mediator returned about an hour later with printed copies of the full proposed contract. “It’s their last, best and final offer”, she said. Another five year contract. “They agreed to move the 1% they gave you in fiscal year three to year one”. That made the COLAs 3%, 2.5%, 3%, 2.5% and 2%. They caved a little on the stipend, too; going back to their full stipend in the 1st year, half the stipend in the 2nd year and then no stipend the following years. They are also not moving on the HSA either. Still wanting to divide it amongst the months. The nice thing about front-loading the COLA in that first year is that it compounds more over time. It’s still not enough to replace the stipend. To do that a Shelver would need 5.5% the first year and a Civil Engineer II would need 4%. Not something they’ve offered. We asked the mediator if we could caucus...

At this point, we are now seeing management make some economic movement. But we still have our coworkers in mind. We haven’t been made whole on the stipend so we stuck with our original plan. Keep the stipend for the entirety of the contract!! We pushed back a two year contract with a 3% and 2.5% COLA with everything else we’ve asked for up to this point. Now we are within \$100,000 of their offer! The city rejected this. They didn’t even make a counter. By this time, it was the end of the day. But, we talked about our next move. And on a happy note:

Welcomed Goodies

A BIG thank you to Sharon Crowell and Stephanie Kassavetis for providing the wonderful baked goods. They were delicious and appreciated! Bonnie Brzozowski also stopped by to bring us Brie, Blueberries and crackers (with instructions) to munch on. The love is abound.

What happens next?

Now is the time folks.

Time to use the tools that unions are built on. Our pull on the public and the politicians within our community. The negotiating team has been preparing for this with Council 75 for some time, just in case. A plan and a strategy is in place and we are confident that it will work.

Since we are bound by ground rules to not go to the media until we declare impasse, we cannot use those tools right now. Which is why we are taking an official **strike vote on Wednesday, September 26th**.

“Why a strike vote when we’re just declaring impasse?” You ask? Because things start moving when impasse is declared. We can still negotiate, but the city can also implement their last, best and final offer to us. One that

we did not accept. We can also strike once impasse is declared. Do we want to? No. But, will we if we have to? You're damn right.

Carlos and the negotiating team has tallied a majority of "feeler" votes from our membership indicating they are willing to walk to make sure we maintain a fair and just contract. That is why we are asking you to come to the **Madison Avenue Meeting Room (where we hold our bargaining sessions) between 7AM and 4PM** to cast your strike vote. We need you to physically vote this time around. If you can't make it there in time, Carlos will be moving over to the **Library conference room in the basement from 4:30PM until 7PM**. It is extremely important that you utilize the union voice your dues pay for.

We are strong and resilient and will not be pushed around by lawyers in Porches and folks easily making six figures in management!

Remember!

"Become a Full Member of AFSCME - Union membership has increased since the Janus decision. Union members realize that there are forces out there that want to eliminate unions and dismantle our family. After the City's performance at the last bargaining session, it is abundantly clear that the City wants nothing more than the Union to fracture so that they can continue to move positions/work to exempt or casual staff, or even better, eliminate your hard earned benefits and wages. Don't let them do it. "United we stand, divided we fall" is still true today." - Natalie Summerlin

Stay up-to-date

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You can also contact a member of the AFSCME bargaining team directly: Carlos Lopez, Tim Bates, Bonnie Brzozowski, Luke Cotton, Jon Pywell, Natalie Summerlin, Shilo Anway, and Adam Womack.