

Minutes to General Union Meeting of 12/5/13

Meeting held at the Ferndale Branch of the WECU.

Meeting called to order at 1701 by Chapter President Albright, accompanied by Chapter Executive VP Gillespie

A video celebrating the 75<sup>th</sup> anniversary of NTEU was shown to the membership.

Topics of Discussion:

1. Rotating Shifts and hybrid work unit.

Management claims they have to do this because of budget considerations, even though such matters are not addressed in Article 13 (Bid and Rotation). Represents a partial return to a pre-2009 state. The meaning of a bid has been significantly reduced.

There is a national grievance on file covering hybrid work units, and the issue of forcing officers to work in work units other than their normal bid work units. An arbitrator agreed with NTEU that officers should be reassigned except for the reasons found in Article 38, Sec. 4, but ruled against NTEU on the general concept of hybrid work units. The decision has been appealed to the FLRA. Individuals should seek out a steward to discuss individual examples of reassignments. Stewards will confer with Chapter Leadership and/or union counsel on how to proceed.

A companion local grievance has been filed as well, which also addresses the matter of forcing some officers into the hybrid work unit, and forcing officers onto rotating shifts.

Individual officers should keep track of when they were reassigned, for possible remedy later.

Based on information obtained by NTEU 164, in the Seattle Field Office only Blaine and Pembina have forced rotating shifts. The other ports have rotating shifts, but are staffed by volunteers.

2. Temporary reassignments away from the normal bid work unit.

This topic was combined with topic #1

3. Bylaws changes. At a previous union meeting, chapter leadership proposed some changes to the Bylaws that were adopted in August of 2012. A vote was taken to approve the changes.

The proposed changes had been distributed at the last General Chapter Meeting in February, and had since been posted to the NTEU164.org website and the union bulletin boards. Copies of the proposed changes, and the current bylaws, were distributed to everyone at the meeting on 12/5/13.

Based on general consensus at the meeting, the proposed changes were discussed line by line. After a full discussion, Albright proposed a measure to take an up or down vote on the proposed changes, in toto, and that if that failed, then to take a vote on each individual proposed change. This measure passed. An up or down vote proceeded on the changes in toto, and the proposed changes were approved by a vote of 32 ayes to 4 nays.

Update: Oroville Area Chief Steward Jay Cooper volunteered to prepare a new Bylaws, incorporating the adopted changes. A copy of these Bylaws will be kept at the union office in Blaine, and will be posted to the NTEU164.org website.

4. Chapter leadership has been exploring of concept of having NTEU provide legal and civil coverage to its members, something that NTEU currently does not do.

Research has revealed that individual policies which also cover LEOSA issues is quite expensive, up to \$380 for yearly coverage. It is doubtful that NTEU 164 or NTEU national could ever shoulder such a burden or be able to change the dues withholding to cover an expense like this.

Further research has revealed that better bargains can be obtained through group coverage, such as what the FOP does. FOP civil and criminal and LEOSA coverage runs about \$65 per year, after the individual pays \$80 per year for FOP membership. Chapter Leadership will confer with NTEU national to see if it could be possible to negotiate straight with the insurance provider for the FOP to see if a similar arrangement can be made for NTEU members. But minimum membership would still be an issue, as the FOP requires minimum 50% +1 group involvement to provide the insurance at the group rate. Individual coverage is a possibility for FOP members, as slightly higher rates, but a person would still need to be a member of the FOP.

The most promising prospect is through the PORAC organization, which is an umbrella mutual benevolent Law enforcement organization covering officers in 39 states. They currently offer administrative, civil and criminal coverage to State, and local agencies, and the Border Patrol. Such coverage also includes LEOSA coverage, in most circumstances. The rates are quite reasonable, at \$4 per month. But individual policies are not allowed, as PORAC bills the responsible union for the group coverage. Further research must be conducted to determine

just how the billing works, and whether or not individuals could opt out of the coverage. Opting out of coverage if the chapter is paying the bill could be difficult or impossible. Coordination with national NTEU might be required, and an eventual vote to change the dues withholding amounts for NTEU 164 might be necessary. It will be administratively difficult, or impossible, to have different dues amounts for members of the same chapter. This could cause a concern for some non-uniformed members, and this concern was voiced by one member at the meeting.

Albright made a motion to take a vote to gauge if the membership was interested in having Chapter leadership continue to investigate the possibility of this kind of legal coverage. Ayes:9, Nays:1

5. Should the union run a pre-bid and pre-Leave Draw process to inject more transparency into the current system?

Chapter leadership explained some of the historical developments of the current leave draw system, and how we got where we are at. Chapter leadership explained how they did not like the current system either, but that it was the lesser of 2 evils, as management had scrapped previous Leave agreements and had threatened to use the default procedures in the contract if we did not agree to their terms. The membership voiced general distaste with the current Bid and Vacation picks system, based on their "blind picks" nature. Chapter leadership suggested the possibility that the union could run a pre-bid system designed to inject transparency into the system, but with the caveat that the union could not guarantee that people would submit the same leave and Bid selections to management as they had made in the pre-bid and pre-leave systems operated by the union. One member stated that the Blaine Agriculture work unit had operated a pre-leave draw system, and that it had worked fairly well, but that it is a much smaller work unit, and even there, several people submitted different bids to management than they had made in the pre process.

In light of the reality that the union could not guarantee the results of the pre-bid and pre-leave picks process, and that it would likely be a futile effort, Rayme Chapin made a motion that the union approach management to try to craft a more transparent system. The motion passed unanimously.

6. AWS for Cargo.

Albright gave a general introduction into the process of negotiating an AWS, including the potential negatives of AWS (zero-sum game, reduction of overtime, unintended consequences

to participants and others, unknown final results of the bargaining process with management, etc.).

A vibrant discussion followed, with member Koebel, President Albright, and others discussing the complicated aspects of the negotiation process. The consensus that developed was that a vast majority of the officers on mids, in Cargo, would like to try AWS, if it can be limited to 4-10s.

Since this topic only impacts CBPOs in Blaine, Albright proposed and Koebel seconded a motion to limit voting on this matter to CBPOs in Blaine. This motion carried. A second motion was developed by Koebel, with help from others, to have the union pursue a 4-10s AWS for Cargo, midnights only. 15 years and 13 nays. Koebel will work on a proposed schedule and agreement to present to management. Koebel will consult with Chapter Leadership in the process.

#### 7. Update on national grievances.

Case #1 (Title 5 scheduling): NTEU won at arbitration, won at the FLRA, and won in federal court. The parties could not reach terms on a pay-out, so the case was remanded to the original arbitrator (Gootnick), who had since died, so a different arbitrator was selected to rule on a pay-out schedule. She did, and the decision was very favorable for the union. CBP has appealed to the FLRA. This is their last appeal possible, so we should have a final decision within a few months. The FLRA was short of a quorum for several months, but is now hearing cases again, so it's just a matter of time. In essence, CBP is claiming sovereign immunity to try to evade paying people. This is a new argument.

Case #2: (Title 5 changes in inspectional assignments w/o negotiation): Similar scenario, with a slightly less favorable pay-out award for us. CBP has appealed to the FLRA. The same case involved a status quo ante order, meaning that CBP was supposed to turn the clock back on all changes since 11/2004. CBP refused, and NTEU sought an enforcement order from the FLRA. The regional FLRA ruled against NTEU, holding that the imposition of a new contract in the intervening years means that CBP does not have to roll back the changes. NTEU appealed to the full FLRA, which seemed to agree with NTEU, and remanded the case back to the regional FLRA for further consideration. I will be providing testimony in that hearing

Case #3: Forcing officers to work in more than one location, and the establishment of hybrid work units: An arbitration decision was rendered a few weeks ago, determining that CBP should not be reassigning officers away from their normal bid units except for the reasons described in Article 38, Section 4. But in a decision that baffles NTEU counsel, the arbitrator determined that hybrid work units were OK. The matter is being appealed to the FLRA. Other, related matters are being grieved at national as well. If history is a guide, it will take years to resolve this.

8. Reassignments away from normal work unit on regular time, and overtime.

The Chapter has been trying to get an augmented written agreement to supplement the local agreements from 2012 establishing that temporary reassignments should be done by seniority. Since 2012, the establishment of a large hybrid work group has complicated the matter of deciding who should be reassigned first. Management has thus far refused to enter into a supplemental agreement addressing this issue.

The Chapter Executive Board considered this matter, and determined that those employees assigned to the hybrid work unit should always be reassigned before reassigning officers who are assigned to just one location. The very nature of the hybrid work unit (even though NTEU opposes its actual existence) is that employees may be assigned to either Cargo, or Passengers. This matter was discussed by the members at the meeting, and the overwhelming majority opinion was that employees in the Hybrid work unit should be reassigned first. The matter was not put to a formal vote, as the results were a foregone conclusion.

Albright made a motion to pursue a written agreement with management to establish that reassignments follow the following order: \*volunteers, hybrid work unit by seniority, regular work unit by seniority. The motion was seconded by Koebel. The ayes were unanimous.

Update: management has confirmed that this is the order of reassignment that they will follow, but they continue to refuse to enter into a formal amendment to the agreements (grievance settlements) of 2012 to memorialize this practice. Chapter leadership will consult with union counsel on next steps.

The topic of reassignments while on overtime was also discussed. It was the majority consensus that this issue is very complex, and involves not just seniority, but order of earnings considerations. Because of the complexity of this issue, the consensus was that more thought needs to go into this topic before the chapter is ready to pursue a course. Chapin made a motion to table the topic, seconded by Koebel. The ayes were unanimous.

9. Other topics

A. AWS for Agriculture work unit.

Some members of the Agriculture work unit have expressed interest in creating an AWS. Because this topic was brought to the attention of Chapter leadership only very late before the meeting, it was not possible to properly gauge the degree of interest in this matter. The one Agriculture Specialist in attendance at the meeting was in favor of it, but one Agriculture proxy held by Gillespie was against it. Since the matter was technically deadlocked between the two voters who were personally interested, Albright moved to table the matter for a later discussion, and Gillespie seconded. The matter was unanimously tabled.

Chapin moved to adjourn the meeting, and Koebel seconded. The ayes were unanimous.

Meeting adjourned at 1915.

