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[00:00:05] Oh, there you go. Good morning. My colleagues could please take their seats. That'd be fantastic. Welcome to the September 16th, 2025 meeting of the Board of Supervisors, Personnel, and Reorganization Committee. We just have one presentation on the agenda today, but it is an important one, and I'd like to make sure that all my colleagues on the board are able to hear and respond fully.

[00:00:30] So let's go ahead and get started with the presentation. But real quick, right before we do that, there's two things I want to do. One is there's going to be, or could be, a lot of questions around this. This is an hour. We have one hour. And so I want to be mindful of time, your time, and our staff's time.

[00:00:48] We'll do one round of questions, but then what I plan on doing is reaching out to each and every one of you individually to talk about this on the side, and then you can use that time to continue the discussion. But this all started with a joint board matter that came from my office and it was co-signed by Chairman McKay, Supervisor Lusk, and Supervisor Bierman.

[00:01:16] Let me just read it real quick so that we are all on the same page about what we're doing here today. The board matter that I introduced, and I just read my colleagues that were also on it states therefore mr chairman i will i while i recognize there are variations in the duration that individuals remain in drop i request that i request that the department of management and budget along with any other appropriate county agencies develop a pilot program specific to

[00:01:47] fairfax county fire and rescue department that allows payout of sick time occurred while in drop such a program could be presented at the personnel committee of the board of supervisors with varying options to the level of payout examples 50 75 to 100 i just wanted to lay out what that board matter was why we're here today and now i want to pass it over to staff and great to see all all of you thank you for your hard work i know we've been in touch i know you've been in touch with different offices such as um the chairman's office to talk about this issue so i will pass it on to you and then we'll we'll we'll start with the rounds of questions thank

[00:02:26] you so much. Thank you. Good morning. My name is Alicia Seard-McCormick. I'm the Deputy County Executive. And with me today are Phil Hagen, the Director for the Department of Management and Budget, and Linnea Jablonski, the Director for the Department of Human Resources. I will also add that online with me today is Christina Jackson. She is watching from home, our Chief Financial Officer. If I get buzzing on my phone, that's why. She's sending me urgent text to say something. So today we are talking about the sick leave payout and drop program that was presented to us as part of a board matter for consideration and fiscal analysis. So if you move to the next

[00:03:03] slide, we're just talking through just what the agenda is today. The board request, Supervisor Jimenez spoke to some of that. We'll just highlight the summary of it. We're going to talk a little bit about the deferred retirement option program just for awareness of what it is because this sick leave payout was discussed as part of those payments for somebody who would be in drop.

[00:03:21] We'll talk a little bit about leave accruals and balances because that was the consideration that we had to take into account as we developed our fiscal analysis. And I think the bigger piece that we want to make sure we discuss today is the collective bargaining landscape and some of the items that we wanted to bring forward to everybody just as awareness as we are now in a new era as it relates to having a CBO and then having active collective bargaining agreements.

[00:03:45] Then we'll talk a little bit about our parameters that we reviewed, the budget impact, and recommendations as it relates to next steps. So as Supervisor Jimenez pointed out, the board matter came to us in April of this year. It was to develop a pilot program specific to Fairfax County Fire and Rescue Department that would allow a payout of sick leave accrued while you were in drop.

[00:04:08] It was supposed to include varying options in terms of the level of payout, and it really was proposed at the time as a potential option for generating savings through reduction of overtime expenses for those folks who work in minimum staffing positions in fire and rescue. From the perspective of a deferred retirement option program or DROP, this was something that was implemented back in 2003 for employees who participate in either the police officer retirement system or uniformed retirement system, and then it was expanded in 2005 to employees who are in the employee's retirement system. The point of it is to transfer institutional

[00:04:45] knowledge. So versus somebody retiring without awareness of when that might happen, you may only have a month or two, a deferred retirement option program allows you three years to do that successful transition of knowledge, to do that succession planning, to get ready so the organization stays as viable as it possibly can. People can stay up to three years. They don't always stay that full three-year period, but at least it's a deferred period of the future when you know they will actually separate from the county and it gives you time to plan. While you're in the drop period, your retirement annuity is calculated and anything that in terms of your sick leave is

[00:05:21] utilized towards your retirement eligibility and the benefit calculation. So people can actually apply their sick leave to become eligible to retire and or drop. And so that helps them to enter into that state. During the drop period, employees in the county don't make any retirement contributions, so it's a net zero effect. The annuity accumulates in a balance for people to actually receive at the end of that time. They do receive interest on that balance while it's accumulating. They don't earn any more service credit, so they are effectively retired, but still acting as an active employee. And at the end of that period, they get that account

[00:05:57] balance paid out at their drop exit. And while they're participating in drop, they are basically considered an active employee and receive all the same benefits in terms of sick leave accrual and ability to use sick leave, annual leave accruals, ability to earn comp time if you're eligible for that, you still get your active health insurance, all of those other benefits that an active employee would receive.

[00:06:20] Right now, over to the side, you'll see in terms of drop-in enrollees, the kind of participation across the three systems. Obviously, ERS is the larger system, so it has the majority of people in it at 398, PORS is at 58 and URS is at 134. As we mentioned, employees while they're in drop still receive leave accruals just like they would if they were an active employee. So they are receiving annual leave. They carry some over into drop, but then they continue to accrue while they're in that

[00:06:53] drop status. Right now, about 240 or 320 hours maximum is converted to sick leave every January one. So people are able to continue to carry that annual leave forward every year and they get annual leave paid out upon exiting drop. So we cut back your annual leave at the end of the year.

[00:07:13] So if you've earned anything above 320, it cuts back at January one. It's your, you restart the year at 320 hours and anything that is above that cap is converted into sick leave. But at the end of the year, depending on when you leave, you will get your unused annual leave paid out upon exiting drop. So the paycheck after your final paycheck, you'll receive any leave payout. In addition, I had mentioned earlier, there's compensatory leave. That's for folks who actually work hours above and beyond, but don't receive paid overtime. So they receive an hour for hour compensatory leave for the time that they work. They are able to accrue compensatory leave also while they're

[00:07:52] working. It's based on whatever your county and departmental policy is around getting approval for working that additional time and accruing compensatory leave for that. Employees also get paid out for compensatory leave up to 240 hours upon their exiting from drop. Right now, sick leave, 40 hours of it is carried over into drop. So as I mentioned, some folks use their sick leave to become retirement eligible, either to just separate or to actually enter into drop status.

[00:08:19] But you can carry forward 40 hours of it because you don't want to start at zero because sick leave. It is an actual benefit to ensure that you have continued income while you're out maintaining your health and ensuring that you have coverage for your job and you can come back to it. So right now, the sick leave that's carried over into drop is not included in the annuity calculation.

[00:08:40] It continues to accrue at the normal rate while you're in drop, and any unused sick leave right now is not paid out when you actually drop. So you don't get paid for sick leave when you retire. You don't get paid for sick leave when you drop. It is just used there as a way to ensure your income and make sure that you have the ability to take time off if you need to.

[00:09:00] This next slide, I think, is the one that was the most educational for all of us as we went through this process of reviewing the board matter. With our current collective bargaining landscape, which obviously just has become a new part of our era here at Fairfax County in the last five years, We have created collective bargaining agreements with two of our exclusive bargaining units as of this spring, and that was the IAFF for the Fire and Department of Public Safety Communicators and the Southern States Police Benevolent Association, or SSPBA, for the police bargaining unit.

[00:09:38] On top of that, we have just recently entered into negotiations with our general county bargaining unit with SEIU as that. So each bargaining agreement sets up specific policies and programs as it relates to wages, benefits, other things that they want to make sure that employees have a voice in as it relates to the way that they interact and operate here within Fairfax County government.

[00:10:05] Our collective bargaining agreements are typically three years in nature, and we are required to negotiate over all of these changes. So one of the things that was set forth in the collective bargaining ordinance was to ensure that employees had a voice. That we have management rights as well, but that they have their ability to speak to us as it relates to what things are important to them, what are priorities, and they have an exclusive bargaining union to be that representative voice for them.

[00:10:29] One of the things that we learned is that we are contractually prohibited from unilaterally implementing changes, whether or not it's positive or negative. And that seems somewhat counterintuitive, because if it's positive, who wouldn't want it to move forward? But the whole point is we want to ensure that we all discuss things as we move forward because what we may view as positive may have an unintended consequence or may have some piece of it that an employee would want to have a particular voice in as we move forward.

[00:10:58] So payout of an unused sick leave at the time of retirement or program exit would be considered wages or benefits, and it squarely falls into the idea of something that needs to be negotiated in a collective bargaining agreement or an arena. And so one of the things that we had to look at was having these conversations around this board matter that had been presented.

[00:11:20] In addition, right now our current collective bargaining agreements contain Me Too provisions. And this is basically the clause that says, if somebody else thinks of something really exciting and really beneficial, make sure that you bring it to me as well so we can have that conversation and negotiate whether or not it's something that our union would want as well.

[00:11:38] So that extends anything from being just exclusively created for one group versus another. In addition, and some of this will resonate for board members from last year, what we've been guided to do is ensure that anybody who is non-represented also has the ability to get some of the same wages and benefits that represented employees receive.

[00:12:01] And so, for example, our constitutional officers, employees who work for our Office of the Sheriff, need to be considered as we move forward. And this was one of the conversations we had last year around the retirement benefits that our IAFF and SSPBA had negotiated for their group.

[00:12:19] So when we think about those things, the ability to kind of consolidate everything down to one group, one population, became more challenging. Number one, we need to negotiate it because it is an actual increase, positive or negative, to a wage or benefit. Number two, anything that we do has to be discussed.

[00:12:36] Number three, everything has a Me Too provision in terms of if we do it for one group, another group will come forward to us and say, don't forget, in the agreement that you signed with us, you were required to bring anything new as a benefit to us as well for discussion and negotiation. And then the last piece was the non-represented employee perspective to ensure that we did not at all disadvantage somebody who does not have a voice simply because they are employed by a constitutional officer.

[00:13:02] So when we looked at that, the fiscal analysis reviewed options where employees could leave a sick leave payout based on 50%, 75%, or 100% of unused sick leave that they accrued while they're in their drop. So not the 40 hours they carry forward into drop or whatever they accrue while they're actively in the drop period until they exit.

[00:13:24] This typically is about 466 hours if you're a 56-hour-per-week employee or 312 hours if you are a 40-hour-per-week employee. One of the things we have to obviously consider is that sick leave payout would be subject to tax withholdings and no other type of sick leave would be included in this.

[00:13:41] So this would be just the regular sick leave that employees accrue. So if we give you any advanced sick leave, if you have emergency sick leave because you don't have enough balances to cover whatever your health condition is or any of our PFML that we provide to employees, the paid family medical leave that we instituted back in 2020, those would not be paid out to employees.

[00:14:00] So it's only the things that you accrue directly as an employee. One of the things we would also want to do as we go through this process is outreach and communication to employees to remind them that obviously the whole point of sick leave is to manage health conditions. So we would want to ensure that they don't hold back on using sick leave if they're not feeling well, either if they have a physical condition or if they have some kind of illness that they need to navigate.

[00:14:29] that continue to use that without risk of losing their income. That is a huge benefit that we as a humane employer provide to folks so that they feel that they have that continuity of income stream as they are also managing any of their health conditions. It also helps us in terms of having a healthy workplace and ensuring that as we provide services to our residents, that we are meeting them and greeting them in a way that we are our most healthy and ensuring that we are not creating additional problems or spreading illness.

[00:14:57] One of the things that we've reviewed as I talked about the pilot program is that employees who inter-drop can stay up to three years. And this makes the feasibility of a pilot program a little bit more challenging because folks will want to ensure that they have this ability to – that it's not a finite date at which something ends.

[00:15:16] So if it ended on June 30 and they dropped on July 3rd or we started it on July 14th and they inter-drop on July 13th, the question would be for a lot of employees, Why was this the period of time that we did it? We also looked at the fact that a pilot program typically is to see if there are changes in behavior that are exhibited as a result of implementing it or if there were cost savings.

[00:15:37] And right now, based on some of the provisions that we have as it relates to Me Too and spreading benefits across the representative groups, there were no cost savings that we identified as part of the budget impact, which leads us nicely next to the next slide.

[00:15:54] So when we looked at this, based on the very defined group of people, if we just did it for those folks in Fire and Rescue who are on minimum staffing, there was a minor cost savings identified, less than

\$200,000. Unfortunately, however, we cannot limit it solely to that group of people because of the Me Too provisions, because of the unrepresented groups, and making sure that we have consistency and equity across all of our employees.

[00:16:24] So when we look at all of those things, based on the most recent drop exit data, the expansion of the program at 50% would result in a \$1.46 million payout across the county, 75% would be \$2.1 million, and 100% would be \$2.74.

[00:16:40] Baked into those numbers are some savings as it relates to the minimum staffing positions for the overtime savings that would accrue as a result of that. But when you expand it past minimum staffing where there is no required overtime, it does actually cost more to the county, and that is all a recurring cost because this is over a three-year period. It's not just ending in one year. People enter into that drop year, and as I said, can stay up to three years. So as we looked at this, one of the things that needs to happen as a result of the fact that we are now in collective bargaining is we do need to negotiate this. We would need to

[00:17:19] initiate bargaining with all of the groups because of that Me Too provision to ensure that they all have their voice heard, that they can let us know what their concerns might be, reach out to us and explain if there are tweaks to the program that are unintended impacts to their employees. What we could do is obviously we can initiate this now and have individual conversations and amend the agreements that exist for the groups.

[00:17:44] However, one of the important things to consider is that for IAFF and SSPVA in particular, that we're really very excited to say that we are nearing the end of our initial collective bargaining agreement with them successfully, and so we will be entering into negotiations for that second contract with them for the next three-year period.

[00:18:02] That starts in spring of 2026, so there is an opportunity to include this as part of those discussions so that they can have a more robust discussion about all of the things that might be of importance to them and the priorities that they have, and just have that be part of the renegotiation of the contracts. What that also does is allows us, because each contract requires a fiscal appropriation, so we would then roll that into the next budget process, the next annual budget process, just naturally as part of the larger discussion.

[00:18:33] So that is the end of our discussion and parameters, but we are ready to answer any questions that you might have. Well, I appreciate that. That's a lot of information in under 25 minutes. I didn't talk too fast. It was very useful. So thank you so much. And I know we all probably have a lot of questions and comments around this. Obviously, this is something that is very new to a lot of us as we enter collective bargaining and try to understand what that encapsulates.

[00:19:05] So I've got a quick statement, two quick questions. I'll pass it over to the chairman, and then we will start with questions. Collective bargaining remains a relatively new process for Fairfax County, and I appreciate your efforts to help us understand the distinctions here.

[00:19:24] While I recognize we are not voting on this today, as committees do not take votes, I want to be sure we are respecting the collective bargaining process throughout this discussion. I also want to emphasize a key point for staff. and the public. This matter comes at the request of the board out of a need to support our first responders. We are right to praise the heroic efforts they make in keeping us all safe,

but our job is to go above and beyond praise to ensure that they have the staff facilities in compensation to do the difficult jobs with dignity and pride. What we cannot do is dismiss this program as

[00:19:59] inconvenient because to do so, to dismiss this, it hurts the very people who are here trying to support. Clearly, there is more nuance to this issue. So before I pass over the chairman, I just have a couple quick questions. When it comes to Me Too, as you mentioned, does that impact all pilot programs? So anything that is a wage or a benefit needs to be negotiated. So it would be determined based on what it is we're actually trying to do. But anything with a, basically, if you think about it, anything with a fiscal impact needs to be negotiated with each of our

[00:20:34] Unions as part of our collective bargaining process. All right. I think part of the learning process has been a pilot that the board Requested staff to look at and also how collective bargaining now comes into that process as well. How did you?

[00:20:50] Calculate if you don't mind the savings without having done pilots So I'll say with the the cost and the savings We're really taking a hopefully educated guess as to what's going to happen with behavior.

[00:21:10] When we look at the fire personnel who are in those minimum staffing positions, if there's no behavior change and all that we're doing is we're starting to pay out the sick leave that they have at the end of their drop period, then all that there is is cost.

[00:21:26] Where we're going to see savings will be if we really are preventing some of the usage of sick leave during that drop period and therefore preventing the callback over time, having other people come back in and fill those shifts and so we're making some assumptions there because again we don't have the data from a pilot firm that would be the the benefit of running this kind of thing to actually see what happens with behavior because when it comes to a lot of these things we just don't know we're making some assumptions there's certainly a range there where it could be but we're not talking about huge differentials from the dollars that we've put out here so we're certainly making assumptions about

[00:22:05] about what will happen with behavior. I think one of the big troubles with the idea of a pilot would be when we look at sick leave usage during drop, people are potentially in drop for a three-year period, where we usually see sick leave usage increase beyond the norm as within the last six months of their drop period.

[00:22:26] We don't always know when the last six months of the drop period could be, because somebody could be in for three years. They could be in for two or one. Sometimes people are only in drop for a month before the exit because life happens, things change. So certainly as we would look at the idea of running this program in a way that would let us collect data on behavior changes, we would need to run it for multiple years in order to get that longitudinal data about what's really happened.

[00:22:52] And we'd need to figure out how we're doing it as well. Ideally, to get that data would be we're looking at people who are entering after we announce this, and we see them all the way through the drop period. And so I think we're looking at a pilot be at least three years in order to run it i think then we'd also run into issues of fairness of if somebody entered drop while the pilot was running but then at the end of it the board concludes this isn't something that we want to do um what happens to that person who was entered the program during during the time of the pilot but is now exiting drop after the pilot's over so there's there's a lot of concerns there but at least when it comes to estimating costs we

[00:23:29] were definitely looking at some assumptions about what we think might happen certainly when we look outside of minimum staffing positions, you know, when we look at, so we have just under 600 employees who are currently enrolled in DROP. I would say the majority of those are going to be in positions that don't have any backfill requirements. Certainly, if we have sick leave usage lowered in those positions, you know, we would say that there's better operations as a result of that.

[00:24:00] Certainly, we have more people in the office at all times to take care of workload, to better serve our residents. However, to the degree that those employees have more sick leave at the end of their drop period, if we're doing a payout, the more sick leave that they would have at the end would just be a larger payout, and so we'd have an increased cost there. So there's certainly a balance there as far as the more of a change that we see in behavior will increase savings on that smaller population that has minimum staffing requirements, but it's going to increase cost of the payout for the majority of our drop and roll lease.

[00:24:35] Seems like the only true way to actually try to get specific numbers, though, is to do a pilot. Otherwise, we're assuming a lot of things. Certainly. Again, I would say that there's going to be a range here that we're looking at of what that behavior change might be.

[00:24:54] I mean, there's certainly a minimum and a maximum of we could end up with people saving all of their sick leave or using all of it. And so we've got bounds there. But, yes, we won't know behavior change for sure until we actually see this in practice. I just have one last question.

[00:25:10] On average, how long do employees with the fire department remain in drop? Do we know that? Fire department specifically we do not, but on average, county employees stay about 2.4 years in drop. I just want to – we did this analysis prior to you coming, Linnea.

[00:25:28] It's about 1.9 for fire and rescue, but the 2.4 is accurate for all. Okay. With that, I am going to be sensitive of the time and pass it over to Chairman McKay. Thank you very much. Just very briefly, just going back in time, the board matter was done because an idea came in where potential cost savings could be had.

[00:25:54] And I think we just want to go back to why we're doing this, why we looked at this to begin with. And so I do appreciate, you know, that there's acknowledgement that those who brought this forward, that there is a potential, while it may be narrower maybe than was projected by others, there is a potential savings here if this program was limited to achieving a goal.

[00:26:15] And the goal would be, you know, specifically to narrow cost in minimum staffing roles within FRD. And I think, you know, many of us believe that, hey, this has the potential to do that.

[00:26:30] We now know that could save money. That's a great idea. Why wouldn't we do that? And I think one of the challenges we're going to face is we're soliciting our employees for ideas. Some of the overarching challenges that were presented, I think, are things we need to be thinking about.

[00:26:45] And so in that light, I do have just a couple quick questions. One, if we had a goal that was very specific to only doing that, regardless of whether it's a pilot or not, you're telling us that in order to implement that cost-saving measure that might translate into a benefit enhancement for a subset of employees, that as soon as it triggers that latter part, we're not really able to move forward with even an idea that the board has to reduce costs, personnel costs in a certain area, even if it's deemed it's

[00:27:22] a benefit enhancement. So it's not taking away from the collective bargaining agreement. It's an enhancement. What we're hearing is we can't even do that. Is that in essence what is being said? Correct. Yes. And so, you know, that presents obviously a challenge to, you know, how we can be spry. I think there's a ton of good things in collective bargaining, and we don't want to be in the weeds of a discussion that relates to collective bargaining here for a lot of reasons, but I do think this Me Too clause is something that we're going to need more flexibility on in the future, and I know that's not ultimately determined by us. It's part of the negotiations

[00:28:02] that take place, and so to that end, we're talking about bullet two on your recommendations. alternatively this could be addressed in the spring of 2026. But if we wanted it addressed with the narrow mindset of cost savings to deal with minimum staffing issues within the FRD, how, in order to do that in the context of collective bargaining, you would have to amend the Me Too element of the existing collective bargaining agreement. Is that, is that the only path forward? Because it's simply stated this could be addressed in collective bargaining,

[00:28:36] But I don't think it's simply responded to by the parties to that to say we have to give up the Me Too clause in order to consider this very narrow benefit enhancement. And so is it known or is it common in other collective bargaining agreements that the Me Too clause is modified to an extent that allows individual benefit enhancements that could be useful to the county in controlling costs?

[00:29:06] So in my experience in the collective bargaining environment, they would never remove that from their collective bargaining agreements. It's something that I've seen in every, I've bargained probably 35 different contracts, and it has always been in there.

[00:29:23] And it is something that is sacred to those individual contracts because it does allow them to have the benefits to other employees. And if it's helpful at all, I do have the actual language from the police contract, if you want me to kind of read it so you guys understand, or I can send it out.

[00:29:42] Yeah, I think you can send it. I don't know that we need to get that level of weeds here, but I'm concerned then about the way bullet two reads, because really bullet two isn't going to happen unless the Me Too clause is not going to be modified.

[00:29:57] So the only way bullet two happens is if we put in place the program that expands this to all the classes of employees that you've mentioned in the presentation today. I think the intent of bullet two is when you're looking at the entirety of your collective bargaining agreement and setting that next three years, it's a lot about priorities and deciding which thing is the most important to that group at that point in time.

[00:30:19] And so when you're not doing it one by one and you're discussing it in its totality, it creates a different discussion. So that was the intent of seeing it. They may not all want it. It may not be as important to individual groups when they're looking at the entirety of their portfolio. Yeah, so I think that's an important context piece for this because it's not just so simple as we flip a switch.

[00:30:39] This has to be, you know, compared to every other thing. And the challenge is it sounds like it can't be divorced from the Me Too clauses, which means in the context of collective bargaining, if it were to wait until the next collective bargaining agreement, it would have to be discussed wholesale in terms of all the people who are in that collective bargaining agreement, who are represented in that collective bargaining agreement.

[00:31:01] And so it would be troubling, challenging, but I guess the last question I have is you mentioned the next collective bargaining conversation commencing or beginning spring of 2026. When ideally, assuming that collective bargaining process goes as smoothly as the last one, when does that end?

[00:31:21] In other words, what is the date under which employees are under a new contract? So the new contracts that we would negotiate next spring would start in July 1 of 2027 for fiscal 28 and run for three years. Okay.

[00:31:38] Yeah, so I just want to make sure that's clear because it's not – this would not be a benefit enhancement per se that we'd be looking at in the spring of 2026. The earliest would be July 1 of 2027 if some other thing doesn't happen. Okay. I just want to make sure I got clarity on those. I mean, the unfortunate thing for me is we do have a good idea here for cost savings. There's an acknowledgement of cost savings here, and we can't seem to come up with a legal path to be able to achieve those.

[00:32:08] And I do think that's something that we need to be aware of as we move forward. And I realize we're in a different environment. But that is a hurdle here to what I think would be doing something that would be a benefit enhancement and at the same time generate some level of cost savings if it could be kept in that narrow travel lane.

[00:32:27] But I hear what you're saying. So thank you. Well, thank you, Mr. Chairman. And, again, just want to reiterate, one, we are not voting on anything here today. Number two, my staff and I will be reaching out to each office to have further conversations.

[00:32:45] So this is by no means the end. I know we have about give or take 20 minutes of questions. So I'd like to start all the way down the road. Mr. Bierman, do you have anything you'd like to comment on? So just to clarify yet again, the Me Too clause is not in statute, it's in contract.

[00:33:08] So if at a collective bargaining date down the line there was the negotiation of a Me Too clause with a carve-out for a program like this, that is something that could potentially happen, correct?

[00:33:30] I have taken the note, yes, it potentially could happen, but based on Linnea's perspective, I don't know that people will be that clear in terms of wanting to carve anything out in case they miss out on some grand opportunity. Exactly. But in 35 contracts, something like that has never happened before. However, it's least worth noting that there's always a chance in the 36th and that this proposal, as Chairman McKay alluded to, actually came out of one of our collective bargaining partners.

[00:34:08] So there's always the possibility that if you really wanted to pursue it, you could pursue a Me Too clause down the line that had an explicit carve-out for a proposal that would have cost-savings elements. Thank you.

[00:34:24] Yes, we have taken that note, and we will make sure to have those conversations with our partners. Thank you. Mr. Bierman, looking down the row, does anyone have any additional comments? Mr. Herdy? I'll just be real, real brief. as you requested. I appreciate the IAFF bringing this forward. I mean, it's a shame a Me Too clause is preventing us from doing something that otherwise might make sense. You know, I spent a lot of time on the public sector and I'm sure some of the others at the dais. What the private sector has really done is going to paid time off instead of vacation and sick. It tends to be cost

[00:35:03] neutral at first, but it has those behavioral changes for the people that tend to use sick when they don't need to use SIC. But I'm afraid that would have as much chance as the Me Too clause is being

changed, so I'm not even going to present it as an idea, I don't think, other than that's what the private sector has kind of done to address the behavior issues.

[00:35:25] And they've done it pretty successfully, at least in my experience. Thank you, Mr. Harity. Does anyone else have any additional comments or questions they'd like to ask at this time? With no additional questions, I will say, again, I just want to reiterate one. I agree with you, Mr. Herdy. The, the me too clause here is preventing us from doing a pilot that could potentially look at cost savings for the County looking at helping our fire and rescue. Um, it's something that we need to look at it.

[00:36:03] We need to investigate. We need to have conversations that it does look like for at the time being, there is a hurdle in front of us, um, that is preventing us from looking at potential cost savings. Um, But at the same time, we do have to look at collective bargaining and making sure that we are continuing that correct and right path and not skipping over or clearly listening to what that language looks like.

[00:36:31] So we will have individual conversations, again, with each office. We will work with staff. I will be chatting with Chairman McKay around this issue and continue to work with our fire and rescue department to try to find a path forward. So thank you again for the presentation.

[00:36:47] It was very concise. It was very informative. Thank you to my colleagues for making sure that we are now saving 20 minutes of your time for lunch. And thank you very much. And with that, we are concluded. Thank you.



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