

W-12-b.

SUPPLEMENTAL MATERIAL



AGENDA COVER MEMORANDUM

AGENDA DATE: July 30, 2003

PRESENTED TO: Board of County Commissioners

PRESENTED BY: Greta Utecht, Human Resources Manager

AGENDA TITLE: IN THE MATTER OF RATIFYING THE TENTATIVE AGREEMENT BETWEEN LANE COUNTY AND THE LANE COUNTY PROSECUTING ATTORNEYS' ASSOCIATION

I. MOTION

MOVE APPROVAL OF ORDER 03-_____ IN THE MATTER OF RATIFYING THE TENTATIVE AGREEMENT BETWEEN LANE COUNTY AND THE LANE COUNTY PROSECUTING ATTORNEYS' ASSOCIATION

II. ISSUE

The Current agreement between Lane County and the Lane County Prosecuting Attorneys' Association ended on June 30, 2003. Should Lane County ratify a new three-year agreement with this bargaining agent?

III. DISCUSSION

A. Background

The Board reviewed various contract issues and authorized the County to enter into negotiations for a new agreement with this bargaining unit. The Board was kept apprised of the progress on negotiations and established specific goals and objectives for these negotiations. Decisions were reviewed with the Board as negotiations progressed and the Board established specific criteria for a settlement that falls within acceptable limits for a positive working relationship with the County employees who make up the bargaining unit. The tentative agreement was reached on July 22, 2003.

B. Analysis

The tentative agreement covers a two-year period and includes minor language changes. A copy of the proposed contract with highlighted changes is attached. A condensed summary is as follows:

Wages:

- Two-year agreement. There is no wage increase stipulated in the agreement for either year of the agreement; however the agreement does contain a limited "me, too" provision if any other County employee group gets a COLA in 03-04 or 04-05.
- Cash payment of \$80 per month for fiscal year 03-04 in exchange for benefit plan changes (described in Art. III, section 1-K, and Art. IV, section 2).
- Added provision for 2004 classification and compensation review of positions in the Association, incorporating market as significant factor; defines market as four other Oregon counties. Recommendations of study to be implemented by July 1, 2004, at which time 12 step compensation plan for Association to be reduced to seven steps.
- Increases pager pay from \$3 per day to \$5 per day.

Leave Time and Holidays:

- Limited TM sell-back to 40 hours for calendar year 2004, except for members eligible to sell back 200 hours for retirement.
- Clarified that time management (TM) sell-back is based on a calendar year rather than a fiscal year.

Insurance and Other Benefits:

- Effective August 1, 2003, the following changes will be made to the Health Insurance Plan:
 - The annual deductible for the Traditional plan will be \$100 per year, per insured, with a maximum of three deductibles per family.
 - Added \$10/\$20/\$25 drug formulary, including mail order option.
 - Eliminated minimum age requirement for retiree insurance. Made similar change to clarify early retirement process.

Language Changes: Adds a section for military leave, similar to existing language in APM except that this provision allows leave to be taken non-consecutively.

Estimated costs and funding: The total package (not including any possible costs associated with classification and compensation review) is cost neutral to the general fund when savings are balanced by cash refund.

C. Alternatives

1. Ratify the agreement
2. Reject the agreement

D. Recommendation

Human Resources recommends approval of the Board Order to ratify the proposed agreement.

IV. IMPLEMENTATION/FOLLOW-UP

There is no specific follow up required on this item.

V. ATTACHMENTS

Board Order

Proposed Contract between Lane County and The Lane County Prosecuting Attorneys' Association

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

**) IN THE MATTER OF RATIFYING THE
) TENTATIVE AGREEMENT BETWEEN
) LANE COUNTY AND THE LANE COUNTY
) PROSECUTING ATTORNEYS'
) ASSOCIATION**

WHEREAS, a tentative agreement has been reached between Lane County's bargaining team and the Lane County Prosecuting Attorneys' Association; and

WHEREAS, the agreement is consistent with the guidelines set forth by the Board of County Commissioners.

IT IS NOW HEREBY ORDERED that the tentative agreement between Lane County and the Lane County Prosecuting Attorneys' Association be ratified and

IT IS FURTHER ORDERED that the County Administrator and the County's bargaining team be authorized to execute the revised agreement on behalf of the County.

DATED this ____ day of July, 2003.

Peter Sorenson, Chair
Lane County Board of County Commissioners

AGREEMENT

between

LANE COUNTY, OREGON

and

THE LANE COUNTY PROSECUTING ATTORNEYS' ASSOCIATION

AGREEMENT

2003 - 2005

THIS COLLECTIVE BARGAINING AGREEMENT is entered into by and between LANE COUNTY, OREGON, hereinafter referred to as the **COUNTY**, and THE LANE COUNTY PROSECUTING ATTORNEYS' ASSOCIATION, hereinafter referred to as the **ASSOCIATION**.

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ARTICLE I

RECOGNITION

For the purposes of collective bargaining with respect to compensation, the **COUNTY** recognizes the **ASSOCIATION** as the exclusive bargaining representative of employees of the Office of the District Attorney in the classifications of Deputy District Attorney 1, 2, 3, 4, and Senior Prosecutor 1, 2, 3.

ARTICLE II

WAGES

Section 1 - Salary Range Adjustments

- (A) Effective July 1, 2003 each presently established job classification will be increased by 0%. If during the 03-04 and 04-05 contract years, any other County employee group, excluding LCPOA and AFSCME Nurses, receives a Cost of Living Adjustment (COLA), Prosecuting Attorney employees shall receive the same COLA. For purposes of this provision, COLA is defined as a cost-of-living salary range increase that is applicable to all members of an employee group. COLA specifically does not include one-time cash payments or bonuses given to an employee group in exchange for benefit plan changes or other cost reductions, or any salary increases given to selected employees within a larger employee group, such as increases due to reclassifications, merit increases and other similar increases.

Section 2 – New or Revised Classifications

- (A) The **COUNTY** agrees to undertake a classification and compensation analysis study to review the classifications represented by the **ASSOCIATION**. Parties agree that external market factors will be included as a significant factor in the point factoring and that the comparable market for the analysis will be the District Attorney's offices in Marion, Clackamas, Multnomah, and Washington counties. Each of the four "comparables" will be given equal weight in determining average market salary for a given position. The analysis will be completed by the **COUNTY** on or before March 1, 2004, and any adjustments in compensation will be implemented by July 1, 2004.

Section 3 Steps in Compensation Plan

- (A) The compensation plan shall be based on a 12 step schedule between July 1, 2003 and June 30, 2004. Effective July 1, 2004, as a result of the compensation analysis referenced in Section 2, the compensation plan for the **ASSOCIATION** shall be based on a 7 step schedule, with five percent between each step. Beginning 7/01/04, each **ASSOCIATION** member will be placed on the closest step that provides a raise in salary of at least 3% *at the time the member becomes eligible for a step increase*. Members who will not become eligible for a step increase by virtue of their placement at the top step in a salary range will be placed on the step closest to the member's pay rate be reduced when the member's pay rate is shifted to the new condensed range.
- (B) Employees hired at Step 1 of the compensation plan shall advance to Step 2 upon the completion of six months of employment with the **COUNTY**. Otherwise, the anniversary date for any employee to move between steps of the compensation plan shall occur at twelve (12) month intervals provided the employee has achieved a "competent" ("satisfactory") or better rating on their performance evaluation.
- (D) In the event an employee's evaluation is not completed within thirty (30) calendar days of when due, the following pay period the employee shall advance to the next higher step.

Section 4 – Direct Deposit

Upon ratification of this *Agreement*, the **COUNTY** reserves the right to distribute employee payroll via direct deposit. Unless the **ASSOCIATION** is provided no less than thirty (30) calendar days notice to the contrary, the direct deposit program shall include the following protocols:

- (A) All employees hired subsequent to the ratification of this *Agreement* shall have their payroll transmitted via direct deposit

- (B) Employees hired before the ratification date of this *Agreement* may elect to continue to receive their payroll check via the status quo or via direct deposit. Election of direct deposit is, thereafter, irrevocable.
- (C) Employees whose payroll is subject to direct deposit will continue to receive a payroll stub comparable to that which is provided under the status quo.
- (D) Direct deposit may be made to a maximum of two (2) financial institutions at any one time.
- (E) Payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.

Section 5- On-Call Status

Employees may be required to be on-call after normal office hours. Each employee assigned to be on-call shall be paid five dollars (\$5.00) for each full day the employee is so assigned.

Section 6 – Signing Refund

- (A) In recognition of the savings resulting from section K, 1, A, beginning July 1, 2003 and ending June 30, 2004, the **COUNTY** will pay each **ASSOCIATION** member \$80 per month, each month, for every month the member is employed by the **COUNTY** during that period.

ARTICLE III

LEAVE TIME

Section 1 - Time Management

(A) **Purpose**

It is the purpose of the employee time management program to provide employees with a leave with pay program which is easy to understand, responsive to individual needs, and easy to administer.

(B) **Eligibility**

This program covers all permanent probationary and non-probationary employees in the bargaining unit. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

- (1) Family Emergency
- (2) Vacation Leave
- (3) Sick Leave (non-occupational illness or injury leave, excluding disability leave)
- (4) Personal Days

(C) **Accumulation**

Eligible employees shall accumulate earned leave, based on full-time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 12 mos.	(0 to 1 yr) 25.0 days/yr..	7.692 hrs/pay period
13 - 24 mos. .	(1 to 2 yrs) 28.0 days/yr.	8.615 hrs/pay period
25 - 48 mos. .	(2 to 4 yrs) 31.0 days/yr.	9.538 hrs/pay period
49 -108 mos....	(4 to 9 yrs) 35.0 days/yr..	10.769 hrs/pay period
109 - 168 mos. .	(9 to 14 yrs) 39.0 days/yr	12.000 hrs/pay period
169 - 228 mos... ..	(14 to 19 yrs) 43.0 days/yr.....	13.231 hrs/pay period
229 - 288 mos... ..	(19 to 24 yrs) 47.0 days/yr.....	14.462 hrs/pay period

(D) **Part-time employees**

Eligible, part-time employees shall accrue and use time off under this program on a pro rata basis, based upon the percent of full-time equivalence authorized for the position.

(E) **Existing Vacation**

An employee's existing vacation accrual will be preserved in a separate balance. Employees with an existing vacation balance will have the option of charging leave to either the vacation balance or the time management balance. At the time of termination or retirement, any vacation balance shall be paid in cash at the then current salary rate on a one for one basis.

- (1) After six (6) months of service, upon the termination of an employee, or in the event of the death of an employee, the employee's vacation balance shall be paid in cash.

(F) Usage

During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Worker's Compensation, disability leave as provided for in Section 3 of this Article, or paid holiday shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on paid status with the COUNTY. Employees do not accrue earned leave when on leave without pay.

(G) Maximum Accumulation

An employee may accumulate earned leave, including the separate vacation balance, if any, to a maximum of twice their annual time management accumulation. As of the end of the pay period in which March 31 falls in each year, any employee credited with accrued leave greater than twice their annual leave accumulation shall forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the year in which the maximum accrual was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

(H) Termination

After six (6) months of service, upon the termination of an employee, the employee's accrued time management leave balance as of the date of termination shall be converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave.

(I) Death

After six (6) months of service, in the event of the death of an employee, all accumulated earned leave shall be paid to the employee's personal representative at the current rate of pay.

(J) Scheduling

Employees shall, whenever possible, request time-off in advance. Use of such leave must be scheduled between the employee and the COUNTY. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible.

(K) Conversion

(1) Employees may sell accrued time management hours subject to the following restrictions:

(a) During the 2004 calendar year, a maximum of 40 hours of time management leave can be converted into cash compensation. Each employee with less than two (2) years of employment must take at least forty (40) hours of scheduled time management leave and each employee with more than two (2) years of employment must take at least eighty (80) hours of scheduled time management leave during the 2004 calendar year or lose it.

(b) The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.

(2) Subsection (1) above notwithstanding, during the last three (3) years prior to retirement, employees may sell up to 200 hours per year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.

Section 2 - Occupational Illness or Injury

In the event of a leave of absence due to an illness or injury covered by Workers' Compensation, the following shall apply:

- (A) Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time at the rate of one day per month of employment.
- (B) Employees under this section shall have the option of giving their full Workers' Compensation check to the **COUNTY** and receiving their regular salary.

Section 3 - Disability Leave

- (A) After completion of six (6) months of employment, if an occupational or non-occupational illness or injury exceeds eighty (80) hours, the **COUNTY** will provide compensated time off at the regular rate of pay for the first two (2) weeks, or any part thereof, of disability; at ninety percent (90%) pay for the next two (2) weeks, or any part thereof; at eighty percent (80%) pay for the next two (2) weeks, or any part thereof; at seventy (70%) for the next two (2) weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) for any remaining disability period. All disability leave pay is less any workers compensation benefits for which the employee may be entitled following the eighty (80) hours elimination period until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence. Only sick leave used during the eighty (80) hour period will be charged against the Employee's accrued time management balance.
- (B) If the same illness or injury recurs, requiring the employee to leave work, and the employee has returned to work for seven (7) or less calendar days, or if the employee is remaining under a doctor's care and the doctor recommends additional time off for the same illness or injury, no additional time will be charged against the employee's accrued time management leave. However, an employee whose disability leave exceeds two (2) weeks beyond the elimination period thereby becoming eligible for a reduced percentage of pay, may choose to offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance.
- (C) Once an employee has received benefits under this provision, he/she will not be eligible to use accrued time management again until he/she has returned to work and subsequently suffered another illness or injury.
- (D) It is understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work, as substantiated by the employee's physician.
- (E) Employees who are on disability leave shall not accrue Time Management. However, if an employee returns to work, with an appropriate medical release, they will accrue Time Management for the actual hours worked.

Section 4 Military Leave

- (A) Paid Leave: Paid military leave shall be granted for a period of fifteen (15) days per calendar year, without loss of time, regular leave, or other rights and benefits. Such leave will be granted and compensation based on the employee's regularly scheduled work period. Such leave is not required to be used consecutively and may be used in segments throughout the calendar year. There is no County paid time for Peace Corps Service.
- (B) Unpaid Leave: In addition to the paid time, a member of the National Guard or reserve component of the U.S. Armed Forces shall be entitled to unpaid leave for training or schooling, whether voluntary or required, and for required periods of emergency service if such service extends

beyond County paid Military leave of fifteen (15) work days. The employee shall provide a copy of the military orders.

- (C) Use of Accrued Leave: Employees may use accrued time management, vacation, compensatory time, or other appropriate leave during periods of military leave beyond the County paid Military leave of fifteen (15) work days.

ARTICLE IV

INSURANCE AND RELATED

Section 1 - Types of Insurance

The COUNTY agrees to cover its eligible and qualified permanent probationary and non-probationary employees with certain insurance protection and related programs of not less than those currently provided and described below. Should the costs of such programs increase during the life of this Agreement, or new or if improved benefits are instituted as a result of legislative action, such increases shall be covered by the COUNTY whenever such changes become effective.

- (A) Employee and dependent health insurance, with major medical services, or, at the option of the employee, health maintenance plan. **COUNTY** contribution to be equal under both plans.
- (B) Employee and dependent dental insurance.
- (C) Employee term life insurance in the amount of one (1) times annual salary and accidental death benefit of an additional one (1) times salary.
- (D) Employee long-term disability insurance to provide 66-2/3% of gross income after ninety (90) days of disability up to the limits of the plan. The limits of the plan shall be 66-2/3% of a gross monthly income of \$5,000 or (\$3,334 per month).
- (E) Employee and dependent vision plan.

Section 2 – Health Insurance Plan Design

- (A) Effective August 1, 2003, the following changes will be made to the health insurance plan:
 - (1) The annual medical deductible for the "Traditional" plan will be \$100 per year, per insured, up to a maximum of three (3) per family.
 - (2) The annual out of pocket maximum for the "Traditional" plan will be \$1,000 per year, per insured, up to a maximum of three (3) per family.
 - (3) The co-payments for the "Managed Care" plan will be \$10 per visit.
 - (4) Both the "Traditional" and "Managed Care" plans will use a 3-tier drug formulary designed by **COUNTY's** health insurance provider. Tier 1 drugs will require a \$10 co-payment; Tier 2 drugs will require a \$20 co-payment, and Tier 3 drugs will require a \$25 co-payment.

Prescriptions obtained directly from a pharmacy will be for a maximum of 34 days. The prescription drug plan will also include a mail order option for maintenance drugs. Through mail order, a 45-day supply may be obtained for one co-payment, and a 90-day supply may be obtained for 2 co-payments.
- (B) Further, the Association agrees to maintain an assertive duty to support further plan design changes as may be necessary to keep the highest year to year premiums increases at or below ten percent (10%).

Section 3 - Insurance Enrollment

The **COUNTY** agrees to enroll each eligible and qualified employee in the following programs:

- (B) The Public Employees Retirement System (PERS) and the COUNTY shall pay the entire cost, including the employee's contribution.
- (C) Effective with the pay period commencing at 10 p.m. on December 2, 1994, the **COUNTY** agrees to increase each step of the current 1994-95 salary schedule by six percent (6%). From

that time forward, the **ASSOCIATION** agrees the employees shall contribute six percent (6%) of salary to PERS. The **COUNTY** shall withhold from salary the employee's PERS contribution, with other required withholdings, and shall pay the amount withheld for PERS to PERS in lieu of payment to PERS by the employee. The employee shall have no option to receive the amount withheld and contribute directly instead of having it paid by the **COUNTY** to PERS. For the limited purposes of Internal Revenue Code Section 414(h)(2) and related tax statutes, the employee's contribution to PERS will be picked up by the **COUNTY** as a pre-tax contribution as the term "pick-up" is used in the Internal Revenue Code.

It is the intention of the parties that these provisions should, in substance if not in absolute form, result in no additional cost to the **COUNTY** and no effect on the net pay of employees. If this Agreement is determined to be unlawful, ineffective or unenforceable by a final order of a court or agency of competent jurisdiction, and if such order requires any payment by the **COUNTY**, or repayment to **COUNTY** by one or more members of the Board of Commissioners or any officer or employee of **COUNTY** as a result of such determination, the **ASSOCIATION**, its individual members, and any successor organization shall hold harmless and indemnify those responsible for such payment or reimbursement, including any ordered interest. Should this hold harmless obligation need to be implemented, the means and methods of doing so shall be as agreed by the parties, but shall require fulfillment of the obligation within one year from the expiration of any appeal period applicable to the determination necessitating the implementation.

- (C) The Social Security System (FICA), for enrollment purposes, only.

Section 4 - Retiree Benefits

- (A) Upon retirement, all employees hired on or before July 1, 1987 and who have worked ten (10) full, continuous years prior to age seventy (70) shall be eligible for **COUNTY**-paid retiree health insurance and may transfer from the active group to the retired group.
- (B) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and who have worked twenty (20) full, continuous years prior to age seventy (70) shall be eligible for **COUNTY**-paid retiree health insurance and may transfer from the active group to the retired group.
- (C) To qualify for retirement and be eligible for **COUNTY**-paid retiree health insurance, an employee must meet the years of **COUNTY** service requirement and be receiving a PERS pension or meet the **COUNTY** service requirement and be eligible for and receiving disability benefits under PERS or Social Security.
- (D) Retired employees eligible for **COUNTY** retiree health insurance under this provision either on a **COUNTY**-paid or self-pay basis are also eligible to purchase **COUNTY** health insurance in the retired group for their dependents.
- (E) Employees hired on or after July 1, 1997, shall not be eligible for **COUNTY**-paid retiree health insurance benefits.
- (F) The **COUNTY** agrees to provide an Early Retirement Alternative for the employees who meet the years of service requirement specified in Paragraph A through C above, but who have not yet qualified for PERS retirement benefits. Under this alternative an employee must self-pay their Lane County Medical premiums continuously from the first of the month following their termination date of employment until the date the employee is eligible for PERS Retirement Benefits. Failure to collect PERS benefits as soon as eligible will disqualify the employee from **COUNTY**-paid benefits and will terminate this option.

ARTICLE V

PARKING

After January 1, 2001 there shall be no increase in rates for employee parking until at least July of 2003. Thereafter the COUNTY will not initiate increases but may match other increases in the market, while maintaining the employee subsidy at current percentage discount.

A Labor/Management task force shall be established to study the feasibility and cost effectiveness of COUNTY provided bus passes for employees, such analysis to include but not be limited to potential revenue from opening up subsidized spaces and possible future loss of parking spaces. The Board of Commissioners shall consider the task force's report but shall be under no obligation to proceed.

ARTICLE VI

DISCRIMINATION

The provisions of this Agreement shall be applied equally to all bargaining unit employees without regard to age, marital status, color, creed, sex, national origin, religion or political affiliation. All references to employees in this Agreement designate both sexes and wherever either gender is used, it shall be construed to include both male and female.

ARTICLE VII

TERMINATION

Section 1 - Duration

Unless specifically noted within the contract this Agreement shall become effective upon ratification and shall remain in effect until and including June 30, 2005, and thereafter shall continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the Agreement at least ninety (90) calendar days prior to June 30, 2005, or if no such notice is given at such time, before June 30 of any subsequent anniversary.

Section 2 - Notice

If either party serves written notice of its desire to terminate or modify provisions of the Agreement, such notice shall set forth the specific item or items the party wishes to terminate or modify, and the parties shall commence negotiations at least ninety (90) calendar days prior to the expiration of the *Agreement* except by mutual consent.

Section 3 - Representation

The parties agree to limit bargaining team representation to three (3) members each, plus respective spokespersons.