



LANE COUNTY

HUMAN RESOURCES DEPARTMENT / 125 East 8th Ave. / Eugene, OR 97401
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AGENDA COVER MEMO

Memorandum Date: December 5, 2007
Order Date: December 12, 2007

TO: Board of County Commissioners

DEPARTMENT: Human Resources, Sheriffs Office

PRESENTED BY: Roland Hoskins, Labor Relations
Tom Turner, Undersheriff

AGENDA ITEM TITLE: IN THE MATTER OF APPROVING THE AGREEMENT
BETWEEN LANE COUNTY AND THE LANE COUNTY
PEACE OFFICERS' ASSOCIATION

I. MOTION

**MOVE APPROVAL OF ORDER 07 -- _____ IN THE MATTER OF
APPROVING THE AGREEMENT BETWEEN LANE COUNTY AND THE LANE
COUNTY PEACE OFFICERS' ASSOCIATION.**

II. AGENDA ITEM SUMMARY

The current Agreement between Lane County and the Lane County Peace Officers' Association Inc. (LCPOA) expired on June 30, 2007.

The Board is being asked to approve the proposed LCPOA two-year agreement ending June 30, 2009, which is included in this packet. Also, a brief summary of the proposed changes is included in this packet.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The Board reviewed various contract issues and authorized the County's bargaining team to enter into negotiations for wage, benefit and language changes with LCPOA. The Board established overall goals and objectives for the negotiations. In addition, the negotiations dealt with the current fiscal funding constraints and uncertainties the County is facing.

B. Policy Issues

Like other recent labor negotiations, these emphasized maintaining a competitive position in the market place for positions in the unit while protecting the County's ability to manage the County's cost increases in the face of very uncertain financial forecasts. The additional factor to be considered when negotiating with this bargaining unit is that LCPOA is a strike-prohibited unit and any impasse would be taken to arbitration. An outside party would then determine which final package, the Union's or the County's, would be implemented. Maintaining the County's ability to participate in the final outcome rather than leaving the decision to an outside arbitrator was a key component in our bargaining strategy.

C. Board Goals

This proposed contract is aligned with the strategies in the Strategic Plan. Section A of the strategic plan addresses strategies associated with Service Improvement and A-2 provides direction for County managers and collective bargaining units to work together to develop solutions that promote flexible classification and compensation systems that do not inhibit excellent service delivery.

Voluntary labor agreements are directly related to the Board's strategic plan by valuing employees. The Board's goal of ensuring public safety is also addressed in this Agreement by ensuring more competitive compensation thus attracting and retaining quality employees in order to handle increased public safety service demands in the County.

Limiting the County's liability for future unfunded costs by removing or clarifying problematic language in the contract was another goal that the County's bargaining team worked to attain.

D. Financial and/or Resource Considerations

The total proposed increase of 4.25% for the Sheriff's Office bargaining unit members (deputy sheriffs) will cost the County approximately \$889,622 in year one and \$919,849 in year two, including benefits. The total cost for the two-year agreement will be approximately \$1,809,472. However, of the total 4.25%, one percent (1%) is offset by new contract language eliminating the need for shift change overtime. Staff analysis indicates that the total savings to be realized by the new language will be approximately \$410,000, which is almost exactly to a 1% salary increase. The net cost of the contract is therefore approximately \$1,400,000.

The proposed two percent (2%) Cost of Living Adjustment (COLA) for Department of Youth Services bargaining unit members (groupworkers) will cost the County approximately \$24,500 in year one and \$25,500 for year two, including benefits. Converting the compensation plan for groupworkers from ten (10) steps to seven (7) steps effective the first full pay period in January will cost approximately \$15,900 for the term of the contract. The total cost for the two year agreement will be approximately \$67,000.

E. Analysis

The tentative Agreement is for a two-year contract, July 1, 2007 – June 30, 2009. It includes wage, benefits and language changes to the previous agreement. A summary list is attached to this memorandum.

Deputy Sheriffs:

Currently, the pay for deputy sheriffs is approximately 10% below market. The County is proposing to continue picking up the PERS contribution for both years of the agreement. In addition, the County is proposing a 1.25% (\$530,965) market adjustment to make our salaries more comparable, a 2% COLA amounting to \$853,735 (forecast in the County's Financial Plan) and 1% (\$424,772) to compensate bargaining unit members for de minimus preliminary and post shift change activities. De minimus is defined as: donning and doffing of uniforms; exchange of key/chits; travel to assigned post, and a brief functional post briefing. This is a total package of 4.25% for year one and 4.25% for the second year of the agreement. The pay in year one will be retroactive to July 01, 2007.

The County is also proposing a 5% detective premium pay for year one and year two of the agreement to stay current with the market. Comparable organizations (those used in interest arbitration to determine best last offer) provide this premium.

Perhaps the most important change in the proposed contract from the County's perspective is the elimination of language that referred to unpaid pre-shift briefing, which has resulted in seven years of confusion, grievances and litigation.

Groupworkers:

Currently, DYS employees' salaries are among the top of the market. The County is proposing a 2% COLA for the first year of the agreement and a 2% COLA for the second year of the agreement to remain close to market for the DYS bargaining unit members.

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The pay plan for group workers will be reduced from 10 steps to 7 steps the first full pay period following January 01, 2008. This should facilitate the County's efforts to attract and retain qualified employees.

The increases in the total cost for the departments to implement the proposed changes may result in service level and/or staff reductions.

General:

The County is proposing two changes to disability leave.

The first change draws a distinction between the length of time health benefits are granted to those employees injured on-the-job versus those with non-occupational injuries. The County is proposing to fully maintain the health insurance benefits during a worker's compensation qualified leave up to one hundred eighty days from the first date of authorized time loss, provided that the medical prognosis indicates that the employee will be able to return to work within the 180 day period. Employees on Workers Compensation leave will not accrue TM or have holiday/personal time deducted from their personal banks if they have not been released to work.

The second change relates to non-occupational illness or injury. New language regarding time management (TM) donation clarifies that this program will not be available for an employee's own health issues in all but the most extreme situations. To make this happen, the County is proposing to offer all bargaining unit members an 80 hour bank of time that can only be used for the 80-hour elimination period for Short Term Disability leave. Once it is used, it will not be renewed. The bank cannot be sold or converted, even at termination. This bank should eliminate 99% of the need for donated TM for an employee's own health, and will eliminate the need for an employee to disclose personal medical information in order to receive donated TM, which is more aligned with the HIPPA laws. This change will result in eliminating TM donations related to this issue. The County's bargaining team believes that this will be a substantial savings in direct costs as well as administrative costs.

F. Alternatives/Options

1. Approve the proposed agreement.
2. Reject the proposed agreement.

IV. TIMING/IMPLEMENTATION

Following Board action, County staff is prepared to implement the approved changes including the retroactive pay increases and future pay plan changes for

Department of Youth Services bargaining unit members following January 01, 2008.

V. RECOMMENDATION

The County bargaining team recommends approval of the Board Order to ratify the proposed Agreement.

VI. FOLLOW-UP

After staff has implemented the Agreement, we will continue to develop working relationships with LCPOA representatives and its members.

VII. ATTACHMENTS

1. Board Order
2. Summary of proposed changes to the 2007-2009 PAA Bargaining Agreement
3. Proposed 2007-2009 LCPOA Bargaining Agreement.

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 PEACE OFFICERS'
) ASSOCIATION**

WHEREAS, a tentative agreement has been reached between Lane County's bargaining team and the Lane County Peace Officers' 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 attached tentative agreement between Lane County and the Lane County Peace Officers' Association be ratified and

IT IS FURTHER ORDERED that the Sheriff, 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 December, 2007.

Faye Stewart., Chair
Lane County Board of County Commissioners

APPROVED AS TO FORM
Date 12/11/07
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OFFICE OF LEGAL COUNSEL

SUMMARY
Changes to LCPOA Bargaining Agreement
2007-2009

Preamble

Incorporates or eliminated all outstanding Memorandums of Understanding, several of which were undated and had no expiration date.

Article VI:

Removes the unpaid pre-shift briefing language, which has been a seven year liability exposure for the County. Ends potential \$3 million dollar future liability.

Article X Wages

Sheriff's Office:

- 1.25% market adjustment
- 2% COLA
- 1% to compensate bargaining unit members for de minimus preliminary and post shift activities, including donning and doffing, an activity that has recently cost state of California millions of dollars.
- 4.25% total increase year 1
- 4.25% total increase year 2

Department of Youth Services:

- 2% COLA year 1
- 2% COLA year 2
- The pay plan for group workers will be reduced from 10 steps to 7 steps in January 01, 2008

Article XII Insurance

Changes to short, long-term and disability leave.
No additional changes to current benefit plan

Clarifies contract language for several provisions including:

Association Rights
Work Conditions
Time Management
Leave of Absence
Allowance and Equipment
Discipline and Discharge
Grievance Procedure
Time management donation program

Two Year Agreement, ending June 30, 2009.