



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
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1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

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AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FOR THE WEEK OF

DECEMBER 14 - 18, 1992

Tuesday, December 15, 1992 - 9:30 AM - Board Briefings. . . .Page 2
Tuesday, December 15, 1992 - 11:00 AM - Agenda ReviewPage 2
Tuesday, December 15, 1992 - 1:30 PM - Planning Item. . . .Page 2
Wednesday, December 16, 1992 - 1:30 PM - Executive Session. .Page 2
Thursday, December 17, 1992 - 9:30 AM - Regular Meeting . . .Page 3

PLEASE NOTE - THE BOARD
MEETS ON TUESDAYS ONLY, DECEMBER 22 AND DECEMBER 29, 1992

Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen at the following times:

Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers
Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222 OR MULTNOMAH COUNTY TDD PHONE 248-5040 FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

Tuesday, December 15, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Children's Services Division Presentation of Projected Fiscal Outlook and Program Cuts for Services to Delinquent Youth as a Result of Measure Five and Discussion of Impact to Multnomah County Youth in the Juvenile Justice System. Presented by Dwayne McNannay and Children's Services Division Representatives. 9:30 AM TIME CERTAIN, 60 MINUTES REQUESTED.
- B-2 Presentation of the Results of the Department of Revenue Performance Review Audit of the Division of Assessment and Taxation, Including Findings and Recommendations. Presented by Jim Kenney, Department of Revenue. 10:30 AM TIME CERTAIN, 20 MINUTES REQUESTED.

Tuesday, December 15, 1992 - 11:00 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-3 Review of Agenda for Regular Meeting of December 17, 1992.

Tuesday, December 15, 1992 - 1:30 PM

Multnomah County Courthouse, Room 602

PLANNING ITEM

- P-1 SEC 6-91a
HDP 4-91a Review the Case Concerning a Culvert-Fill Driveway Crossing Over a Tributary of Balch Creek. REHEARING, with Oral Argument On the Record Only, Limited to 15 Minutes Per Side, for Property Located at 6125 NW THOMPSON ROAD. 1:30 PM TIME CERTAIN, 60 MINUTES REQUESTED.

Wednesday, December 16, 1992 - 1:30 PM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) to Discuss Labor Negotiations. Presented by Darrell Murray. 1:30 PM TIME CERTAIN, 60 MINUTES REQUESTED.

Thursday, December 17, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Liquor License Application Renewals Submitted by Sheriff's Office with Recommendation for Approval as Follows:
Package Store for CORBETT COUNTRY MARKET, 36801 NE CROWN POINT HIGHWAY, CORBETT; and PLEASANT VALLEY MARKET, 16880 SE FOSTER, PORTLAND.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 ORDER in the Matter of the Execution of Deed D930818 Upon Complete Performance of a Contract to Ronald J. Welsh and John L. Welsh
- C-3 ORDER in the Matter of Contract 15717 for the Sale of Certain Real Property to Theodore James Theoe

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 PUBLIC HEARING and Consideration of an ORDER in the Matter of Offering to Surrender Jurisdiction to the City of Portland All County Roads Within the Areas Annexed to the City of Portland Effective June 30, 1992. 9:30 AM TIME CERTAIN.

NON-DEPARTMENTAL

- R-2 PROCLAMATION in the Matter of Proclaiming Appreciation to Carole Pope, Founder and Executive Director of "Our New Beginnings". RECEPTION IMMEDIATELY FOLLOWING. 20 MINUTES REQUESTED.
- R-3 BRIEFING in the Matter of the Report of the 1992 Multnomah County Citizen's Convention. Presented by Convention Chair Richard C. Levy. 10:00 AM TIME CERTAIN, 60 MINUTES REQUESTED.
- R-4 RESOLUTION in the Matter of an Intergovernmental Agreement with the Portland School District and City of Portland, Designating PILOT [Portion of Payments in Lieu of Taxes] Fund Use and Transferring Title to Dickinson Park and Kennedy School
- R-5 Second Reading and Possible Adoption of an ORDINANCE Establishing the Duties and Responsibilities of Purchasing, Contracts and Central Stores (From December 10, 1992)

DEPARTMENT OF SOCIAL SERVICES

- R-6 Budget Modification DSS #34 Requesting Authorization to Add \$75,000 Casey Foundation Funding to the Juvenile Justice Division Budget, for a Detention Alternatives Planning Project
- R-7 Budget Modification DSS #35 Requesting Authorization to Add \$100,000 to the Mental Health, Youth and Family Services Division, Developmental Disabilities Case Management Budget, from Portland Public Schools for the Evaluation and Eligibility Determination of Early Intervention Services and Early Childhood Education

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-8 ORDER in the Matter of Acceptance of a Deed from Columbia Brick Works, Inc. and the Economic Development Commission of the State of Oregon, Conveying Said Deed to Multnomah County for Road Purposes, Item No. 89-323. [Hogan Road, County Road No. 4974, South of Palmquist Road]
- R-9 ORDER in the Matter of Acceptance of a Deed from Columbia Brick Works, Inc., Eldon L. Erickson, Carol F. Erickson, Norma L. Hulett, Worley E. Jeffries, and Lola M. Jeffries, Conveying Said Deed to Multnomah County for Road Purposes, Item No. 89-324 and 89-325. [Hogan Road, County Road No. 4974, South of Palmquist Road]
- R-10 RESOLUTION in the Matter of the Improvement of N.E. Halsey Street, No. 4996 [Request for Condemnation of the Necessary Right-of-Way in the Vicinity of N.E. 192nd to N.E. 195th]
- R-11 RESOLUTION in the Matter of the Improvement of S.E. 242nd Drive, No. 4997 [Request for Condemnation of the Necessary Right-of-Way in the Vicinity of S.E. Hall to S.E. Division]
- R-12 ORDER in the Matter of the Grant of a STREET LIGHT FACILITY EASEMENT on County Land at the Exposition Center Parcel, George W. Force DLC, T2N, R1E, WM, Multnomah County, Oregon
- R-13 Intergovernmental Agreement, Contract #300983, Between Metropolitan Service District and Multnomah County, to Reimburse County Transportation Division for its Participation in the I-205/Milwaukie Preliminary Alternative Analysis Study to Select Future Light Rail Transit Routes, for the Period Upon Signature to September 30, 1993

PUBLIC COMMENT

- R-14 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

Meeting Date: DEC 16 1992

Agenda No.: E-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Labor Negotiations

AGENDA REVIEW/ Exec. Session Dec. 16, 1992 1:30 PM
BOARD BRIEFING REGULAR MEETING (date) (date)

DEPARTMENT Office of the Chair DIVISION Labor Relations

CONTACT Darrell Murray TELEPHONE X2595

PERSON(S) MAKING PRESENTATION Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 1 Hour

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

BOARD OF
COUNTY COMMISSIONERS
1992 DEC - 8 AM 10:29
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Madys McElroy
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

12/16/92 Executive Session Outline

A. Mental Health Memorandum of Exception

1. Procedural Posture

- a. Meeting w/Union
- b. Time Constraints
- c. Options

2. Proposed Changes

- a. MHD desire for changed effective date; effect on PERS & Holiday
- b. Union's proposed changes
- c. Precedent at Library & HSI

3. Board direction/recommendation

B. ONA Issues/No Budget Background Given

- 1. Overtime for on-call nurses in jail/\$228 impact 1/92 to 10/92
- 2. Weekend differential time frame adjustment/no cost

C. Budget Background For Following Decisions

D. ONA Issues

- 1. Possible trade of domestic partner coverage, a 90 day LTD waiting period (down from 180), six months health/dental premiums for LTD cases and premium conversion for drug testing and/or semi-monthly payroll

a. costs:

- i. domestic partner coverage = \$23,000
- ii. 90 day waiting period = 0.295% of pay (1988 est.)
or \$28,708 (using 1992 base)
- iii. premium conversion = 0
- iv. six months insurance coverage for LTD cases
- v. drug testing set up and administration

b. savings:

i. semi-monthly payroll \$11,000

c. procedure for bargaining these changes; timing

2. Extra step on each range

a. cost: \$115,000 (.91% of base plus rollup costs)

b. arguments for (strategic interests):

i. labor market standing

ii. competition for recruits/OHA shortage study

iii. potential for conflict at next bargaining

iv. credit for "gratuitous" gesture or

v. obtain a more concrete quid pro quo

vi. only \$0.58 of each \$1 wage impacts gen. fund

c. arguments against

i. is an additional labor cost

ii. can get by for now without it

iii. ONA not cooperative with freeze

iv. may reduce services

v. "credit" may be forgotten later

vi. may still be low in market

vii. effect on other bargaining units

d. Billi Odegaard's view

e. procedure for bargaining this change; timing

f. Requesting only preliminary direction to survey this spring; would come back late in budget cycle with

firm

Board

in

data on market standing, and recommendation. If

says yes, should quietly place contingent set-aside

some inconspicuous category of the budget.

g. Board direction/recommendation

E. MCCOA Issues

1. Status of Bargaining

a. Arbitrator Jane Wilkinson

b. February 19 - March 4

- c. 75 to 100 issues
- 2. Retiree Insurance
 - a. Everyone has it except MCCOA
 - b. Participated in study of cost
 - c. cost is .77% of payroll
 - d. already taking 1.05% of payroll for pre-funding MCCOA benefit
- 3. Longevity Pay For 14+ years
 - a. MCDSA got it last time in arbitration
 - b. Similar comparables
 - c. would cost \$117,000 (0.7% of base)
- 4. Parity
 - a. Different conceptions of "parity"
 - i. MCCOA's fondest dream form
 - ii. Murray's more limited conception
 - b. Market comparability on parity
 - i. State of Oregon/rest of world
 - ii. Washington & Clakamas Counties
 - c. Arbitrator's views of parity
 - i. Tongue
 - ii. Stratton
 - d. Functional overlaps
 - i. custodial activity
 - ii. exposure to criminals
 - iii. risk of injury
 - iv. transport, court guards, special assignments
 - e. ACA standards & MCSO accreditation application

- f. Sheriff's desires for Deputy I through IV
 - i. overview of structure
 - ii. how that structure might relate to County strategic interests
 - aa. costs
 - ab. affirmative action
 - ac. operational integration and efficiency
 - ad. possibly one bargaining agent for CO's/Deps
 - iii. political considerations
 - aa. Public Safety 2000
 - ab. Organic Reformation
- g. Prospects for outcomes in future arbitrations
 - i. Highly speculative/not supply-demand driven
 - ii. Arbitration's institutional bias
 - aa. advertant arbitral behavior
 - ab. incidental institutional results (chance)
 - iii. My best guess
- 5. Recommendation
 - a. 4% year 1 plus standard CPI clauses 2nd & 3rd years
 - b. Plus retiree insurance and longevity year 1
 - c. Plus functional/educational parity clause for year 2
 - d. Insist on nominal cap on insurance for parity
- 6. Posture in arbitration if recommendation fails to =
settle
- 7. Footnote re: compression of command officers
- 8. Board direction

MEMORANDUM OF EXCEPTION

I. Parties And Authority

The parties to this Memorandum of Exception (hereinafter "MOE") are Multnomah County, Oregon (hereafter "County") and AFSCME, Local 88 (hereinafter "Union"). This MOE is made pursuant to Article 26 of the 1992-95 collective bargaining agreement (hereinafter "1992-95 agreement") between the parties. The parties agree as follows:

II. Purpose

The purpose of this MOE is to set forth certain terms and conditions of employment, not otherwise provided by the 1992-95 agreement, applicable to certain individuals who were employed by a private non-profit mental health corporation (hereafter "corporation" or "sending corporation") and subsequently hired by the County effective October 1, 1992 or January 1, 1993. These employees performed discharge planning or involuntary commitment investigation functions for the corporation and will perform substantially the same functions for the County.

III. Substantive Provisions

A. Employee Rights and Benefits. The individuals covered by this agreement are listed in Addendum A which is attached hereto and by this reference incorporated in this MOE. The parties agree that the rights and benefits of individuals listed in Addendum A who commence work for the County on or before January 1, 1993 shall be governed exclusively by the terms of the 1992-95 agreement, except as follows:

1. Employees Covered, Date of Hire By County, Classification, Seniority and Anniversary Dates. The initial job classification, pay rate and step with the County of covered employees shall be as listed in Addendum A. The initial county seniority date of each covered employees shall also be as set forth in Addendum A. Seniority credit shall be calculated from that date by applying the same rules as apply to other local 88 bargaining unit members, including continuity of service, offsets for unpaid leaves, etc. **However, the classification seniority date of employees listed in Addendum A shall be the date on which they commenced active employment for the county (not the sending corporation) in the classification listed in Addendum A.**

However, such seniority credit granted for periods of service with the sending corporation shall not apply for any purpose related to retirement under Public Employee Retirement System ("PERS") unless permitted by the statutes and Oregon Administrative Rules governing the PERS, or for purposes of County retiree insurance eligibility. The employee's anniversary date shall be as listed on Addendum A and adjusted after January 1, 1993 **December 31, 1992** using the same rules normally applied to other local 88 bargaining unit members.

OK
*
OK
WOULD NOT
GIVE RET.
INS. CREDIT
TO NP HIRERS

2. Vacation Leave. Employees listed on Addendum A who commence regular full-time service with the County on or before January 1, 1993 shall be permitted to carry to County employment up to eighty (80) hours of accumulated vacation. The use or other payoff of such vacation shall be governed by the terms of the 1992-95 agreement or its successor(s), whichever applies.

* 3. Sick Leave. Employees listed on Addendum A who commence regular full-time service with the County on or before January 1, 1993 shall be permitted to carry to County employment their respective accumulated sick leave; PROVIDED that it is understood that **whether** such sick leave hours are **not** creditable for any purpose related to the Public Employee Retirement System including, but not limited to, calculation of final average salary **shall be governed exclusively by applicable state statutes and administrative rules governing PERS.**

* 4. Health and Dental ~~Other~~ Insurance. Subject to timely enrollment, the individuals listed in Addendum A and their eligible dependents or domestic partner, whichever applies, shall be eligible for medical coverage at the same time and on the same basis as if they were new hires effective ~~January 1, 1993~~ **December 31, 1992.** However, the 6 month waiting period will be waived for dental coverage and, subject to timely enrollment, coverage shall begin at the same time as medical coverage. **Further, the carrier's right to decline extending coverage of short-term disability insurance to an employee listed on Addendum A is who applies for such coverage shall be waived.**

OK 5. Probationary Period. Individuals listed in Addendum A ~~who have less than six (6) months seniority at the time they commence work with the County on or before January 1, 1993 shall continue to be probationary employees until they have accrued six (6) months of seniority.~~ **shall be deemed to have passed initial probation.**

OK 6. Civil Service Status. Individuals listed in Addendum A ~~who commence work with the County on the applicable date listed in Addendum A shall not be deemed to have acquired civil service status until and unless the Board of County Commissioners adopts an ordinance granting such status. After such ordinance is adopted, the exercise of civil service rights by such employees shall be governed by the ordinance and rules establishing the civil service system and its details unless otherwise prescribed by the 1992-95 agreement.~~

B. No Third Party Beneficiaries. ~~The parties hereto do not grant rights or benefit hereunder to any party not a signatore to this agreement.~~

* C. No Duplicate Benefit Allowed. ~~In the event a vacation or sick leave benefit transferrable between the corporation and~~

~~the County hereunder is compensated or otherwise paid off by the corporation, the credit for such benefit shall not be exercised with or compensable by the County.~~

D. Severability. In the event any portion of this MOE is deemed unlawful or unenforceable by decision of a court or administrative agency of competent jurisdiction, such invalidity shall only affect the portion of this agreement specified in the decision, and the remaining portions hereof shall not be affected.

E. Entire Agreement. This written instrument constitutes the entire MOE between the parties.

OK F. Duration and Modification. This MOE shall be deemed to have the same duration as the 1992-95 agreement and shall remain in effect unless modified expressly or by clear implication in the process of bargaining for any successor to the 1992-95 agreement pursuant to ORS 243.650 et. seq. or by state or federal law enacted subsequent to the date this MOE is executed.

~~G. Enforcement. Any alleged breach of this MOE by the employer shall be enforced through and subject to the provisions of Article 18, Settlement of Disputes, of the 1992-95 agreement or its successor(s).~~

DONE this day, _____, 199__.

For the Union:

For the County:

Jim Smith, Business
Manager

Darrell Murray, Deputy
Labor Relations Manager

Addendum A (of MOE dated 12/92)

<u>Name</u>	<u>Job Class</u>	<u>County Seniority Date</u>	<u>Class Seniority Date</u>	<u>Anniv. Date</u>	<u>1/1/93 Pay Rate</u>
Judith Pike	Case Mgr/ Senior	6/15/87	6/15/87	6/15/87	\$13.43
Regina Feliciano	Inv. Commit. Investigator	11/20/86	11/20/86	9/16/89	\$14.79
Larry Smith	Inv. Commit. Investigator	5/11/87	8/18/87	11/11/87	\$14.79
Greg Monaco	Inv. Commit. Investigator	11/18/85	10/19/87	10/19/87	\$16.16
Robert Skall	Inv. Commit. Investigator	3/18/85	3/18/85	3/18/85	\$16.16
Loren Linden	Inv. Commit. Investigator	5/18/89	5/18/89	5/18/89	\$14.79
Shawin Khan	Inv. Commit. Investigator	9/1/89	9/1/89	9/1/89	\$14.79
Daniel Coker	Inv. Commit. Investigator	10/14/84	10/14/84	5/22/90	\$14.79
Manual Mike*	Inv. Commit. Investigator	12/1/63	7/1/73	7/1/73	\$22.17*
William Toomey*	Inv. Commit.	7/1/77	7/1/77	12/1/82	\$18.96*

* The wage rates of these employees are frozen until such time as the range applicable to their job classification equals the frozen rate. Thereafter, the rates shall be adjusted at the same time and same amount as the range is adjusted, subject to the terms of the 1992-95 agreement.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY
PAULINE ANDERSON
GARY HANSEN
RICK BAUMAN
SHARRON KELLEY

PLANNING & BUDGET

PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Darrell Murray
FROM: Dave Warren
DATE: December 15, 1992
SUBJECT: Cost of Proposals for ONA

1. The cost of adding a new top step for each range for each range (except LPN) is \$88,558 (\$115,700 including rollups) -- approximately the equivalent of a 0.91% across the board increase for the bargaining unit as a whole.

I have based this estimate on the 252 members of the bargaining unit in the payroll system as of November 27, 1992. Since the increase would only cover employees at the top step, the actual dollar amount should be reasonably correct.

The costs are based on the pay scale in effect on July 1, 1993, so that the estimate is for fiscal year 1993-94.

This estimate is based on the 68 members of the bargaining unit (other than LPN's) who are currently at the top step of their ranges. I assumed that as of July 1, 1993, all of these employees would move to the proposed new step. I did not attempt to correct for employees who have moved into the top step during the last six months. To the extent that these employees would not move into the new top step until sometime after July 1, the estimate will be slightly high. On the other hand, I made no assumption about employees not at the top step in November who may reach the top step during the next six months and, therefore, would be eligible for a further increase next year for part of the year..

2. The cost of extending domestic partner coverage to the bargaining unit will be approximately \$23,000. Of this amount, \$20,800 would result from extending medical coverage to the 214 members of the bargaining unit covered in November 1993. The balance of the cost \$2,200, would result from dental coverage.

I have used the same methodology for developing this estimate as I used for AFSCME and exempt employees. Kaiser coverage is computed based on the surcharges already established by Kaiser for 1993-94. ODS (County self-insurance) rates include the conservative 2% increase used as a preliminary figure. The total number of parties covered is predicted to change from the current 441 (assuming "family coverage" is for 3 individuals) to 448.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY

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PLANNING & BUDGET

PORTLAND BUILDING

1120 S.W. FIFTH - ROOM 1400

P. O. BOX 14700

PORTLAND, OR 97214

PHONE (503)248-3883

TO: Darrell Murray

FROM: Dave Warren

DATE: December 15, 1992

SUBJECT: Corrections Officers' Proposals

I have based all the following analysis on the 334 members of the bargaining unit listed in the payroll system on November 27, 1992. The authorized, budgeted workforce in the bargaining unit totals 337.1 FTE, so that variances from the November employee amounts will be less than 1%.

The employees in question, at their November rates of pay, will be paid \$11,467,111 in base wages. The "rollup" amount (the costs of retirement, workers compensation, unemployment, etc.) will be \$4,909,096. The total cost (for comparison purposes) is \$16,376,267.

1. A 2.5% longevity increase (on top of current base and incentive pay) with employees with 14 or more years of service will cost an additional \$81,920 in base wages, and with rollups will cost \$116,989.

Of the current employees, 78 currently have hire dates of 1978 or earlier, and 4 were hired in 1989. A 2.5% increase in base cost for these employees would cost about 0.7% (seven-tenths of a percent) of the base pay for the existing bargaining unit as a whole.

2. a., A "parity" clause giving employees with a bachelor's degree the same base wage scale as Deputies and Police Sergeants would cost \$188,393 more in base pay, and \$269,045 more including rollups. This additional cost for the subgroup that would be eligible is the equivalent of the cost of an additional 1.6% COLA for the bargaining unit as a whole.

This computation involves a number of assumptions:

- the cost is an addition to a 4% COLA for those bargaining unit members not eligible for this pay status,
- 20% of Corrections Officers will be eligible for this pay status immediately, 80% of Sergeants,
- those who receive this pay would move onto a matrix of pay ranges that starts with the base pay for Deputy Sheriffs and Police Sergeants and applies the current Corrections Officer incentive percentages to that base,
- the eligible employees will not receive shift differential.

Discussion of the assumptions follows.

The estimate is the cost in addition to a 4% COLA. The estimated cost is in addition to a 4% COLA for the bargaining unit. Because the proposal is to move certain employees to a status of parity with their equivalents in the MCDSA bargaining unit that already has received a cost of living adjustment, the estimated pay of those eligible for this pay status will be misleading unless it is compared with some overall COLA for the bargaining unit. That is, the amount I estimate will be paid to the eligible employees is \$ 321,777 higher

than their current pay (\$459,831 including rollups). A 4% COLA for these same employees would cost \$133,384 (\$190,486). I assume the difference between an across the bargaining unit COLA and the cost of "parity" for this subgroup is better information than the raw additional cost.

There is nothing sacred about a COLA of 4%. I used it because that was the COLA agreed to by the Deputy Sheriffs. Other COLA assumptions would change the net cost of this item. Note, however, that this "parity" cost will exceed the equivalent COLA for the employees in this subgroup for any COLA less than 9.5% for the bargaining unit as a whole. The amount that it exceeds the COLA depends on what the COLA is.

Eligibility for "parity" pay. The number of employees who are eligible for this pay is a serious question as well. If more than 20% of Corrections Officers meet the degree requirements, then my cost estimate will be seriously understated. If fewer than 80% of Sergeants meet the degree requirements, then my estimate will be overstated. If this item becomes the basis for an arbitrator's award, the County and the arbitrator would be well served by establishing the actual status of current employees, rather than relying on an estimate.

The range for "parity" pay. In costing this feature, I established a set of ranges for the job classes in question using the latest Deputy Sheriff and Police Sergeant ranges as the base and applying the current incentive percentages to those bases to establish the ranges for the classes with incentive pay. The ranges I used follow. For the cost assuming these employees receive the same pay as the members of MCDSA, see item 4 below.

Classification	1	2	3	4	5	6
Corrections Officer	14.81	15.84	16.55	17.13	17.85	18.55
+ 3%	15.25	16.32	17.05	17.64	18.39	19.11
+4%	15.40	16.47	17.21	17.82	18.56	19.29
+7%	15.85	16.95	17.71	18.33	19.10	19.85
Sergeant	17.67	18.42	19.15	19.85	20.63	21.60
+4%	18.38	19.16	19.92	20.64	21.46	22.46
+6%	18.73	19.53	20.30	21.04	21.87	22.90
+7%	18.91	19.71	20.49	21.24	22.07	23.11

Shift Differential. It is difficult to estimate the exact savings from not applying shift differential to the employees receiving "parity" pay without much further analysis of what shifts which officers work. However, I am under the impression that for the bargaining unit as a whole, shift differential averages 1.9% of base wages. Assuming the same percentage would apply to this subgroup, then the overall cost of this option will be \$63,358 less than the figures quoted above (\$90,477 less including rollups). Again, this savings will vary depending on COLA.

2. b. If 2.5% longevity pay were added to this option, the total cost of longevity pay would be \$85,874 (\$122,637 including rollups) -- a number \$5,648 higher than longevity pay for the bargaining unit at current rates.

3. The cost of adding a step to the top of each range will be \$189,682 (\$270,885 including rollups). This cost assumes that all 171 employees in the top step of the current ranges will automatically move to the new top step. To the extent that some may have reached step 6 of the current ranges during the last year, this number may be overstated.

4. The cost of the "parity" clause for this bargaining unit with the same incentive plan as MCDSA (using their ranges) would be \$1,017,842 (\$1,453,581 including rollups).

Assuming that everyone in the Corrections Officers bargaining unit would move to the same step they now occupy of the ranges used by MCDSA, this clause would cost \$1,017,842 more than a 4% COLA, the equivalent of an additional 8.5% COLA for the bargaining unit as a whole. I have attached a copy of the relevant range from the MCDSA contract.

This is the outside cost. From this number would be subtracted the savings from eliminating shift differential (\$227,000 in base pay savings).

Assuming that the distribution of "parity" pay under this clause would be limited to those who would receive it under the assumptions in item 2 above, but that they would be paid at the rates included in MCDSA's ranges rather than the invented ranges used in item 2 above, the cost would be significantly less. -- \$229,610 in base pay over a 4% COLA (\$327,907 including rollups). Again, this cost would be offset by reduced shift differential pay for the subgroup involved, about \$63,000 in base and \$90,000 including rollups.

Appendix A

Effective July 1, 1992

CLASSIFICATION	STEPS					
	1	2	3	4	5	6
DEPUTY SHERIFF	14.81	15.84	16.55	17.13	17.85	18.55
DEPUTY SHERIFF I	15.17	16.24	16.96	17.59	18.29	19.06
DEPUTY SHERIFF II	15.39	16.49	17.22	17.80	18.55	19.31
DEPUTY SHERIFF III	15.53	16.64	17.36	17.98	18.73	19.50
DEPUTY SHERIFF IV	16.27	17.41	18.20	18.88	19.64	20.48
SCIENTIFIC INVESTIGATOR	16.15	16.81	17.50	18.25	18.94	19.67
SCIENTIFIC INVESTIGATOR I	16.57	17.24	17.91	18.71	19.43	20.19
SCIENTIFIC INVESTIGATOR II	16.82	17.51	18.18	18.99	19.68	20.49
SCIENTIFIC INVESTIGATOR III	16.97	17.64	18.34	19.17	19.91	20.68
SCIENTIFIC INVESTIGATOR IV	17.78	18.49	19.19	20.06	20.83	21.63
SERGEANT	17.67	18.42	19.15	19.85	20.63	21.60
SERGEANT I	18.12	18.89	19.61	20.32	21.14	22.16
SERGEANT II	18.40	19.18	19.91	20.61	21.44	22.48
SERGEANT III	18.54	19.31	20.09	20.82	21.66	22.68
SERGEANT IV	19.45	20.25	21.04	21.84	22.72	23.77

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ONA INT. BY: IMK									
Current amount	Current pay date	Semi monthly	Monthly	Semi monthly Amount	Monthly Amount	days funds held emi monthl	days funds held Monthly	Interest earned at 4.00%	Interest earned at 4.00%
310,167	03-Jan-92	03-Jan-92		336,014		0			
310,525	17-Jan-92	20-Jan-92	31-Jan-92	336,402	672,029	3	14	112	1,045
310,883	31-Jan-92	05-Feb-92		336,790		5		187	
311,241	14-Feb-92	20-Feb-92	28-Feb-92	337,178	673,579	6	14	225	1,048
311,600	28-Feb-92	05-Mar-92		337,567		6		225	
311,959	13-Mar-92	20-Mar-92	31-Mar-92	337,956	675,133	7	18	263	1,350
312,319	27-Mar-92	03-Apr-92		338,346		7		263	
312,679	10-Apr-92	20-Apr-92	30-Apr-92	338,736	676,691	10	20	376	1,504
313,040	24-Apr-92	05-May-92		339,126		11		414	
313,400	08-May-92	20-May-92	31-May-92	339,517	678,252	12	23	453	1,733
313,762	22-May-92	05-Jun-92		339,909		14		529	
314,124	05-Jun-92	19-Jun-92	30-Jun-92	340,301	679,817	14	25	529	1,888
314,486	19-Jun-92	03-Jul-92		340,693		14		530	
314,848	03-Jul-92	20-Jul-92	31-Jul-92	341,086	681,386	17	28	644	2,120
315,211	17-Jul-92	05-Aug-92		341,479		19		721	
315,575	31-Jul-92	20-Aug-92	31-Aug-92	341,873	682,958	20	31	760	2,352
315,939	14-Aug-92	04-Sep-92		342,267		21		799	
316,303	28-Aug-92	18-Sep-92	30-Sep-92	342,662	684,534	21	33	800	2,510
316,668	11-Sep-92	05-Oct-92		343,057		24		915	
317,033	25-Sep-92	20-Oct-92	31-Oct-92	343,452	686,113	25	36	954	2,744
317,398	09-Oct-92	05-Nov-92		343,848		27		1,032	
317,764	23-Oct-92	20-Nov-92	30-Nov-92	344,245	687,696	28	38	1,071	2,904
318,131	06-Nov-92	04-Dec-92		344,642		28		1,072	
318,497	20-Nov-92	18-Dec-92	31-Dec-92	345,039	689,283	28	41	1,073	3,140
318,865	04-Dec-92								
319,232	18-Dec-92								
8,181,649				8,172,181	8,167,472			13,947	24,339