



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY •	Chair	• 248-3308
PAULINE ANDERSON •	District 1	• 248-5220
GRETCHEN KAFOURY •	District 2	• 248-5219
RICK BAUMAN •	District 3	• 248-5217
POLLY CASTERLINE •	District 4	• 248-5213
JANE McGARVIN •	Clerk	• 248-3277

EXECUTIVE SESSION

January 31, 1989

PRESENT: Commissioner Gladys McCoy, Chair; Commissioner Pauline Anderson; Commissioner Gretchen Kafoury (Late); Commissioner Rick Bauman. Excused: Commissioner Polly Casterline

PURPOSE: Discussion of Labor Negotiations and Bargaining with Deputy County Sheriffs and Corrections Officers

Darrell Murray, Labor Relations Division, discussed wage increase expectations and contract duration for the above labor union negotiations.

The Board gave Mr. Murray authority to work for a three-year contract, to offer up to a 4% wage increase for 1989/90; a 5% CPI maximum for 1990/91 and 5.5 CPI maximum for 1991/92; and to support the new restructured health plan package as a third alternative.

Barbara E. Jones
Assistant Clerk of the Board

DATE SUBMITTED 1-18-89

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Labor Negotiations

Informal Only* 1-31-89 (Executive Session)
(Date)

Formal Only _____
(Date)

DEPARTMENT General Services

DIVISION Labor Relations

CONTACT Darrell Murray

TELEPHONE 6856

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Darrell Murray

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This is a request for an executive session to discuss labor negotiations and obtain board direction on bargaining matters.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 1/2 hour

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Linda DeLusenda

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts) _____

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

CLERK OF
COUNTY COMMISSIONER
1989 JAN 24 PM 4:34
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
RICK BAUMAN

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14th FLOOR
PORTLAND, OR 97204-1934
(503) 248-3300

OFFICE OF THE DIRECTOR	(503) 248-3303
PLANNING & BUDGET	(503) 248-3883
COUNTY COUNSEL	(503) 248-3138
EMPLOYEE SERVICES	(503) 248-5015
FINANCE	(503) 248-3312
LABOR RELATIONS	(503) 248-5135

CONFIDENTIAL

MEMORANUM

DATE: January 26, 1989

TO: Chair Gladys McCoy
Commissioner Pauline Anderson
Commissioner Rick Bauman
Commissioner Polly Casterline
Commissioner Gretchen Kafoury

FROM: Darrell Murray, Deputy Labor Relations Manager -D

SUBJECT: Background for 1/31 Executive Session re: Negotiations/MCCOA & MCDSA

Synopsis

You will be briefed Tuesday on upcoming Corrections Officer and Deputy Sheriff negotiations, and asked for economic parameters within which I am to negotiate. These negotiations will end either by a negotiated settlement or by a binding arbitration award issued by a private party. (These bargaining units cannot strike.) The arbitrator must consider criteria set by statute. The most important ones are the public interest, the County's financial constraints, consumer prices, and terms of employment accorded comparable employees by other private and public employers in the labor market area.

Negotiations with Corrections Officers and Deputy Sheriffs are different in critical ways than negotiations conducted with all other County bargaining agents. These differences involve the manner in which impasse is resolved. The impasse resolution for most county employees in simplified form goes something like this:

1. Bargaining begins face to face. If this fails to produce agreement within a "reasonable period", either party may request

2. Mediation, an attempt by an individual appointed by the Oregon Employment Relations Board (ERB) to induce a voluntary settlement of the disputed issues. After 15 (calendar) days after mediation commences, either party may, in the absence of agreement, request
3. Factfinding, a formal hearing process in which a private party selected from a list supplied by the ERB receives testimony and evidence from both sides and renders a written, non-binding recommendation. If either side rejects the factfinding recommendation a period known as the
4. Cooling-off period begins, during which the parties typically meet and attempt to negotiate a settlement. After thirty days, the Union may legally give 10 days notice of its intent to
5. Strike, and the employer may give reasonable notice of its intent to unilaterally implement its Final Offer. Neither action may occur until expiration of the notice period.

Deputy Sheriffs and Corrections Officers do not undertake factfinding and may not legally strike. Instead, their disputes are ultimately submitted to a private party selected, and who conducts a hearing, in the same manner as a factfinder. This individual then issues a binding arbitration award, which determines the final terms of the contract. The Board and Union must accept the award, regardless of the merits.

The criteria which an arbitrator is obligated to consider under ORS 243.746 (4) can be paraphrased as follows:

- a. The limits of the County's legal authority;
- b. Stipulations of the parties;
- c. The public interest, and the County's financial constraints;
- d. County wages, benefits and working conditions compared with those of other similar public and private employers in the relevant labor market area;
- e. Changes in the consumer price index (CPI)
- f. Total compensation received by bargaining unit members
- g. Other relevant factors

The arbitrator is not required to give particular weights to these factors; they are simply decision criteria to be considered. However, experience suggests that the three criteria most often used as the primary basis for arbitrator awards are comparability (d), public interest and financial constraints (c), and consumer prices (e).

I hope the foregoing is not redundant and provides a basis for our discussion on Tuesday, January 31. I will be asking you primarily for initial economic parameters within which I am to negotiate.

I look forward to meeting with you Tuesday.

enclosure



MULTNOMAH COUNTY OREGON

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MEMORANDUM

TO: Chair Gladys McCoy
Commissioner Pauline Anderson
Commissioner Rick Bauman
Commissioner Polly Casterline
Commissioner Gretchen Kafoury

FROM: Darrell Murray, Deputy Labor Relations Manager - (1)

SUBJECT: Confirmation of Bargaining Parameters

BOARD OF
COUNTY COMMISSIONERS
1989 FEB - 1 PM 2:46
MULTNOMAH COUNTY
OREGON

This is to confirm that the Board has authorized me to offer, when and if the time appears appropriate, across the board wage adjustments to Corrections Officers and Deputy Sheriffs not to exceed four percent (effective July 1, 1989), five percent (effective July 1, 1990) and five and one-half percent, effective (effective July 1, 1991). (The figures for July 1, 1990 and 1991 are to be ceilings on cost of living formulas, rather than fixed percentages. The formula may have a floor, however, not exceeding three percent in each of those years.)

In addition, the Board has authorized me to seek a three year agreement (July 1, 1989 through June 30, 1992). Also, I may propose a cap on the employer's contribution toward health insurance as an alternative to the restructuring of the Blue Cross plan. The cap will not exceed the actual cost of health insurance premiums for FY 89-90, with ten percent maximum increases in each of the second and third years. However, the restructuring option is to be the County's explicit preference and, if selected, the County would continue to pay the full health insurance premium for the life of the agreement.

Please let me know if the foregoing is inaccurate in any way. Otherwise, I will periodically forward materials as circumstances dictate and do not anticipate need for another executive session for several months. If you have any questions in the interim, please don't hesitate to call and I will be happy to provide you with whatever assistance I can provide.

Thank you for your time.

WAGE INCREASE COMPARISONS

CONFIDENTIAL

FISCAL YEAR	CITY*	MCDSA	MCCOA	LOC. 88	CPI PTLD.**	CPI NATL.		
1980-81	9.3%	8.0%	7.5%	10.0/6.0%	252.2	10.7%	248.0	13.0%
1981-82	9.0%	3.0%	0.0%	3.1%	279.2	10.7%	274.6	10.7%
1982-83	6.5%	6.0%	5.4%	3.0/2.0%	290.6	4.1%	291.8	6.3%
1983-84	0.0%	2.0%	0.0%	0.0%	286.4	-1.4%	298.2	2.2%
1984-85	5.0/5.0%	4.0%	5.0%	4.0%	294.6	2.9%	307.5	3.1%
1985-86	5.0%	5.0/2.5%	6.0/2.5%	4.0%	303.2	2.9%	319.1	3.8%
1986-87	3.0/2.0%	3.5%	3.0%	3.0%	303.4	0.1%	322.9	1.2%
1987-88	4.0%	2.0/2.0%	4.0/4.0%	2.5%	309.9	2.1%	335.6	4.0%
TOT***	60.5%	45.0%	44.0%	43.9%		36.1%		53.1%
1988-89	NA	3.7%	4.0%	3.2%	319.7	3.2%	349.1	4.0%
TOT	NA	50.3%	49.8%	48.5%		40.5%		59.2%

* Notes on wage increases:

City of Portland Police received a 3.0% increase in July of 1986 and a 2.0% increase in May of 1987. Both are shown under FY1986-87.

MCDSA, as well as the other Multnomah County bargaining units, became part of the PERS retirement system and received 6% PERS pickup as part of their FY1981-82 increase. The PERS benefit was worth more to MCDSA and MCCOA than to Local 88, since the former got PERS Police and Fire coverage. The City of Portland police are not on the PERS retirement plan.

MCDSA bargained for PERS sick leave in application to final average salary, valued at 1.2% of payroll, during negotiations for the 1987-89 contract. MCDSA and the other units received the benefit early in 1988. Although the value of PERS sick leave was taken into account in subsequent MCCOA and Local 88 negotiations, MCDSA probably paid a higher price for the benefit than the other units because negotiations with them immediately preceded the decision to implement it.

MCDSA also benefited from erosion of requirements for incentive pay in 1987-89.

MCCOA got no increase in 1981-82 other than PERS pick-up.

MCCOA's actual average increase in July 1982 was 5.36%, the figure which appears to have been used to calculate the increases instead of 5.4%. The 3% and 6% incentive levels were eliminated in 1982, leaving the 4% and 7% levels.

MCCOA was awarded a windfall payment for briefing time in 1985, effective April 15, 1986.

Local 88 received 10% plus \$100 retroactive pay in August 1980.

Local 88's FY1980-81 and FY1981-82 increases are complicated by the shift to an eight-hour day and implementation of the PERS retirement plan and pick-up. In January 1981 they received 44¢ per hour for the exclusion of meal periods and the change to an eight-hour day, which is shown above as a 6% increase in FY1980-81. (The actual increase varied by position and step: entry level OAI's received 8.2%, while entry level sanitarians received 5.6%, for example. Of course, in percentage terms, entry level people benefited more than others at higher steps.) For July 1981 the Local 88 contract specified a 9.1% increase over the August 1980 rates plus the 44¢ per hour actually awarded in January, but they in fact received 6% PERS pick-up and a 3.1% increase over the August rates plus the 44¢ per hour. The July 1981 increase is shown as a simple 3.1% increase, although the real increase over the January rates comes to about 2.9%, the figure used in calculating the cumulative increase above.

Local 88 received one step increase, which came to about 3%, in July 1982. In July 1987 they received a 2.5% increase plus pay equity increases for selected positions, which came to 1.5% of payroll.

** CPI is the July to July CPI-W. MCDSA contracts used the March to March Portland index until the July 1986 wage adjustments, when the national March to March index began to be used. The MCCOA contract "Through June 30, 1987" used the national March to March CPI-W. The Local 88 1984-86 contract used the Portland March to March CPI-W, but their increases for July 1, 1989, will be based on the national March to March CPI-W. The Portland indexes listed above for 1987-88 and for 1988-89 are for the first halves of those years, rather than for July, since July figures are not available.

*** TOTAL is the cumulative increase compounded.

1/26/89
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