



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 03/25/11)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 7-21-11
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/21/11
Agenda Item #: R.2
Est. Start Time: 9:35
Date Submitted: 7/7/11

Agenda Approval of Multnomah County and the Multnomah County Corrections Title: Deputies Association (MCCDA)'s Agreement (Reopener for 2010-2011)

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>July 21, 2011</u>	Amount of Time Needed:	<u>10 minutes</u>
Department:	<u>Dept. of County Management</u>	Division:	<u>Central HR/Labor Relations</u>
Contact(s):	<u>Blaise M. Lamphier, Labor Relations Manager</u>		
Phone:	<u>503 988-5135</u>	Ext.	<u>22168</u> <u>503/3/300</u>
Presenter Name(s) & Title(s):	<u>Blaise M. Lamphier, Chief Deputy Michael Shults, MCSO, Doug Hewitt, Corrections Deputy & Exec. V.P. of MCCDA.</u>		

General Information

1. What action are you requesting from the Board?

Approval of a COLA freeze and an extension through June 30, 2017 of the labor agreement between the County and the Multnomah County Corrections Deputies Association (MCCDA) covering the Corrections Deputies and Corrections Sergeants employed by the County.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The current collective bargaining agreement (CBA) between the County and MCCDA, as extended through June 30, 2014, includes a limited reopener on Wages and Classification; Health and Welfare; and two (2) other Articles determined by each party for 2010-2011.

The parties came to an agreement for both the Reopener of 2010-2011 (with the exception of Article 17 pertaining to training which is currently pending a ruling by the Employee Relations Board) and a three (3)-year extension of the CBA through June 30, 2017.

The agreement, which was ratified by the membership of MCCDA on July 7, 2011, is now subject to ratification by the Board of County Commissioners.

The highlights of this agreement are as follows:

- Effective July 1, 2010 (FY 2011): 0% COLA (No increase, COLA freeze)
- Elimination of the additional 6% OPSRP Local Option for new hires upon ratification
- Phase-out of the additional 6% OPSRP Local Option for existing OPSRP members during

agreement

- Health and Welfare ONLY Reopener no later than January 1, 2013 for calendar year 2014
- Limitation of workers' compensation supplemental pay to 24 months
- Three (3)-year extension of the current CBA with scheduled COLA increases as follows:
 - July 1, 2014 (FY 2015) 1% to 4% based on CPI-W Portland 2nd Half 2012 to 2nd Half 2013
 - July 1, 2015 (FY 2016) 1% to 4% based on CPI-W Portland 2nd Half 2013 to 2nd Half 2014
 - July 1, 2016 (FY 2017) 1% to 4% based on CPI-W Portland 2nd Half 2014 to 2nd Half 2015

3. Explain the fiscal impact (current year and ongoing).

Wage Increases – the following highlights the impact of the proposal for current and future wage increases.

- The agreement calls for a 0% COLA for FY 2011. This is estimated to reduce personnel costs by approximately \$830,000. Personnel costs include base pay, associated benefits and insurance.
- Future COLA increases will change based on the CPI-W Portland 2nd Half with the following floors and ceilings:

Year	Floor	Ceiling
FY 2012	2%	2%
FY 2013	2%	5%
FY 2014	2%	5%
FY 2015	1%	4%
FY 2016	1%	4%
FY 2017	1%	4%

OPSRP Additional 6% PERS Pickup (Tier 3 Members Only) – the proposal also phases out the additional 6% PERS pickup for existing tier 3 members and eliminates the benefit for new hires. Based on a replacement factor of 17 new hires per year and assuming a range in the COLA for out years, the savings for FY 2012 through FY 2016 are estimated to be nearly \$1.8 million dollars.

4. Explain any legal and/or policy issues involved.

See above

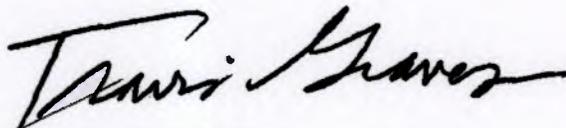
5. Explain any citizen and/or other government participation that has or will take place.

See above

Required Signature

Elected Official or
Department/
Agency Director:

Date: 7/6/11



TENTATIVE AGREEMENT

Between

MULTNOMAH COUNTY

And

MULTNOMAH COUNTY CORRECTIONS DEPUTIES ASSOCIATION

This Agreement resolves labor negotiations for the Reopener of 2010-2011, covering the period of July 1, 2010 through June 30, 2011, with the exception of Article 17 pertaining to training. Article 17 shall remain open pursuant to a pending ruling by the Employee Relations Board ("ERB") regarding the mandatory or permissive nature of the Association's proposal regarding training.

The parties also agree to an extension of their current collective bargaining agreement ("CBA") from its scheduled expiration date of June 30, 2014 through June 30, 2017. The terms of this Tentative Agreement, and the extension, are subject to ratification by the Association membership and by the County Board of Commissioners.

The following articles were open under the parties' CBA for the Reopener of 2010-2011:

Article 12 – Health and Welfare

Article 13 – Workers' Compensation

Article 16 – Wages and Classification

Article 17 – Correction Service and Training Achievement Program

Article 20 – Settlement of Disputes

Subsequent to the ratification of this Agreement:

Article 12 – The County's Final Offer proposal will be accepted and implemented. Furthermore, there shall be a Reopener of Article 12 only no later than February 1, 2013, for an effective date of calendar (plan) year 2014.

Article 13 – The County's Final Offer proposal will be accepted and implemented.

Article 16 – The County's Final Offer proposal will be accepted and implemented, but modifications as follows beginning with a COLA freeze for the 2010-2011 Reopener period:

Effective July 1, 2010, the rates and ranges of employees covered by this Agreement shall be increased by zero percent (0.0%). As such, the current pay rates and ranges will remain in effect for this period. However, employees covered by the CBA will be eligible for step increases during this period in accordance with Article 16 (Wages and Classifications), Section 1.A.

The County's proposal regarding the OPSRP Local Option under Article 16, Section 14.B(2) will be amended as follows:

All existing members receiving the additional 6% Local Option contribution will have the contributions made under this section phased out as in accordance with the schedule:

Effective July 1, 2011—Contributions reduced from 6% to 4%

Effective July 1, 2012—Contributions reduced from 4% to 3%

Effective July 1, 2013—Contributions reduced from 3% to 2%

Effective July 1, 2014—Contributions reduced from 2% to 1%

Effective July 1, 2015—Contributions reduced from 1% to 0%

As such, there will be no OPSRP Local Option contributions for current members (i.e., members as of the ratification of this Agreement) subsequent to June 30, 2016.

Any new hires subsequent to the ratification by the parties of this Agreement shall not be entitled to any contributions under the OPSRP Local Option provision of Article 16, Sec. 14.B(2).

The contributions made for OPSRP members under the provisions of Article 16, Sec. 14.B(1) of the CBA are not affected by these changes.

Article 20—The parties' existing CBA language shall remain in effect.

Addendum A – Wages

Effective July 1, 2010: 0% COLA (No increase)

Effective July 1, 2011: 2% COLA (scheduled under existing CBA)

Effective July 1, 2012: 2 to 5% COLA (scheduled under existing CBA)

Effective July 1, 2013: 2 to 5% COLA (scheduled under existing CBA)

Effective July 1, 2014: 1 to 4% COLA (NEW)

Effective July 1, 2015: 1 to 4% COLA (NEW)

Effective July 1, 2016: 1 to 4% COLA (NEW)

New expiration date: June 30, 2017

The wage ranges (aka "windows") referenced above are all based on the CPI-W Portland 2nd Half index in accordance with the method that has been utilized previously by the parties under the existing CBA.

No Reopeners during the above period with the exception of an Article 12 (Health and Welfare) only Reopener no later than February 1, 2013, for calendar (plan) year 2014. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Whereas the parties agree to a zero COLA for July 1, 2010, there are no retroactive payments due under the scheduled wage increases in this Agreement. If the parties do not ratify this Agreement prior to July 1, 2011, then any retroactive wages due the members shall be computed as follows:

Retroactive payments due under this Agreement will be computed and paid by the County to those members of the Association who are on the County payroll on the day that this tentative agreement is ratified by both parties. The County Board ratification action will follow ratification by the Association. This paragraph states County policy and consistent practice.

This Agreement also states that the County's contributions for members currently receiving 6% under the Local Option provision of Art. 16, Sec. 14(B)(2) shall have their Local Option contribution reduced to 4% effective July 1, 2011. If the parties do not ratify this Agreement prior to the July 1, 2011 date, the reduction in contribution from 6% to 4% will be effective upon the date that this Agreement is ratified.

The signatures to this Agreement and the parties' respective bargaining teams commit their best efforts in seeking and obtaining ratification by their respective principals. In the event of a failure of ratification by either party, the parties shall reconvene accordingly.

Dated this 14th day of June, 2011.

FOR THE COUNTY:



Blaise M. Lamphier
Labor Relations Manager

FOR THE ASSOCIATION:



Doug Hewitt
Executive Vice-President, MCCDA