

W-2-a.

## **AGENDA MEMORANDUM**

Date: December 1, 2004

TO: Board of County Commissioners

DEPARTMENT: Management Services

PRESENTED BY: Frank Forbes, Labor Relations Manager

TITLE: IN THE MATTER OF RATIFYING THE TENTATIVE AGREEMENT BETWEEN LANE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL, 2831-GENERAL AND NURSE'S UNIT

### **I. PROPOSED MOTION**

MOVE TO APPROVE ORDER NO. \_\_\_\_\_ / IN THE MATTER OF RATIFYING THE TENTATIVE AGREEMENT BETWEEN LANE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL, 2831 GENERAL AND NURSE'S UNIT.

### **II. ISSUE**

The Current agreements between Lane County and the American Federation of State, County (AFSCME) and Municipal Employees Local, 2831 provides for a wage reopener for changes to be effective July 1, 2004-June 30, 2005. Should Lane County ratify the wage and benefit changes for the Agreements ?

### **III. DISCUSSION**

#### **A. Background**

The Board reviewed various contract issues and authorized a bargaining team to enter into negotiations for wage and benefit changes with this union. 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 November 16, 2004 and ratified by the union on November 30, 2004.

**B. Analysis**

The tentative agreements cover a one year period and includes minor benefit changes. A full description of proposed changes is attached. A condensed summary is as follows:

**Wages:**

- Effective July 1, 2004, a 2% cost of living adjustment (COLA) for all employees on the payroll on the date of Board ratification.
- A one time payment of \$100 to employees on the payroll on the date of Board ratification.

**Insurance and Other Benefits:**

The County pays for employee life insurance, effective the first of the month following Board ratification.

**Estimated costs and funding:** The annual cost of the 2% COLA, all funds, is about \$689,000 and was included in this year's budget. The annual cost of the life insurance is about \$75,000 and can be covered within existing funds.

**C. Alternatives**

1. Ratify the agreement
2. Reject the agreement

**D. Recommendation**

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

**IV. IMPLEMENTATION/FOLLOW-UP**

County staff is prepared to implement the changes.

**V. ATTACHMENTS**

Board Order  
Tentative Agreement Summary  
Proposed American Federation of State, County and Municipal Employees Local 2831-General and Nurse's units MOUs.

## **SUMMARY**

### **Changes to AFSCME Bargaining Agreement Both Units**

#### **Art. X – Wages**

- Provides for a 2% cost of living adjustment (COLA), effective July 1, 2004 for employees on the payroll on the date of ratification by the Board of County Commissioners (BCC).
- Provides for a one time payment of \$100 for employees on the payroll on the date of ratification by the BCC, in lieu of making the County life insurance payment retroactive to July 1, 2004.

#### **Art. XII – Insurance and Related**

- Added provision for County to pay employee life insurance, effective the first of the month following BCC ratification.

### **NURSE'S UNIT ONLY**

#### **Art. IX-Hours of Work and Overtime**

- Increased shift differential from \$1.00/hour to \$1.50/hour, effective December 1, 2004.
- Increased on-call pay from one hour regular wage per day to two (2) hours per day, effective December 1, 2004.

**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  
) AMERICAN FEDERATION OF STATE,  
) COUNTY AND MUNICIPAL EMPLOYEES  
) LOCAL 2831, GENERAL AND NURSES'  
) UNITS.

**WHEREAS**, a tentative agreement has been reached between Lane County's bargaining team and the American Federation of State, County and Municipal Employees, Local 2831, for both the general and nurse's units 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 agreements between Lane County and the American Federation of State, County and Municipal Employees, General and Nurses units 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 December, 2004.

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Bobby Green Sr., Chair  
Lane County Board of County Commissioners

APPROVED AS TO FORM  
Date 11/23/04 Lane County  
Jessie J. Smith  
OFFICE OF LEGAL COUNSEL

MEMORANDUM OF AGREEMENT  
BETWEEN

LANE COUNTY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL 2831 NURSES UNIT

This MEMORANDUM OF AGREEMENT is entered into between LANE COUNTY (COUNTY) and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2831 NURSES UNIT, and shall modify the 2003-2005 collective bargaining agreement between the parties as follows:

**ARTICLE IX**

**HOURS OF WORK AND OVERTIME**

**Section 8 - Shift Differential**

The COUNTY agrees to pay an hourly shift premium of one dollar (\$1.50) in addition to the established wage rate to employees for all shifts worked on other than designated day shift. The designated day shift shall be considered any shift with hours primarily between the hours of 10:00 a.m. and 6:00 p.m.

**Section 9 - On-Call**

An employee who is required to be on-call or on standby during off-duty hours will be compensated at the rate of two (2) hours regular wage per day. If the individual is called to work, they will be paid for the actual hours worked at the applicable straight or overtime rate. To qualify for on-call compensation, an employee must be required to be available for contact by telephone, pager or other telecommunication device and/or to be able to report to work immediately. Except when unforeseeable circumstances occur, no employee shall be required to be on-call more than fourteen (14) days in a twenty-eight (28) day period.

Except for calls received from a supervisor or manager in response to an oversight of the employee, an employee who receives a phone call during off duty hours shall be compensated for a minimum of one-half (1/2) hour at the applicable straight or overtime rate in accordance with Article IX, Section 1 and Section 5. If a phone call exceeds one-half (1/2) hour in duration, the employee shall be compensated for the actual time of the call. An employee called back a second time within the time frame of the original call back will not be eligible for an additional call-back pay. Exempt employees' compensation will be in the form of compensation time at the rate of one (1) to one (1).

ARTICLE X - Wages, Section 1 - Salary Range Adjustment, shall be modified as follows:

**Section 1 - Salary Range Adjustments**

(A) Effective July 1, 2004 each presently established job classification will be increased by 2% as set forth in Schedule A and attached hereto.

(A) Employees on the payroll on the date of ratification of this MOU by the Board of County Commissioners shall receive the 2% cost of living adjustment retroactive to July 1, 2004.

(B) The UNION will be involved and participate in cooperative efforts to enhance productivity and identify cost savings and long term financial planning. Upon request, the COUNTY will provide all available information regarding revenue and expenditures and financial forecasting models to the UNION and will meet at least quarterly to discuss the COUNTY's financial situation. Within fourteen (14) days following final budget action by the Board of County Commissioners, the COUNTY shall provide the impact statements included in the budget document for the reduction

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Deleted: If during the 03-04 contract year only, any other COUNTY employee group, excluding LCPOA and AFSCME Nurses, receives a Cost of Living Adjustment (COLA), AFSCME-represented 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.

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Following Article XX, Section 1 provisions and at the request of the UNION, the COUNTY will reopen Article X, Section 1(A) to negotiate regarding Schedule A for the 7/1/04 to 6/30/05 time period.

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and addition of personnel to the UNION.

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(C) Employees on the payroll from the date of the ratification of this MOU by the Board of County Commissioners shall receive a one time payment of \$100.00.

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## **ARTICLE XII – INSURANCE AND RELATED**

### **Section 2 – Health Insurance Plan**

(A) Effective August 1, 2003, the following changes will be made to the Health Insurance Plan:

- (1) The annual deductible for the Traditional plan will be \$75 per year, per insured, with a maximum of three deductibles per family.
- (2) The annual out of pocket maximum for the Traditional medical plan will be \$500 per year per insured.
- (3) The office visit co-payment for the Managed Care plan will be \$10 per visit.
- (4) Prescription Drug annual out of pocket in both the Traditional and Managed Care plans will be \$500 per year per insured.

(B) Effective the first of the month following ratification, the County will pay the employees accidental death and dismemberment term life insurance in the amount of twenty-five thousand dollars (\$25,000) or one (1) times their annual salary less 6%, whichever is greater.

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(C) UNION agrees to maintain an assertive duty to support further plan design changes as may be necessary to keep the highest year-to-year premium increases at or below ten percent (10%).

The duration of the Agreement shall not be modified, but will remain in effect until and including June 30, 2005.

Dated this \_\_\_\_ day of November, 2004.

FOR THE UNION:

FOR THE COUNTY:

Jim Steiner  
AFSCME Council Representative

William Van Vactor  
County Administrator

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Cheryl Dyer  
AFSCME President

Frank Forbes  
Labor & Employee Relations Manager

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BETWEEN

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LOCAL 2831 GENERAL UNIT

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**DEFINITIONS**

**Promotion:** The term "promotion" shall mean a change from one classification to another classification, which has a maximum salary more than four percent (5%) higher than that of the previous classification.

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