

ANNOTATED MINUTES

*Tuesday, February 6, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:33 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN, THE
CONSENT CALENDAR (ITEM C-1) WAS
UNANIMOUSLY APPROVED.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-1 Amendment to Intergovernmental Agreement 302215 with City of Fairview to Develop Fairview's Seventh Street Extension Project, Providing Design Engineering Right-of-Way Acquisition and Contracting Engineering Services

REGULAR AGENDA

PUBLIC COMMENT

R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

NO ONE WISHED TO COMMENT.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-2 HV 23-95 Report on Hearings Officer Decision DENYING Approval of Two Lot Area Variances to Allow Two Adjacent Substandard and Developed Single Family Lots to be Considered as Two Separate Buildable Lots at 11411 and 11437 SW MILITARY ROAD; and Request to Schedule TUESDAY, MARCH 12, 1996 for a Hearing on an Appeal of that Decision

DECISION READ, APPEAL FILED. AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT A DE NOVO HEARING BE SCHEDULED FOR 9:30 AM, TUESDAY, MARCH 12, 1996, WITH TESTIMONY LIMITED TO 20 MINUTES PER SIDE.

R-3 *ORDER Granting Public Walkway and Utility Easement to the City of Portland on a Portion of Lot 3, Independence Home Tracts on Capitol Hill Library Property*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-3. BOB OBERST EXPLANATION. ORDER 96-18 UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

R-4 *Budget Modification MCHD 3 to Correctly Place Positions within the Departmental Organization Structures and Transfer Homeless Grant Funds from Contract Services to Personnel*

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-4. ANN BREMER EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, TO CONTINUE THE MATTER IN ORDER TO OBTAIN ADDITIONAL INFORMATION REGARDING GRANT AND TO DISCUSS MATTER WITH DePAUL. MS. BREMER RESPONSE TO BOARD DISCUSSION. CHAIR STEIN DIRECTED THAT MS. BREMER INVITE THE APPROPRIATE INDIVIDUALS TO ATTEND THE BOARD MEETING TO DISCUSS AND IDENTIFY ISSUES RELATED TO DRUG AND ALCOHOL TREATMENT FOR HOMELESS YOUTH. BUDGET MODIFICATION UNANIMOUSLY CONTINUED TO THURSDAY, FEBRUARY 15, 1996.

There being no further business, the regular meeting was adjourned at 9:44 a.m. and the briefings convened at 9:45 a.m.

Tuesday, February 6, 1996 - 9:30 AM
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1021 SW Fourth, Portland

BOARD BRIEFINGS

- B-1 *Progress of the Regional Children's Campus. Presented by David Fuks of Edgefield Children's Center, Elyse Clawson and Howard Klink.*

DAVID FUKS OF EDGEFIELD CHILDREN'S CENTER, JANICE GRATTON OF DCFS, JAY BLOOM OF MORRISON CENTER AND DENNIS MORROW OF THE JANUS PROGRAM PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

- B-2 *Discussion of and Multnomah County Response to Metro Request for Early Implementation of 2040 Plan. Presented by Mike Burton, Mark Turpel and John Fregonese of Metro, and Scott Pemble.*

MIKE BURTON AND SCOTT PEMBLE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. CHAIR STEIN DIRECTED MR. PEMBLE TO PREPARE DISCUSSION PAPER OUTLINING COUNTY OPTIONS, TIMELINE AND PLAN AND RETURN FOR BOARD BRIEFING PRIOR TO MARCH 22, 1996.

The briefing was adjourned at 11:03 a.m. and the executive session convened at 11:05 a.m.

Tuesday, February 6, 1996 - 11:00 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

EXECUTIVE SESSION

- E-1 *The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Labor Negotiator Consultation Concerning Possible Labor Negotiations. Presented by Darrell Murray.*

EXECUTIVE SESSION HELD.

The executive session was adjourned at 11:12 a.m. and the briefing convened at 11:15 a.m.

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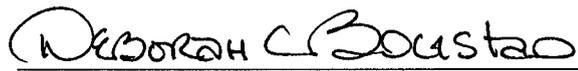
BOARD BRIEFING

B-3 *Reorganization of Multnomah County Sheriff's Office Law Enforcement Division and Request for Policy Direction. Presented by Sheriff Dan Noelle and Larry Aab.*

**DAN NOELLE AND MEL HEDGPETH
PRESENTATION AND RESPONSE TO BOARD
QUESTIONS AND DISCUSSION. BOARD BRIEFING
ON UPDATE OF RESOLUTION 94-113 TO BE
SCHEDULED PRIOR TO BUDGET
DELIBERATIONS.**

There being no further business, the meeting was adjourned at 11:54 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OREGON 97204
CLERK'S OFFICE • 248-3277 • 248-5222
FAX • (503) 248-5262

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN ▪ CHAIR ▪ 248-3308
DAN SALTZMAN ▪ DISTRICT 1 ▪ 248-5220
GARY HANSEN ▪ DISTRICT 2 ▪ 248-5219
TANYA COLLIER ▪ DISTRICT 3 ▪ 248-5217
SHARRON KELLEY ▪ DISTRICT 4 ▪ 248-5213

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

FEBRUARY 5, 1996 - FEBRUARY 9, 1996

Tuesday, February 6, 1996 - 9:30 AM - Regular MeetingPage 2

Tuesday, February 6, 1996 - 9:30 AM - Board Briefings.....Page 3

Tuesday, February 6, 1996 - 11:00 AM - Executive Session.....Page 3

Tuesday, February 6, 1996 - 11:30 AM - Board BriefingPage 3

THURSDAY, FEBRUARY 8, 1996 - 9:30 AM - MEETING CANCELED

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.

AN EQUAL OPPORTUNITY EMPLOYER

Tuesday, February 6, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-1 *Amendment to Intergovernmental Agreement 302215 with City of Fairview to Develop Fairview's Seventh Street Extension Project, Providing Design Engineering Right-of-Way Acquisition and Contracting Engineering Services*

REGULAR AGENDA

PUBLIC COMMENT

R-1 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

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R-3 *ORDER Granting Public Walkway and Utility Easement to the City of Portland on a Portion of Lot 3, Independence Home Tracts on Capitol Hill Library Property*

DEPARTMENT OF HEALTH

R-4 *Budget Modification MCHD 3 to Correctly Place Positions within the Departmental Organization Structures and Transfer Homeless Grant Funds from Contract Services to Personnel*

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BOARD BRIEFINGS

- B-1 *Progress of the Regional Children's Campus. Presented by David Fuks of Edgefield Children's Center, Elyse Clawson and Howard Klink. 30 MINUTES REQUESTED.*
- B-2 *Discussion of and Multnomah County Response to Metro Request for Early Implementation of 2040 Plan. Presented by Mike Burton, Mark Turpel and John Fregonese of Metro, and Scott Pemble. 1 HOUR REQUESTED.*
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Tuesday, February 6, 1996 - 11:00 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

EXECUTIVE SESSION

- E-1 *The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Labor Negotiator Consultation Concerning Possible Labor Negotiations. Presented by Darrell Murray. 30 MINUTES REQUESTED.*
-

Tuesday, February 6, 1996 - 11:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFING

- B-3 *Reorganization of Multnomah County Sheriff's Office Law Enforcement Division and Request for Policy Direction. Presented by Sheriff Dan Noelle and Larry Aab. 30 MINUTES REQUESTED.*

MEETING DATE: FEB 06 1996

AGENDA #: E-1

ESTIMATED START TIME: 11:00 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Possible Labor Negotiations

BOARD BRIEFING: DATE REQUESTED: February 6th, 1996

REQUESTED BY: Darrell Murray

AMOUNT OF TIME NEEDED: 30 Minutes

REGULAR MEETING: DATE REQUESTED: N/A

AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSS DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 503-248-5135 Ext 2595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Possible Labor Negotiations

BOARD OF
COUNTY COMMISSIONERS
96 FEB - 1 AM 9:49
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Darrell Murray*
(OR)
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

MEMORANDUM OF AGREEMENT

Article I. Parties

The parties to this Memorandum of Agreement ("MOA") are Multnomah County, Oregon ("County"), the Sheriff of Multnomah County ("Sheriff"), the Multnomah County Deputy Sheriffs Association ("MCDSA"), AFSCME, Local 88 ("Local 88") and the Multnomah County Corrections Officers Association ("MCCOA). The Parties agree as follows:

Article II. General Purpose

The sheriff desires to reassign duties between certain personnel to reduce operating costs and more efficiently use employee skills. This reassignment will be of an indefinite duration. Specifically, most court guard functions presently performed by deputy sheriffs and law enforcement sergeants will eventually be reassigned to corrections deputies and corrections sergeants. Transport functions are presently performed primarily by deputy sheriffs and law enforcement sergeants although corrections deputies and corrections sergeants also perform a substantial number of transports. In the future, most transports will eventually be performed by corrections deputies and corrections sergeants. Finally, certain higher risk civil deputy functions presently performed by civil deputies in the Civil Process unit and represented by Local 88, AFSCME unit will be reassigned to deputy sheriffs and law enforcement sergeants. Throughout the transition, the Sheriff, County, MCDSA, MCCOA, and Local 88 desire to ensure a sense of job security and continuity for affected employees. The parties anticipate a substantial number of voluntary retirements in the MCDSA bargaining unit within the two years following execution of this agreement, and wish to take advantage of those anticipated vacancies to make the transition gradual and thus minimally disruptive while achieving the Sheriff's ultimate organizational objectives. The purpose of this MOA is to set forth terms under which the Sheriff shall effect these staffing transitions.

Article III. Transition Plan

Section 1.

A. As vacancies arise by reason of retirement within the MCDSA bargaining unit, the Sheriff may replace deputy sheriffs assigned to transport and court guard functions (including court guard functions in the Courthouse, Juvenile Detention Hall, and Justice Center) with corrections deputies and reassign the affected deputy sheriff, if any, elsewhere in the law enforcement division. If the number of deputy sheriff vacancies which arise in the bargaining unit prior to June 30, 1998 are insufficient to reduce the number of deputy sheriffs and law enforcement sergeants in court guard functions to the target level of five (5) and (1) respectively (from a current level of twenty-five (25) deputies and two (2) law enforcement sergeants), and in transport functions to the target level of zero (0) deputy sheriffs and zero (0) law enforcement sergeants (from a current level of fifteen (15) and one (1) respectively) the Sheriff may reassign to the law enforcement division the number of deputy sheriffs or law enforcement sergeants in court services necessary to achieve the target number of remaining deputy sheriffs and law enforcement sergeants in those two units.

B. The Sheriff will place corrections officers or corrections sergeants in court services in place of deputy sheriffs and law enforcement sergeants who are reassigned under this section. Any deputy sheriff or law enforcement sergeant within the target level remaining in court services on June 30, 1998

Memorandum of Understanding

Re: Transition Plan

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or the date the target level is reached, whichever is earlier, will primarily perform law enforcement services when in the affected facilities.

C. Except in an emergency, corrections deputies assigned as court guards will be subject to a reasonable amount of training prior to such assignment. The MCCOA also acknowledges that assignment to transport functions is contingent on a corrections deputy's ability to obtain and maintain a valid commercial drivers license under state and federal law and related MCSO policies and procedures.

D. Except as provided by this subsection D, when the transition of transport functions provided by this agreement is concluded all prisoner transports to or from points outside the state of Oregon will be done by MCDSA bargaining unit members. All in-state prisoner transports including the shuttle to Clark County, Washington will be done by MCCOA bargaining unit members.

E. Following the signing of this agreement, filling of temporary vacancies (e.g. those vacancies of a shift or less which the Sheriff wishes to fill and which arise by virtue of illness, vacations, or termination pending hiring) within the court guard function shall be managed in accord with the following priority system:

(1) Until members of the MCCOA unit constitute more than fifty percent (50%) of the unionized staff in the court guard or transport functions (excluding extraditions), whichever unit has the vacancy, first priority shall be given to active members of the deputy sheriffs unit trained and, if applicable, licensed, to perform the function in which the vacancy exists who wish to fill such vacancies on an overtime basis; second, if insufficient numbers of deputy sheriffs accept the overtime assignments, the Sheriff shall fill such vacancies by offering the work on an overtime basis to members of the corrections officer bargaining unit who are trained and, if applicable, licensed to perform the function in which the vacancy exists; and third, if insufficient numbers of corrections officers accept the overtime assignment, the Sheriff may, at his discretion, offer the work to retired deputy sheriffs. If the Sheriff cannot obtain staff to fill such vacancies through this priority system, he or she may fill the vacancy in such manner as he or she deems appropriate.

(2) After members of the MCCOA unit constitute more than fifty percent (50%) of the unionized staff in court guard or transport functions (excluding extraditions), whichever unit has the vacancy, the priority system for filling such vacancies shall be the same as provided in subsection E(1) above except that the first and second priorities shall be reversed, and the third priority shall be modified to include potential use of retired former members of both the MCCOA and MCDSA bargaining units.

Section 2. Service of enforcement/execution process historically performed within the Civil Process unit by Civil Deputies in the local 88 bargaining unit may be assigned to deputy sheriffs. Civil deputies will continue to serve "notice" process. The parties recognize that after deputy sheriffs assume the service of enforcement/execution process, Civil Deputies represented by local 88 will not wear the green sheriff's office uniform or drive a marked police vehicle unless subsequently directed to do so by the Sheriff or his designee. Notwithstanding the modification of duties specified under this MOA, the County agrees that no Civil Deputy shall, as a result of such modifications, be reduced in pay prior to the conclusion of negotiations over a successor to the County-Local 88 collective bargaining agreement or the exhaustion of impasse resolution procedures under the Oregon Public Employee Collective Bargaining Act during those negotiations, whichever first occurs.

Memorandum of Understanding

Re: Transition Plan

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Article IV. General Terms

Section 1. To the extent, if any, that the terms of the current MCCOA, MCDSA or Local 88 collective bargaining agreements conflict or are inconsistent with the terms of the MOA, the terms of the affected collective bargaining agreement are deemed waived to the extent of such conflict or inconsistency. The parties hereby waive any duty to bargain over any decision or impact which the Sheriff or County may have had concerning any subject of bargaining in connection with the above stated transition plan.

Section 2. This MOA is not intended to effect or facilitate a change of union representation. Unless ordered by the Oregon Employment Relations Board or otherwise agreed by the parties, the MCCOA will continue to represent Corrections Deputies and Corrections Sergeants assigned to court services and transports; the MCDSA will continue to represent deputy sheriffs and law enforcement sergeants. Similarly, the MCDSA will continue to represent deputy sheriffs assigned to the Civil Process unit and Local 88 will continue to represent Civil Deputies. No petition to alter the representation of affected employees may be filed prior to the window period immediately prior to contract expiration as specified under state law.

Section 3. Through June 30, 1998 the County and Sheriff agree that there shall be no layoff or demotion of MCDSA bargaining unit members or of Civil Deputies represented by Local 88 primarily by reason of the actions taken pursuant to Article III, sections 1 and 2 of this MOA.

Section 4. Disputes over the meaning, interpretation, or application of this MOA shall be processed in accordance with the terms of the grievance procedure contained in the MCDSA, MCCOA, or Local 88 collective bargaining agreement, whichever applies. This MOA does not grant MCDSA, MCCOA, or Local 88 or the respective members of any of them standing to raise or process claims concerning this MOA under any collective bargaining agreement other than their own, or to enforce rights other than their own under this agreement.

Section 5. The terms of this MOA shall not be raised as a precedent or offered as an admission against the interests of any party hereto in any future labor relations or adjudicative setting except for the sole purposes of enforcing the terms of this MOA.

Section 6. Upon the date that the transfer of transport and court guard functions from members of the deputy sheriffs bargaining unit to members of the corrections officers bargaining unit under this agreement is complete or on June 30, 1998, whichever is sooner, members of the two bargaining units remaining in such functions shall at that time be separated and assigned to administratively discrete work units; i.e., units with different immediate supervisors. However, nothing in this MOA shall be construed as obligating the Sheriff or County to continue any particular staffing level in the aggregate or within a specific work unit, or, after June 30, 1998, to continue the pattern of distribution of work assignments resulting from full implementation of this MOA, or to continue administrative separation of members of the two bargaining units who are involved in transport or court guard functions on or after the date the transfer of functions is completed under this MOA or June 30, 1998, whichever is sooner. Such matters shall thereafter be governed only by the Oregon Public Employee Collective Bargaining Act and the applicable terms, if any, of the MCDSA, MCCOA, or Local 88 collective bargaining agreement, whichever applies, in effect at the time; provided that before redefining the organizational structure to include members of the deputy sheriffs and corrections officers bargaining units in the same

Memorandum of Understanding

Re: Transition Plan

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administrative unit to perform court guard or transport functions, the Sheriff agrees to meet and confer with the representatives of MCCOA and the MCDSA.

Section 7. The terms of this MOA are contractual, and not a mere recitation. This written MOA embodies the entire MOA between the parties.

Done this day, _____, 1996.

For the MCDSA:

For The Multnomah County Board of
County Commissioners

Karl Hutchison, President

Beverly Stein, Chair

For the MCCOA:

Tanya Collier, Commissioner

Phil Sund, President

Gary Hansen, Commissioner

For AFSCME Local 88

Sharron Kelley, Commissioner

Joe Devlaeminck, President

Dan Saltzman, Commissioner

Negotiated For County and Sheriff:

For the Sheriff of Multnomah County, Oregon:

Darrell Murray, Deputy Labor
Relations Manager

Dan Noelle, Sheriff

REVIEWED: Laurence K. Kressel
County Counsel of Multnomah
County, Oregon

By _____