

## **ANNOTATED MINUTES**

*Tuesday, June 7, 1994 - 8:30 AM  
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), for Deliberations with Labor Relations Staff Regarding Labor Negotiations*

***EXECUTIVE SESSION HELD. FOLLOW UP SESSION  
TO BE SCHEDULED FOR JULY.***

---

*Tuesday, June 7, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602*

### **BUDGET WORK SESSION**

*WS-1      9:30-10:00      Review of Updated General Fund Revenue Estimates for 1994-95 Multnomah County Budget*

***DAVE WARREN PRESENTATION AND RESPONSE TO BOARD QUESTIONS. BILL FARVER AND BOARD DISCUSSION.***

*10:00-11:30      Discussion of Policy Alternatives for Service Delivery to Ethnic Populations*

***JIM McCONNELL, LOLENZO POE, BILLI ODEGAARD, BRUCE BLIATOUT, HAL OGBURN, MARSHA AZURE, LEE PO CHA, RICHARD LUCETTI, JAMES MASON AND JOSEPH TAM PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. MARY LI RESPONSE TO BOARD QUESTIONS. MS. LI DIRECTED TO PROVIDE OUTCOME DATA. MR. POE DIRECTED TO DRAFT POLICY REGARDING CULTURALLY SPECIFIC SERVICES FOR BOARD CONSIDERATION.***

*11:30-12:00      Propose and Review Amendments to the 1994-95 Multnomah County Budget (to be Continued on June 8, 1994)*

***CONTINUED TO JUNE 8, 1994.***

---

Tuesday, June 7, 1994 - 1:30 PM  
Multnomah County Courthouse, Room 602

**PLANNING BRIEFING**

- B-1      *Planning Staff Presentation of the West Hills Reconciliation Report and the Howard Canyon Reconciliation Report Prepared in Response to Land Conservation and Development Commission Remand Order 93-RA-876, in an Effort to Resolve Identified Conflicts Between "Significant" Goal 5 Resources and Conflicting Uses, and Other Statewide Planning Goals*

**SCOTT PEMBLE, JOHN DuBAY, GARY CLIFFORD, GORDON HOWARD AND BOB HALL PRESENTATIONS AND RESPONSE TO QUESTIONS OF THE BOARD AND PLANNING COMMISSIONERS LEONARD YOON, LAURIE CRAGHEAD, CHRIS FOSTER, PETER FRY, KARIN HUNT, JOHN INGLE AND DAVE KUNKEL.**

---

Tuesday, June 7, 1994 - 7:00 PM  
Multnomah County Courthouse, Room 602

**BUDGET HEARING**

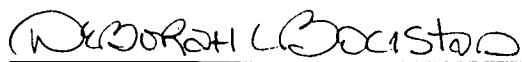
*Chair Beverly Stein convened the meeting at 7:05 p.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.*

- PH-1      *The Multnomah County Board of Commissioners Will Convene for the Purpose of Receiving Public Testimony Regarding the 1994-95 Multnomah County Budget*

**JOE DEVLAE MINCK, BARBARA WILLER, SUE LARSEN, M'LOU CHRIST, DAVID JACKSON, KATHY OLIVER, BEV LAUCK, JEAN DeMASTER AND KURT WEHBRING TESTIMONY.**

*There being no further business, the hearing was adjourned at 7:35 p.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**

  
Deborah L. Bogstad

---

Wednesday, June 8, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602

## **BUDGET WORK SESSION**

WS-2     *The Multnomah County Board Will Propose and Review Amendments to the 1994-95 Multnomah County Budget*

**BOARD COMMENTS, DISCUSSION OF PROCESS, AND DISCUSSION OF KELLEY AND SALTZMAN PROPOSALS REGARDING RESERVE FUND ISSUES. BOARD CONSENSUS ON DISPOSITION OF FIRST MILLION OF ANY SURPLUS FUNDS. DAVE WARREN, HOWARD KLINK AND BILL FARVER RESPONSE TO BOARD QUESTIONS. BOARD DISCUSSION OF PROPOSED ADDS, CUTS AND BUDGET NOTES.**

---

*Thursday, June 9, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602*

*Chair Beverly Stein convened the meeting at 9:35 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.*

## **REGULAR MEETING**

### **CONSENT CALENDAR**

**AT THE REQUEST OF COMMISSIONER SALTZMAN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-13) WAS UNANIMOUSLY APPROVED.**

### **COMMUNITY AND FAMILY SERVICES DIVISION**

C-1     *Ratification of Intergovernmental Agreement Contract 105124 Between Multnomah County and the City of Gresham, to Coordinate Funding for Services to Homeless and Low Income Hispanics in East County, for the Period July 1, 1993 through June 30, 1994*

### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-2     *FD 1-94 FINAL ORDER in the Matter of Reversing the Decision of the Hearings Officer and Approving a Variance to the Finished Floor Elevation for a Single Family Residence on Property Located at 11930 SE Liebe Street*

**ORDER 94-106.**

C-3     *FD 3-94 FINAL ORDER in the Matter of Reversing the Decision of the*

*Hearings Officer and Approving a Variance to the Finished Floor Elevation for a Single Family Residence on Property Located at 11950 SE Liebe Street*

**ORDER 94-107.**

- C-4      *ORDER in the Matter of the Execution of Deed D941002 Upon Complete Performance of a Contract to John J. Powell and Shirley A. Powell*

**ORDER 94-108.**

- C-5      *ORDER in the Matter of the Execution of Deed D941012 Upon Complete Performance of a Contract to P. A. Saito*

**ORDER 94-109.**

- C-6      *ORDER in the Matter of the Execution of Deed D941014 for Certain Tax Acquired Property to John A. Van Ausdell*

**ORDER 94-110.**

- C-7      *ORDER in the Matter of the Execution of Deed D941015 Upon Complete Performance of a Contract to Edward L. Rudiger and Vicky I. Johnson*

**ORDER 94-111.**

- C-8      *ORDER in the Matter of the Execution of Deed D941016 Upon Complete Performance of a Contract to Dorothy G. Halvorson*

**ORDER 94-112.**

**DEPARTMENT OF HEALTH**

- C-9      *Ratification of Intergovernmental Agreement Contract 202434 Between Multnomah County and the Oregon Department of Education, Wherein the County will Perform Sanitation Inspections of the Oregon Department of Education's Child Nutrition Program Food Preparation Facilities and Meal Sites, for the Period Upon Execution through September 30, 1994*
- C-10     *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 200704 Between Oregon Health Sciences University and Multnomah County, Providing a Community Health Nurse and Office Space for the Child Development and Rehabilitation Center's CaCoon Program for Children with Special Health Needs, and Extending the Agreement for the Period July 1, 1994 through June 30, 1995*
- C-11     *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 201224 Between Multnomah County and Oregon Health Sciences University,*

*Providing Various General Housekeeping Modifications, Including the Provision of County Purchase of 60 Personal Computers Instead of OHSU, and OHSU Reduction of its First Year Hardware Usage Fee from \$150,000 to \$3,900 to Compensate for Said Modification, for the Period Upon Execution through December 31, 1998*

**JUVENILE JUSTICE DIVISION**

- C-12     *Ratification of Intergovernmental Agreement Contract 100295 Between Clackamas County and Multnomah County, Providing Continuation of Electronic Monitoring Services as an Alternative to Detention, for the Period July 1, 1994 through June 30, 1995*

**NON-DEPARTMENTAL**

- C-13     *In the Matter of the Appointments of Sarah Mahler, Doug Cowley, Lynette Stinson, Basil Panaretos, Jean Haliski and Steve Rose to the 1994 BOARD OF RATIO REVIEW*
- C-14     *In the Matter of the Appointment of Arnold Dingley to the FOOD SERVICE ADVISORY COMMITTEE*

**COMMISSIONER SALTZMAN REQUESTED INFORMATION REGARDING WORK AND/OR RESIDENCY POLICIES FOR CITIZEN APPOINTMENTS TO COUNTY BOARDS AND COMMITTEES. AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER COLLIER, C-14 WAS UNANIMOUSLY POSTPONED.**

**REGULAR AGENDA**

**NON-DEPARTMENTAL**

- R-1     *In the Matter of Recognition of Multnomah County Employee JAN THOMPSON, Purchasing Specialist 2, as "BUYER OF THE YEAR"*

**LILLIE WALKER EXPLANATION AND COMMENTS IN APPRECIATION. CHAIR STEIN AND BOARD ACKNOWLEDGEMENT.**

- R-2     *Ratification of Memorandum of Understanding Contract 500025 Between the Historic Columbia River Highway Advisory Committee, Oregon Department of Transportation, Oregon State Parks and Recreation Department, Oregon Tourism Division of Economic Development Department, City of Cascade Locks, City of Hood River, City of Mosier, Multnomah County, Hood River*

*County, Wasco County, Columbia River Gorge National Scenic Area Forest Service, and the Columbia River Gorge Commission, to Establish a Framework for Future Cooperation on Activities Effecting the Historic Columbia River Highway Historic District*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-2. SHARON TIMKO AND BRUCE WARNER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. MEMORANDUM OF UNDERSTANDING UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

- R-14**      *First Reading of a Proposed ORDINANCE Amending the County Code Section 5.50.050(5) to Authorize Transfer of \$600,000 Per Year, for Three Years to the Portland Center for the Performing Arts (PCPA) and \$100,000 Per Year, for Three Years to the Metropolitan Arts Commission (MAC)*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF THE FIRST READING. DONNA MILRANEY AND SANDI HANSEN TESTIMONY IN SUPPORT. BOARD COMMENTS. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, JUNE 16, 1994.**

**DISTRICT ATTORNEY'S OFFICE**

- R-3**      *Budget Modification DA 8 Requesting Authorization to Transfer Funds from Personnel Services to Professional Services, to Fund an Office Move within the Support Enforcement Division*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. TOM SIMPSON EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-4**      *Budget Modification DA 9 Requesting Authorization to Increase the Anti-Drug Grant to Reflect the Actual Grant Award*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-4. MR. SIMPSON EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

## **SHERIFF'S OFFICE**

- R-5      *Request for Policy Direction Regarding Bureau of Emergency Communication (BOEC) Cost for Sauvie Island Volunteer Fire Department*

**LARRY AAB EXPLANATION AND RESPONSE TO BOARD QUESTIONS. FIRE CHIEF RON MURRAY PRESENTATION AND RESPONSE TO BOARD QUESTIONS. BOARD CONSENSUS DIRECTING MCSO TO PREPARE INTERGOVERNMENTAL AGREEMENT FOR THIS REQUEST AND TO DRAFT COUNTY POLICY REGARDING FUTURE REQUESTS.**

## **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-6      *Ratification of Intergovernmental Agreement Contract 301804 Between the State of Oregon, Department of Administrative Services, and Multnomah County, Providing Multnomah County Access to and Use of the State's Telecommunications Backbone Network Services*

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. JIM MUNZ EXPLANATION OF ITEMS R-6 AND R-7. AGREEMENT UNANIMOUSLY APPROVED.**

- R-7      *Ratification of Intergovernmental Agreement Contract 301814 Between the State of Oregon, Department of Administrative Services, and Multnomah County, Providing Multnomah County Access to and Use of the State's Telecommunications Equipment and Service Agreement for Fiber Optic Network Services*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, R-7 WAS UNANIMOUSLY APPROVED.**

## **DEPARTMENT OF HEALTH**

- R-8      *Third Reading and Possible Adoption of an ORDINANCE Adopting an Ambulance Service Plan for Multnomah County Pursuant to ORS 823.180*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-8. BILL COLLINS EXPLANATION AND RESPONSE TO BOARD QUESTIONS. JUNITA KAUBLE TESTIMONY. BILL COLLINS AND BOARD RESPONSE TO QUESTIONS OF**

**MS. KAUBLE. JACQUELINE WEBER RESPONSE TO BOARD QUESTIONS AND DISCUSSION. DAVID SMALLWOOD TESTIMONY. ORDINANCE 789 UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

- R-9**      *Budget Modification NOND 17 Requesting Authorization to Transfer \$2,000 from Materials and Services to Capital Outlay, within the Finance Division Budget, in Order to Purchase a FAX Machine*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-9. DAVE BOYER EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-10**      *Budget Modification NOND 18 Requesting Authorization to Transfer Funds from Personal Services and Materials and Services to Capital Outlay, within Commission District 4 Budget, for the Purchase of Computers*

**UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, R-10 WAS UNANIMOUSLY APPROVED.**

- R-11**      *RESOLUTION in the Matter of Reassessing the Role of the Sheriff's Office in Law Enforcement and Establishing its Future Mission*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-11. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF AN AMENDMENT TO THE LAST "BE IT FURTHER RESOLVED", SUBSTITUTING THE FOLLOWING LANGUAGE TO PAGE 3: "DEVELOP A WELL COORDINATED, COMPREHENSIVE STRATEGIC PLAN ON SCHOOL SAFETY. COUNCIL WILL EXPLORE WITH THE SCHOOLS, CITIES, AND COUNTY, THE CURRENT AND POTENTIAL USE OF DARE/GREAT OFFICERS, SCHOOL RESOURCE OFFICERS, AND POLICE LIAISON OFFICERS." BOARD COMMENTS AND DISCUSSION. AMENDMENT UNANIMOUSLY APPROVED. RESOLUTION 94-113 UNANIMOUSLY APPROVED AS AMENDED.**

- R-12**      *First Reading of a Proposed ORDINANCE Relating to the Pay Ranges and COLA Increases for Exempt Employees and Repealing Ordinance Nos. 767, 774, 777 and 788*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. CURTIS SMITH EXPLANATION. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF THE FIRST READING. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, JUNE 16, 1994.**

- R-13      *First Reading of a Proposed ORDINANCE Amending the Multnomah County Code, Section 5.10.090 and 5.10.160(D), Relating to Fees Assessed to Recover the Costs of Dishonored Checks*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE FIRST READING. DAVE BOYER EXPLANATION. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, JUNE 16, 1994.**

- R-15a      *Consideration of a RESOLUTION in the Matter of Acquisition of Real Property for the Construction of the Midland Branch Library Project [Current Bliss Site]*
- R-15b      *Consideration of a RESOLUTION in the Matter of Acquisition of Real Property for the Construction of the Midland Branch Library Project [Russellville Site]*

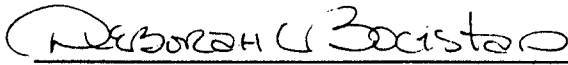
**AT THE REQUEST OF CHAIR STEIN, COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-15a. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF AN AMENDMENT TO THE LAST "BE IT RESOLVED", STRIKING THE FOLLOWING LANGUAGE: "OR THROUGH EXERCISE OF EMINENT DOMAIN, IF NECESSARY." AMENDMENT UNANIMOUSLY APPROVED. BOARD COMMENTS AND DISCUSSION REGARDING BLISS AND RUSSELLVILLE SITES. RESOLUTION 94-114 APPROVED, AS AMENDED, WITH COMMISSIONERS COLLIER, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONERS KELLEY AND HANSEN VOTING NO.**

#### **PUBLIC COMMENT**

- R-16      *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

*There being no further business, the meeting was adjourned at 10:52 a.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**

  
**Deborah L. Bogstad**

---

*Thursday, June 9, 1994 - 1:00 PM  
Multnomah County Courthouse, Room 602*

**BUDGET HEARING**

- PH-2**     *The Tax Supervising and Conservation Commission Will Meet to Discuss and Conduct a Public Hearing on the 1994-95 Annual Budget for the DUNTHORPE-RIVERDALE COUNTY SERVICE DISTRICT NO. 1 and the MID-COUNTY SERVICE DISTRICT NO. 14*
- PH-3**     *The Tax Supervising and Conservation Commission Will Meet to Discuss and Conduct a Public Hearing on the 1994-95 Annual Budget for MULTNOMAH COUNTY*

***CANCELLED DUE TO LACK OF QUORUM. TO BE RESCHEDULED.***

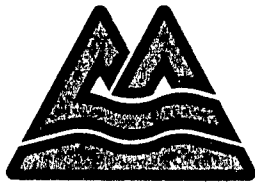
---

*Thursday, June 9, 1994 - 1:30 PM  
Multnomah County Courthouse, Room 602*

**BUDGET WORK SESSION**

- WS-3**     *The Multnomah County Board Will Propose and Review Amendments to the 1994-95 Multnomah County Budget*

***DAVE WARREN, BILL FARVER, HAL OGBURN, CHRIS WHITE, BARRY FRIEDMAN AND JOHN MILLER PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.***



# MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK  
SUITE 1510, PORTLAND BUILDING  
1120 S.W. FIFTH AVENUE  
PORTLAND, OREGON 97204

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
CLERK'S OFFICE •	248-3277 •	248-5222

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

JUNE 6, 1994 - JUNE 10, 1994

<i>Tuesday, June 7, 1994 - 8:30 AM - Executive Session . . . . .</i>	<i>Page 2</i>
<i>Tuesday, June 7, 1994 - 9:30 AM - Budget Work Session . . . . .</i>	<i>Page 2</i>
<i>Tuesday, June 7, 1994 - 1:30 PM - Board/Planning Briefing . . . . .</i>	<i>Page 2</i>
<i>Tuesday, June 7, 1994 - 7:00 PM - Budget Hearing . . . . .</i>	<i>Page 2</i>
<i>Wednesday, June 8, 1994 - 9:30 AM - Budget Work Session . . . . .</i>	<i>Page 3</i>
<i>Thursday, June 9, 1994 - 9:30 AM - Regular Meeting . . . . .</i>	<i>Page 3</i>
<i>Thursday, June 9, 1994 - 1:00 PM - TSCC Budget Hearing . . . . .</i>	<i>Page 6</i>

*Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen by Paragon Cable subscribers at the following times:*

*Thursday, 6:00 PM, Channel 30 - East County only*  
*Friday, 10:00 PM, Channel 30*  
*Saturday, 12:30 PM, Channel 30*  
*Sunday, 1:00 PM, Channel 30*

**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, June 7, 1994 - 8:30 AM  
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), for Deliberations with Labor Relations Staff Regarding Labor Negotiations. 1 HOUR REQUESTED.*

---

*Tuesday, June 7, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602*

**BUDGET WORK SESSION**

*WS-1      9:30-10:00      Review of Updated General Fund Revenue Estimates for 1994-95 Multnomah County Budget*

*10:00-11:30      Discussion of Policy Alternatives for Service Delivery to Ethnic Populations*

*11:30-12:00      Propose and Review Amendments to the 1994-95 Multnomah County Budget (to be Continued on June 8, 1994)*

---

*Tuesday, June 7, 1994 - 1:30 PM  
Multnomah County Courthouse, Room 602*

**PLANNING BRIEFING**

*B-1      Planning Staff Presentation of the West Hills Reconciliation Report and the Howard Canyon Reconciliation Report Prepared in Response to Land Conservation and Development Commission Remand Order 93-RA-876, in an Effort to Resolve Identified Conflicts Between "Significant" Goal 5 Resources and Conflicting Uses, and Other Statewide Planning Goals. 2 HOURS REQUESTED.*

---

*Tuesday, June 7, 1994 - 7:00 PM  
Multnomah County Courthouse, Room 602*

**BUDGET HEARING**

*PH-1      The Multnomah County Board of Commissioners Will Convene for the Purpose of Receiving Public Testimony Regarding the 1994-95 Multnomah County Budget*

---

Wednesday, June 8, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602

**BUDGET WORK SESSION**

WS-2      *The Multnomah County Board Will Propose and Review Amendments to the  
1994-95 Multnomah County Budget*

---

Thursday, June 9, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

**REGULAR MEETING**

**CONSENT CALENDAR**

**COMMUNITY AND FAMILY SERVICES DIVISION**

C-1      *Ratification of Intergovernmental Agreement Contract 105124 Between  
Multnomah County and the City of Gresham, to Coordinate Funding for  
Services to Homeless and Low Income Hispanics in East County, for the  
Period July 1, 1993 through June 30, 1994*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-2      *FD 1-94 FINAL ORDER in the Matter of Reversing the Decision of the  
Hearings Officer and Approving a Variance to the Finished Floor Elevation for  
a Single Family Residence on Property Located at 11930 SE Liebe Street*

C-3      *FD 3-94 FINAL ORDER in the Matter of Reversing the Decision of the  
Hearings Officer and Approving a Variance to the Finished Floor Elevation for  
a Single Family Residence on Property Located at 11950 SE Liebe Street*

C-4      *ORDER in the Matter of the Execution of Deed D941002 Upon Complete  
Performance of a Contract to John J. Powell and Shirley A. Powell*

C-5      *ORDER in the Matter of the Execution of Deed D941012 Upon Complete  
Performance of a Contract to P. A. Saito*

C-6      *ORDER in the Matter of the Execution of Deed D941014 for Certain Tax  
Acquired Property to John A. Van Ausdell*

C-7      *ORDER in the Matter of the Execution of Deed D941015 Upon Complete  
Performance of a Contract to Edward L. Rudiger and Vicky I. Johnson*

C-8      *ORDER in the Matter of the Execution of Deed D941016 Upon Complete  
Performance of a Contract to Dorothy G. Halvorson*

## DEPARTMENT OF HEALTH

- C-9      *Ratification of Intergovernmental Agreement Contract 202434 Between Multnomah County and the Oregon Department of Education, Wherein the County will Perform Sanitation Inspections of the Oregon Department of Education's Child Nutrition Program Food Preparation Facilities and Meal Sites, for the Period Upon Execution through September 30, 1994*
- C-10     *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 200704 Between Oregon Health Sciences University and Multnomah County, Providing a Community Health Nurse and Office Space for the Child Development and Rehabilitation Center's CaCoon Program for Children with Special Health Needs, and Extending the Agreement for the Period July 1, 1994 through June 30, 1995*
- C-11     *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 201224 Between Multnomah County and Oregon Health Sciences University, Providing Various General Housekeeping Modifications, Including the Provision of County Purchase of 60 Personal Computers Instead of OHSU, and OHSU Reduction of its First Year Hardware Usage Fee from \$150,000 to \$3,900 to Compensate for Said Modification, for the Period Upon Execution through December 31, 1998*

## JUVENILE JUSTICE DIVISION

- C-12     *Ratification of Intergovernmental Agreement Contract 100295 Between Clackamas County and Multnomah County, Providing Continuation of Electronic Monitoring Services as an Alternative to Detention, for the Period July 1, 1994 through June 30, 1995*

## NON-DEPARTMENTAL

- C-13     *In the Matter of the Appointments of Sarah Mahler, Doug Cowley, Lynette Stinson, Basil Panaretos, Jean Haliski and Steve Rose to the 1994 BOARD OF RATIO REVIEW*
- C-14     *In the Matter of the Appointment of Arnold Dingley to the FOOD SERVICE ADVISORY COMMITTEE*

## REGULAR AGENDA

## NON-DEPARTMENTAL

- R-1      *In the Matter of Recognition of Multnomah County Employee JAN THOMPSON, Purchasing Specialist 2, as "BUYER OF THE YEAR"*
- R-2      *Ratification of Memorandum of Understanding Contract 500025 Between the Historic Columbia River Highway Advisory Committee, Oregon Department*

*of Transportation, Oregon State Parks and Recreation Department, Oregon Tourism Division of Economic Development Department, City of Cascade Locks, City of Hood River, City of Mosier, Multnomah County, Hood River County, Wasco County, Columbia River Gorge National Scenic Area Forest Service, and the Columbia River Gorge Commission, to Establish a Framework for Future Cooperation on Activities Effecting the Historic Columbia River Highway Historic District (9:30 AM TIME CERTAIN, 10 MINUTES REQUESTED)*

**DISTRICT ATTORNEY'S OFFICE**

- R-3      *Budget Modification DA 8, Requesting Authorization to Transfer Funds from Personnel Services to Professional Services, to Fund an Office Move within the Support Enforcement Division*
- R-4      *Budget Modification DA 9, Requesting Authorization to Increase the Anti-Drug Grant to Reflect the Actual Grant Award*

**SHERIFF'S OFFICE**

- R-5      *Request for Policy Direction Regarding Bureau of Emergency Communication (BOEC) Cost for Sauvie Island Volunteer Fire Department*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-6      *Ratification of Intergovernmental Agreement Contract 301804 Between the State of Oregon, Department of Administrative Services, and Multnomah County, Providing Multnomah County Access to and Use of the State's Telecommunications Backbone Network Services*
- R-7      *Ratification of Intergovernmental Agreement Contract 301814 Between the State of Oregon, Department of Administrative Services, and Multnomah County, Providing Multnomah County Access to and Use of the State's Telecommunications Equipment and Service Agreement for Fiber Optic Network Services*

**DEPARTMENT OF HEALTH**

- R-8      *Third Reading and Possible Adoption of an ORDINANCE Adopting an Ambulance Service Plan for Multnomah County Pursuant to ORS 823.180*

**NON-DEPARTMENTAL**

- R-9      *Budget Modification NOND 17 Requesting Authorization to Transfer \$2,000 from Materials and Services to Capital Outlay, within the Finance Division Budget, in Order to Purchase a FAX Machine*
- R-10     *Budget Modification NOND 18 Requesting Authorization to Transfer Funds*

*from Personal Services and Materials and Services to Capital Outlay, within Commission District 4 Budget, for the Purchase of Computers*

- R-11     *RESOLUTION in the Matter of Reassessing the Role of the Sheriff's Office in Law Enforcement and Establishing its Future Mission*
- R-12     *First Reading of a Proposed ORDINANCE Relating to the Pay Ranges and COLA Increases for Exempt Employees and Repealing Ordinance Nos. 767, 774, 777 and 788*
- R-13     *First Reading of a Proposed ORDINANCE Amending the Multnomah County Code, Section 5.10.090 and 5.10.160(D), Relating to Fees Assessed to Recover the Costs of Dishonored Checks*
- R-14     *First Reading of a Proposed ORDINANCE Amending the County Code Section 5.50.050(5) to Authorize Transfer of \$600,000 Per Year, for Three Years to the Portland Center for the Performing Arts (PCPA) and \$100,000 Per Year, for Three Years to the Metropolitan Arts Commission (MAC)*
- R-15a    *Consideration of a RESOLUTION in the Matter of Acquisition of Real Property for the Construction of the Midland Branch Library Project [Current Bliss Site]*
- R-15b    *Consideration of a RESOLUTION in the Matter of Acquisition of Real Property for the Construction of the Midland Branch Library Project [Russellville Site]*

**PUBLIC COMMENT**

- R-16     *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*
- 

*Thursday, June 9, 1994 - 1:00 PM  
Multnomah County Courthouse, Room 602*

**BUDGET HEARING**

- PH-2     *The Tax Supervising and Conservation Commission Will Meet to Discuss and Conduct a Public Hearing on the 1994-95 Annual Budget for the DUNTHORPE-RIVERDALE COUNTY SERVICE DISTRICT NO. 1 and the MID-COUNTY SERVICE DISTRICT NO. 14*
- PH-3     *The Tax Supervising and Conservation Commission Will Meet to Discuss and Conduct a Public Hearing on the 1994-95 Annual Budget for MULTNOMAH COUNTY*

MEETING DATE: JUNE 7, 1994

AGENDA NO: E-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Executive Session Pursuant to ORS 192.660(1)(d)

BOARD BRIEFING Date Requested: June 7, 1994

Amount of Time Needed: 8:30 - 9:30 a.m.

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Non-Departmental

DIVISION: Labor Relations

CONTACT: Kenneth Upton

TELEPHONE #: 248-5135

BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Kenneth Upton

**ACTION REQUESTED:**

☒ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d), for Deliberations with Labor Relations Staff Regarding Labor Negotiations

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 JUN - 1 PM 4:08

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

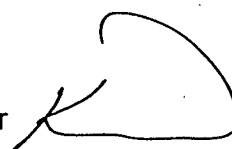
(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

By Hand Delivery or FAX

## MEMORANDUM

TO: Board of County Commissioners  
Sheriff Robert Skipper

FROM: Kenneth Upton, Labor Relations Manager 

DATE: May 26, 1994

SUBJECT: Amendment to Labor Agreement regarding Layoff of Deputy Sheriffs (MCDSA Agreement)

As a follow up to the attached memorandum from Darrell (Attachment A), I have had several discussions with the Sheriff and others regarding the process by which any amendment might be crafted to deal differently with Deputy Sheriff layoffs than as currently provided by the 1992-95 MCDSA Agreement. I have spoken to four Commissioners (or their representatives) as well as the Sheriff regarding this issue. As you well know, perspectives differ on this matter, as well as the underlying budget issues. The Sheriff is convinced that a top down volunteer approach is the best approach in this case and that this is also the amendment which would be supported by the Association. He has directed me to prepare an amendment to the above effect which will be reviewed by the Association. A copy will be forwarded in the next few days.

If any other Board member has questions or concerns, or would like me to prepare alternative amendment language, please call. Delma has indicated that an executive session to discuss the matter has been scheduled from 8:30 - 9:30 a.m., June 7.

c: John Bunnell  
Randy Amundson  
Bill Farver

File: MCDSA Contract Administration

Attachment

F:\DATA\WP\CENTER\LABREL\USKU0070



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

## CONFIDENTIAL MEMORANDUM

TO: Board of Commissioners  
Sheriff Skipper

FROM: Darrell Murray, Deputy Labor Relations Manager

DATE: May 17, 1994

SUBJECT: Order Of Deputy Transfers to City

### The Association Proposal

Pieter Van Dyke raised an issue in the City-County Task Force of which you need to be aware, if you aren't already. The Association wants any July 1 transfers to be volunteers, with the option of volunteering given to the most senior deputies first. If this system were in place, the transfers could potentially consist exclusively of the most senior employees. The City strongly prefers at least a mix of seniority and fears that volunteers might include those fleeing discipline or who have other fitness for duty problems.

### What The Current Contract Provides

The current contract language says that those employees transferring by virtue of annexation will be selected from a list of more senior employees beginning with those hired in 1974. The next most senior employees will thereafter be taken in order until the transfer slots are filled. For transfers "unconnected with annexation", the least senior employee goes first, the next least senior next, and so on. So both the number of employees transferring and the reason for their transfer has bearing on the seniority mix of the transfers as a group.

### How The Current Contract Would Play Out

Identifying budget reductions which result from annexation and those which are unconnected to annexation poses a fact-finding problem. Under the present agreement, if positions are cut the employer will have to make its best estimate concerning the

number which are associated with annexation and which are not. The lower the number connected to annexation, the higher the number of layoffs/transfers that will come from the least senior first list. That would make the City happy and the Association unhappy. A grievance may be filed challenging the order of transfer. An arbitrator would have to decide whether the employer's determination was correct. Although an adverse ruling would create some technical headaches, the basic cuts and transfers would almost certainly remain intact. On the other hand, if the employer determines that a high percentage or all of the transfers are connected with annexation, the transfers will be from the list of more senior employees. The Association will be less likely to grieve but the City will be less satisfied.

#### How The Association's Proposal Plays Out

Pieter says that a seniority mix would almost surely result from his proposed voluntary system if the Board adopts "Resolution B" giving the MCSO a more certain future. Absent that, Van Dyke says the more senior employees are likely to volunteer. I asked him whether the Association would identify those employees who would volunteer under his proposal, but he felt this would not be possible until the Association has a clearer indication of what the post-cut MCSO will look like; i.e. what functions will remain and their stability. Whether a list might be produced after the Board decides what cuts, if any, will be made is also uncertain. But the budgetary decision will answer some questions and allow employees to solidify individual preferences.

In any event, at some point soon you may need to make a decision concerning whether you wish to enter into an agreement changing the existing contract to adopt the Association's proposal. You may or may not know in advance who would volunteer under the proposal. Because seniority is a matter significantly affecting both compensation and operations, my best guess is that this is a subject matter over which the Sheriff and Board exercise joint authority to dictate the employer's direction. After the Board has reached a decision on the magnitude of any cuts, I will again solicit a list from Pieter if the Association continues to advance its proposal. Thereafter you will be asked for guidance on this question.

I will be leaving on vacation May 18. Ken Upton will substitute for me on this matter until I return June 7. Whichever of us is available will be glad to discuss this matter with you at your convenience.



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214


PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

## CONFIDENTIAL MEMORANDUM

TO: Board of County Commissioners

FROM: Ken Upton, Labor Relations Manager 

DATE: June 6, 1994

SUBJECT: Executive Session - June 7, 1994

At the request of the Chair's Office, the issue of the PERS Initiative and possible contractual remedies has been added to our agenda for tomorrow's executive session. I have had an initial opportunity to speak to each of you regarding this matter. The reactions of the Board members on an individual basis to the wisdom of pursuing contractual remedies were mixed, but there did appear to be a consensus that the Board should discuss this matter as a body. Whether we will have adequate time, information, or analysis to fully resolve direction on this issue at tomorrow's session is unclear. If necessary, however, a follow-up session can be scheduled, at which a final decision can be reached.

If you have any initial thoughts or concerns, please call.

N:\DATA\WP\CENTER\LABRELL\BKU109

c: Kelly Bacon  
Bill Farver  
Darrell Murray  
District Attorney Michael Schrunk  
Sheriff Robert Skipper

File: MCDSA Contract Administration  
ONA Bargaining Binder - Correspondence

1994 JUN - 6 AM 9:59  
MULTNOMAH COUNTY  
OREGON  
CLERK OF  
COUNTY COMMISSIONERS

Board of County Commissioners - Proposed Agenda/Briefing Outline  
Executive Session

June 7, 1994

Issue/Agenda Item	Attachment # and Title
<ul style="list-style-type: none"><li>1. Amendment to MCDSA Agreement Governing Layoff. . . . .<ul style="list-style-type: none"><li>A. Sheriff Proposed Amendment.</li><li>B. Related Issues?<ul style="list-style-type: none"><li>1. Precedent.</li><li>2. Sub-contracting and unannexed islands.</li><li>3. Other</li></ul></li></ul></li><li>2. PERS Initiative.<ul style="list-style-type: none"><li>A. Policy Merits and Content. . . . .</li><li>B. History of PERS and Bargaining.<ul style="list-style-type: none"><li>1. Pick-up.</li><li>2. Sick leave.</li></ul></li><li>C. Effective of Initiative 3.<ul style="list-style-type: none"><li>1. Fiscal. . . . .</li><li>2. Retirement Turnover.</li><li>3. Morale.</li><li>4. Legal. . . . .</li></ul></li></ul></li></ul>	<ul style="list-style-type: none"><li>1. June 3, "Draft Amendment."</li><li>2. Copy of Initiative.</li><li>3. June 6, 1994. Memo from Dave Warren to Ken Upton.</li><li>4. May 31, 1994. Memo from Ken Upton to Larry Kressel.</li></ul>



- Draft June 3, 1994 -

AMENDMENT TO  
COLLECTIVE BARGAINING  
AGREEMENT

Witnesseth

WHEREAS, Multnomah County, Oregon (the County), the Sheriff of Multnomah County, Oregon (the Sheriff), and the Multnomah County Deputy Sheriffs Association (the Association) have entered into a collective bargaining agreement for the period 1992-95 (the Agreement), and

WHEREAS, Article 14, Section H of the Agreement provides for specific terms involving any layoff which may result from annexation, and

WHEREAS, contemplated budgetary actions by the County related to annexation by the City of Portland of certain areas of unincorporated Multnomah County, and/or budgetary actions related to the transfer of functions from the County to the City, would result in the layoff of employees represented by the Association, and

WHEREAS, there is a desire of the parties to modify the impact of the above actions on employees both as may relate to these actions and other such actions which may occur during the life of the Agreement,

NOW THEREFORE, it is agreed the Agreement is amended to delete the current Article 14, Section H and to substitute the following:

"H. Annexation and Intergovernmental Agreements

1. Order of Layoff Within Classification

In the event of layoffs resulting from annexation, or any intergovernmental agreement allowable under this Agreement, the order of layoff within the affected classification shall be by a reasonable procedure developed by the Sheriff allowing for employees to voluntarily opt for layoff by seniority order beginning with the most senior. If sufficient volunteers for any layoff are not available, the remaining employees shall be selected for layoff in reverse order of seniority.

2. Order of Classifications Subject to Layoff

The layoff process prescribed in "1" above shall be applied first to the classification of Sergeant. Following the voluntary portion of the layoff process in application to the Sergeant classification, any remaining Sergeant may voluntarily demote to the classification of Deputy Sheriff and be placed appropriately on that seniority list.

3. Status of Employees Transferred or Voluntarily Demoted

Employees who are laid off for the purpose of transfer to another government under the terms of this section ("H"), or voluntarily demote under the terms of Subsection "2" above, shall not be placed on a layoff list.

4. Time Limits

The time limits for layoff notices and transfers resulting from application of this section ("H") are waived in application to any layoff occurring in June or July of 1994."

Except as modified by this Amendment, the Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

**MULTNOMAH COUNTY DEPUTY  
SHERIFFS ASSOCIATION**

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**MULTNOMAH COUNTY, OREGON  
BOARD OF COMMISSIONERS**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Commissioner

**MULTNOMAH COUNTY, OREGON  
SHERIFF**

By \_\_\_\_\_  
Sheriff

REVIEWED:

\_\_\_\_\_  
Laurence Kressel  
County Counsel  
Multnomah County, Oregon

NEGOTIATED BY:

\_\_\_\_\_  
Kenneth Upton  
Labor Relations Manager  
Multnomah County, Oregon



## OFFICE OF THE SECRETARY OF STATE

NEWS RELEASE

ATTACHMENT 2

PHIL KEISLING

For Immediate Release:  
June 9, 1993

Contact: Donna Birkey  
378-4144

The Office of the Secretary of State has received a certified ballot title from the Attorney General for an initiative petition proposing a constitutional amendment.

In addition, Secretary of State Phil Keisling determined that the proposed initiative measure was in compliance with the single subject provision of the Oregon Constitution.

The certified ballot title is as follows:

### AMENDS CONSTITUTION: PUBLIC EMPLOYEES PAY

#### PART OF SALARY FOR PENSION

**QUESTION:** Shall Constitution require public employees to pay six percent of salary toward pension, bar pension increase from unused sick leave?

**SUMMARY:** Amends Oregon Constitution. State government, some local governments now pay full cost of employee pensions. Law now permits pension increase from unused sick leave. Measure requires public employees to pay six percent of salary toward pension. Bars government on, after January 1, 1995, from contracting to relieve employees of contribution duty or to increase salary, benefits as offset. Bars government contracts to guarantee interest rate on public pension funds. Prohibits raising pension benefits from unused sick leave for employees retiring on, after January 1, 1995.

Chief Petitioner(s): Bill Sizemore, 2168 SE Scott, Gresham, OR 97080; Jeanette Basl, 681 NE Berry, Sublimity, OR 97385; Barbara Ash, 1925 SW Childs Rd., Lake Oswego, OR 97034.

- OVER -

AN ACT

Be it enacted by the People of the State of Oregon:

Paragraph 1. The Oregon Constitution is amended by creating new sections to be added and made a part of Article IX, such sections to read:

Section 10. (1) Notwithstanding any existing State or Federal laws, an employee of the State of Oregon or any political subdivision of the state who is a member of a retirement system or plan established by law, charter or ordinance, or who will receive a retirement benefit from a system or plan offered by the state or a political subdivision of the state, must contribute to the system or plan an amount equal to six percent of their salary or gross wage.

2. On and after January 1, 1995, the state and political subdivisions of the state shall not thereafter contract or otherwise agree to make any payment or contribution to a retirement system or plan that would have the effect of relieving an employee, regardless of when that employee was employed, of the obligation imposed by subsection (1) of this section.

3. On and after January 1, 1995, the state and political subdivisions of the state shall not thereafter contract or otherwise agree to increase any salary, benefit or other compensation payable to an employee for the purpose of offsetting or compensating an employee for the obligation imposed by subsection (1) of this section.

SECTION 11. (1) Neither the state nor any political subdivision of the state shall contract to guarantee any rate of interest or return on the funds in a retirement system or plan established by law, charter or ordinance for the benefit of an employee of the state or a political subdivision of the state.

Section 12. (1) Notwithstanding any existing Federal or State law, the retirement benefits of an employee of the state or any political subdivision of the state retiring on or after January 1, 1995, shall not in any way be increased as a result of or due to unused sick leave.

Section 13. If any part of Sections 10, 11 or 12 of this Article is held to be unconstitutional under the Federal or State Constitution, the remaining parts shall not be affected and shall remain in full force and effect.



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
 BEVERLY STEIN  
 DAN SALTZMAN  
 GARY HANSEN  
 TANYA COLLIER  
 SHARRON KELLEY

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

TO: Ken Upton, Labor Relations Manager  
 FROM: Dave Warren, Principal Budget Analyst *DCW*  
 DATE: June 6, 1994  
 SUBJECT: Substituting Base Pay for PERS Pick Up.

## COST NEUTRAL PROPOSAL

Here are the basic factors involved in providing County employees with additional base pay in place of the 6% "pickup" of the employee contribution to PERS.

1994-95 budgeted FTE	3,677
1994-95 Budgeted base pay	\$ 126,985,642
Base used by PERS to determine contribution	134,604,781
Cost of "6% Pickup"	8,076,287
FICA and Tri-Met Tax paid on base pay	<u>10,501,713</u>
Total Current Cost	\$ 145,563,642

The Total Current Cost sets the proverbial bottom line within which the proposed change must fit. To keep the total cost to the County at \$145,563,642, the County can afford to increase base pay by 5.8742%. This is slightly less than 6% because the increase in base pay will require additional FICA and Tri-Met payments by the County.

1994-95 Adjusted base pay	\$ 134,445,037
FICA and Tri-Met Tax paid on base pay	<u>11,118,605</u>
Total Current Cost	\$ 145,563,642

These figures assume the change is effective for a full year. The percentage change would be the same no matter whether it went into effect in July or January.

The flip side of this discussion, of course, is how much the County would save by not changing the base pay of employees. If the proposed constitutional amendment passes without any other action on the County's part, the County will save approximately \$4 million in 1994-95 (the County pickup ending on December 30, 1994). On a full year basis, the County would save about \$8 million.

## OTHER DISCUSSION

### Other Rollup Costs

The County is largely self-insured for most kinds of risk. To make sure that the cost of claims is covered, each organization is charged a percent of payroll and the revenue derived from these charges is accumulated in the Insurance Fund. The Insurance Fund pays claims, administration costs, and some insurance premiums and retains actuarially recommended reserves for workers compensation, liability, unemployment, etc.

I have excluded the effects of these charges from my computations of the "cost neutral" proposal. I believe that an actuarial analysis would be needed to determine whether we would need to accumulate a greater amount in the Insurance Fund as a result of the change in base pay. I believe that other factors than raw compensation are more likely to drive the amounts to be accumulated and that the change in base pay would result in a corresponding decrease in the rates charged organizational budgets.

Similarly, the amounts paid by the County to PERS as the required employer contribution should not be affected by the "cost neutral" proposal. PERS already computes the amounts to be paid based on the artifice of including the 6% employee contribution in the base pay upon which the County makes its contributions. The County determines the rates needed to produce the appropriate payments to PERS. Again, we would require actuarial assistance to be absolutely sure.

### Impact on employee disposable income

The "cost neutral" proposal, unfortunately, will not be neutral to employees. As the following table shows, the average County employee would come up short in disposable income.

	<u>Current Situation</u>	<u>Proposal</u>
Base Pay of Average Employee	\$ 34,534	\$ 36,562
Employee Paid FICA	(2,642)	(2,797)
State/Federal Tax (est. @ 19%)	(6,561)	(6,947)
PERS Contribution	0	(2,194)
Estimated Disposable Income	\$ 25,331	\$ 24,625
Loss		\$ (706)

This estimate is based on an estimate of 19% income tax paid on gross wages. Differences between employees in the level of taxes paid make this a chancy estimate. The estimate reflects actual percentages of gross currently being withheld by the County for income tax purposes -- the only way I can see to get a handle on the amount to be lost to taxation.

It may be possible to avoid Federal and/or State income tax on the amount of base pay that is contributed to PERS, but Mindy Harris in Payroll believes this is unlikely.

Note that the proposal is hard on employees, but is a large improvement over doing nothing. The following table shows how the requirement that they pick up the 6% contribution would affect employees if no change is made.

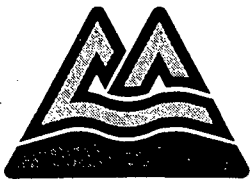
Substituting Base Pay for PERS Pickup  
June 6, 1994

	<u>Current Situation</u>	<u>No Action</u>
Base Pay of Average Employee	\$ 34,534	\$ 34,534
Employee Paid FICA	(2,642)	(2,642)
State/Federal Tax (est. @ 19%)	(6,561)	(6,561)
PERS Contribution	<u>0</u>	<u>(2,072)</u>
Estimated Disposable Income	\$ 25,331	\$ 23,259
Loss		\$ (2,072)

Cost of "Making Employees Whole"

The County could further increase base pay to cover the loss to employees. Using the assumptions above, this would require additional base pay of \$2.6 million in a full Fiscal Year. In addition, this increased amount of base pay would drive additional FICA and PERS contributions of about \$700,000. The total additional cost to the County would be \$3.3 million.

- c. Dave Boyer  
Barry Crook  
Mindy Harris  
Curtis Smith.



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214


PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

## CONFIDENTIAL MEMORANDUM

TO: Larry Kressel, County Counsel

FROM: Kenneth Upton, Labor Relations Manager 

DATE: May 31, 1994

SUBJECT: Advanced Warning - Legal Questions Which May Arise Regarding PERS Initiative

The attached (Attachment A) initiative measure raises a number of legal questions, particularly in light of the proposal from ONA which was transmitted to the Board by an option memorandum from Darrell (Attachment B). While not requesting a formal legal opinion at this time, since the Board's interest is unclear, I wished to give as much advance notice as possible of legal concerns. Initial legal questions regarding this matter are:

### 1. Challenges

There was some initial interest in challenging the measure as a multiple issue matter. What is the deadline for raising such challenges? Who has standing to raise such a challenge? Would such a challenge prevail?

### 2. Pre-Effective Date Remedies

Would remedies to the effect of the above measure, e.g. wage offsets which went into effect prior to January 1, 1995, be subject to legal challenge by proponents of the measure? If so, would the date of the remedy be of any legal consequence:

- After July 1, 1994 but prior to January 1, 1995?
- After November vote, but prior to January 1, 1995?

### 3. Existing Contracts

What effect, if any, would this measure have on existing contracts which expire after January 1, 1995?

### 4. Extensions

Assuming contracts in effect as of January 1, 1995 would not be nullified as to the "pick-up" provision, would it be legally possible to extend current contracts by amendment and thus "put

Larry Kressel, County Counsel  
May 31, 1994  
Page 2

off" the effect? Is there any time limit, e.g. 10 years? Would it be possible to have a long-term, e.g. 10 year, contract which opened on all provisions but the "pick-up" during its term?

5. Withdrawal Effects

What effects would withdrawal of one bargaining unit from the "pick-up" have on our obligations to exempt employees and/or other bargaining units? (See OAR 459-10-208).

6. Sick Leave in Application to Final Average Salary

Bill Sizemore, one of the key players in this initiative, claimed at a recent debate that sick leave accrued through December 30, 1994 would still be applicable to final average salary under this measure. Is this a legally correct assertion? If so, would such leave be subject to a first in, first out (FIFO) or last in, first out (LIFO) usage and accountancy principle?

7. Prohibited Subject of Bargaining

Despite the savings clauses of our various labor contracts, is it the case that any "remedy" bargaining concerning this matter on or after January 1, 1995 would be a violation of law?

If any cc has an additional legal question, please contact me for discussion.

N:\DATA\WP\CENTER\LABREL\LBKU106

Attachments

c: BCC  
Gary Blackmer  
Darrell Murray  
Michael Schrunk  
Robert Skipper

File: ONA Bargaining Binder - Correspondence  
**PERS Initiative**

# Eugene teachers' contract fuels fire

■ **Oregon Taxpayers United objects to the district's agreement to make pension contributions**

## THE DEAL

■ **TIME:** a two-year contract

■ **COVERING:** Eugene's 1,020 teachers

■ **PROVISIONS:** The teachers receive a 2 percent raise in return for giving up other compensation equal to the increase

By DANA TIMS

Correspondent, The Oregonian

EUGENE — Approval of a new contract for Eugene's teachers has stoked the fires of a statewide debate headed for the November ballot.

The contract amounts to "outright treachery," said Bill Sizemore, the leader of an initiative aimed at requiring public employees to make contributions to their retirement fund.

"It's a betrayal of the public trust," said Sizemore, executive director of Oregon Taxpayers United. "I guarantee you, this will come back to haunt them in November."

The Eugene contract, ratified Thursday, marks the first time a large Oregon school district has taken steps that effectively would skirt Sizemore's proposed initiative.

But what incensed Sizemore wasn't the contract itself, a two-year deal calling for Eugene's 1,020 teachers to receive a 2 percent pay increase in return for giving up other compensation equal to the increase.

Instead, he objected to approval of an accompanying 10-year agreement, under which the district will continue paying teacher pension contributions.

If other public employee bargaining units follow Eugene's example, the result could nullify the November initiative, he said. If that happens, Sizemore said, his group would be back in 1996 with another

“

*It's a betrayal of the public trust. I guarantee you, this will come back to haunt them in November.*

**Bill Sizemore,**  
Oregon Taxpayers United

*Their initiative has not even been filed, much less voted upon. For them to call it the will of the people is really a reach.*

**Bruce Adams,**  
Oregon Education Association

”

initiative that would tie public employee compensation and government spending to the rate of growth in the private sector.

Although Sizemore declined to be more specific about the possibility of a 1996 initiative, he said, "It will make them wish they had not chosen this route."

Union and school district officials characterized Sizemore's comments as threats not worthy of discussion.

"Their initiative has not even been filed,

much less voted upon," said Bruce Adams, Oregon Education Association president. "For them to call it the will of the people is really a reach."

Ted Heid, the Eugene School District's labor relations director, said the contract approval amounted to nothing more than continuance of a practice started in 1979. That was the year the state Legislature first authorized public employers to pick up a share of their workers' pensions. In exchange, workers agreed to forgo salary increases based on the inflation rate, which at that time ranged between 11 percent and 13 percent.

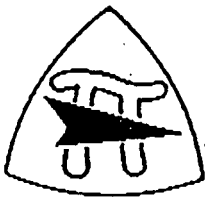
Adams said he had no idea whether other public employee groups would follow Eugene's lead. But he would be surprised if teachers and districts sitting down for bargaining talks around the state didn't at least consider such a move, he said.

"I assume that virtually every bargaining group in the state is talking about the options available to them if the initiative gets on the ballot and passes," he said. "But whether people are going to take this same approach, I couldn't tell you."

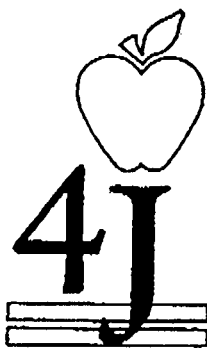
Sizemore, mincing no words, called that assertion a lie.

"It's being discussed everywhere and the OEA knows it because they are doing constant surveys on it," he said. "When they say they don't know anything about it, they are lying through their teeth."

**EUGENE EDUCATION ASSOCIATION**



**AND**



**EUGENE SCHOOL DISTRICT 4J**

**1994-2004**

**COLLECTIVE BARGAINING AGREEMENT**

# TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE . . . . .	1
Article I      RECOGNITION . . . . .	1
Exclusive Representative (1.1) . . . . .	1
No Obligation (1.2) . . . . .	2
Duty of Fair Representation (1.3) . . . . .	2
Article II     STATUS OF AGREEMENT . . . . .	2
Copies of the Agreement (2.1) . . . . .	2
Modification (2.2) . . . . .	2
Effective Date (2.3) . . . . .	2
Negotiating a Successor Agreement (2.4) . . . . .	3
Compliance Between Individual Contract and Master Agreement (2.5) . . . . .	3
Article III    NON-DISCRIMINATION . . . . .	3
Article IV     SALARIES AND RELATED COMPENSATION . . . . .	3
Professional Salary Plan . . . . .	3
Article V      GRIEVANCE PROCEDURE . . . . .	4
Purpose (5.1) . . . . .	4
Definitions (5.2) . . . . .	4
Grievance (5.2.1) . . . . .	4
Aggrieved Person (5.2.2) . . . . .	4
Party in Interest (5.2.3) . . . . .	4
Representative (5.2.4) . . . . .	4
Day (5.2.5) . . . . .	4
Procedure (5.3) . . . . .	4
Time Limits (5.3.1) . . . . .	4
Informal Level (5.3.2) . . . . .	5
Level One - Superintendent (5.3.3) . . . . .	5
Level Two - Arbitration (5.3.4) . . . . .	5
Miscellaneous (5.4) . . . . .	6
Rights of Unit Members to Representation (5.4.1) . . . . .	6

Group Grievance (5.4.2)	7
Similar Grievances (5.4.3)	7
Written Decision (5.4.4)	7
File of Grievance Papers (5.4.5)	7
Forms (5.4.6)	7
Meetings and Hearings (5.4.7)	8
Reprisals (5.4.8)	8
Alteration (5.4.9)	8
Investigation (5.4.10)	8
Arbitrability (5.4.11)	9

COLLECTIVE BARGAINING AGREEMENT  
between  
EUGENE SCHOOL DISTRICT NO. 4J, LANE COUNTY, OREGON  
and  
THE EUGENE EDUCATION ASSOCIATION

This Agreement made the 1st day of June, 1994, by and between the EUGENE EDUCATION ASSOCIATION, herein called "Association," and the Board of Directors on behalf of EUGENE SCHOOL DISTRICT NO. 4J, Lane County, Oregon, herein called "Board" or "District."

PREAMBLE

The Association and District recognize their collective responsibility for working with the community to achieve and maintain an exemplary education program. To this end, we pledge to work together collaboratively and cooperatively and to maintain a long term relationship free of conflict and confrontation.

In accordance with these principles and the Oregon Public Employee Bargaining Act, the parties have reached the following articles of agreement.

The parties to this Agreement agree as follows:

ARTICLE I - RECOGNITION

1.1 EXCLUSIVE REPRESENTATIVE: The Board hereby recognizes the Eugene Education Association as the exclusive representative, as defined in ORS 243.650 to 243.782, of all certified personnel, except supervisory and confidential personnel, substitutes, per diem employees, and employees working less than one-half time.

1.1.1 The term "unit member" shall include all employees represented by the Association in the bargaining unit. The term shall include teachers, counselors, nurses, librarians, social workers, psychologists, vocationally certified teachers, speech clinicians, occupational therapists, physical therapists, athletic trainers, reading specialists, home service consultants, clinical professors, department chairpersons, and head teachers.

1.1.2 The term "Board" shall include its officers and agents.

- 1.1.3 The term "Superintendent" shall include the Superintendent or his/her designee.
  - 1.1.4 The term "substitute" shall include those teachers who teach fewer than one hundred four (104) consecutive teaching days in a school year for a teacher who is absent.
  - 1.1.5 Solely for the purpose of interpreting Section 1.1.4, the term "school year" means the period beginning with the first day teachers report to work and ending with the last day of work set by the school calendar adopted by the School Board each year.
- 1.2 NO OBLIGATION: Granting of recognition is not to be construed as obligating the District to continue any function or policy in any way.
- 1.3 DUTY OF FAIR REPRESENTATION: The Association agrees to fulfill its duty of fair representation and agrees to indemnify, defend and hold the District harmless against any claim, demand, suit or liability (monetary or otherwise) arising from any action taken or not taken by the Association with respect to its duty of fair representation. The Association's liability begins at the point the Association breaches its duty of fair representation. Under this provision the Association is not liable for the District's attorney fees.

## ARTICLE II - STATUS OF AGREEMENT

- 2.1 COPIES OF THE AGREEMENT: There shall be two signed copies of this Agreement for the purpose of records. One shall be retained by the District and one by the Association. Expenses of printing and distributing this Agreement shall be borne equally by the parties.
- 2.2 MODIFICATION: This Agreement shall not be modified in whole or in part except by mutual consent of the parties.
- 2.3 EFFECTIVE DATE:
- 2.3.1 This Agreement shall take effect on July 1, 1994 and shall be implemented on that date.
  - 2.3.2 This Agreement shall remain in full force through June 30, 2004 and thereafter shall continue in full force and effect, except as provided in Section 2.4 below.

- 2.4 NEGOTIATING A SUCCESSOR AGREEMENT: After January 1, 2004, the parties will enter into collective bargaining over a successor agreement upon receipt of written notice from either party of the intent to enter into such negotiations. The terms of this Agreement shall continue in full force and effect for six (6) months following the notice of intent to renegotiate. Any Agreement so negotiated shall be reduced to writing and signed after ratification by the parties.
- 2.5 COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT: Any individual contract between the District and any member of the Eugene Education Association bargaining unit must be consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

### ARTICLE III - NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all unit members in compliance with the applicable law against discrimination as to race, color, creed, sexual orientation, national origin, age, sex or marital status.

### ARTICLE IV - SALARIES AND RELATED COMPENSATION

PROFESSIONAL SALARY PLAN: The professional salary plan for all unit members, shall include the following:

The District shall continue to pay as permitted by ORS 237.075 the six percent (6%) unit member contribution to the Public Employee Retirement System for the unit members then participating in the Public Employee Retirement System. Such payment of unit member monthly contributions to the System shall continue for the life of this Agreement. Payment of the unit member contribution shall also be applicable to unit members who first began to participate in the System on and after September 1, 1979.

The full amount of required unit member contributions paid by the district on behalf of unit members shall be considered as "salary" within the meaning of ORS 237.003(8) for the purpose of computing a unit member's "final average salary" within the meaning of ORS 237.003(12) but shall not be considered as "salary" for the purposes of determining the amount of unit member contribution required to be contributed pursuant to ORS 237.071. Such paid unit member contributions shall be credited to unit member accounts pursuant to ORS 237.071(2) and shall be considered to be

unit member contributions for the purposes of ORS 237.001 to 237.320.

#### ARTICLE V - GRIEVANCE PROCEDURE

5.1 PURPOSE: The purpose of the grievance procedure is to secure equitable solutions to matters which may be grieved under this procedure.

#### 5.2 DEFINITIONS:

5.2.1 GRIEVANCE: A "grievance" is a claim based on an interpretation, application or violation of provisions of this Agreement. Disputes involving either attempts to change the collective bargaining agreement or representation disputes arising under ORS 243.682; 243.686; or 243.692 are not grievable under this provision.

5.2.2 AGGRIEVED PERSON: An "aggrieved person" is the person or persons making the claim. The Association may be an "aggrieved person" in instances where an alleged contract violation affects the Association or a clearly defined class of unit members.

5.2.3 PARTY IN INTEREST: A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

5.2.4 REPRESENTATIVE: A "representative" is anyone, including an attorney, whom a party in interest selects to speak for and/or to advise him or her.

5.2.5 DAY: A "day" shall mean a regular work day, excluding Saturdays, Sundays, vacation days, and holidays.

#### 5.3 PROCEDURE:

5.3.1 TIME LIMITS: It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

5.3.2

INFORMAL LEVEL: Before presenting a written grievance, the aggrieved party should attempt to resolve the matter by informal conference with the administrator who has jurisdiction in the matter within ten (10) days of the aggrieved person's knowledge of an act, omission or event giving rise to the grievance. The unit member shall notify the Association, and a representative of the Association shall be given the opportunity to be present at any meeting under this section. In instances where the Association does not represent the grievant, a representative of the Association may express the views of the Association, if the Association representative believes that the adjustment proposed is inconsistent with the terms of the collective bargaining agreement.

5.3.3

LEVEL ONE - SUPERINTENDENT:

- a. If a dispute is not resolved at the informal level, the aggrieved person or a representative shall present the grievance in writing on the appropriate form to the Superintendent within twenty (20) days of the aggrieved person's knowledge of an act, omission or event giving rise to the grievance. This twenty (20) days includes the ten (10) days referenced in Section 5.3.2.
- b. This statement shall be a clear, concise statement of the grievance, the decision rendered, if any, at the informal conference, and the specific relief requested. It shall be signed by the aggrieved person.
- c. The Superintendent shall communicate his or her decision to the aggrieved party in writing within ten (10) days after receiving the grievance.

5.3.4

LEVEL TWO - ARBITRATION:

- a. The Association, which has a duty of fair representation to unit members, may submit a qualified grievance to arbitration by notifying the Superintendent within twenty (20) days of the Level Two decision.

A dispute qualifies for arbitration if it is a contract grievance. A contract grievance is one which pertains to any dispute about

the interpretation or application of this collective bargaining agreement between the parties.

- b. Within ten (10) days after such a written notice of submission to arbitration, the Superintendent and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties cannot reach agreement on an arbitrator or obtain such a commitment within the ten (10) day period, as they have in the past, they shall submit the selection of the arbitrator to AAA and be bound by the rules of that agency.
- c. The arbitrator so selected shall hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date that the final statements and briefs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasonings, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. Costs for the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

#### 5.4 MISCELLANEOUS:

- 5.4.1 RIGHTS OF UNIT MEMBERS TO REPRESENTATION: Any aggrieved person may be represented at all stages of the grievance procedure by him or herself or by a representative of his or her choice. When a unit member is not represented by the Association,

the Association shall have the right to be present at all stages of the grievance procedure.

- 5.4.2 GROUP GRIEVANCE: A group grievance may be filed when an alleged violation affects a clearly defined class of unit members. The Association may submit such grievances in writing to the Superintendent commencing at Level One.
- 5.4.3 SIMILAR GRIEVANCES: The District agrees that it will apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance, and the Association agrees that it will not support, encourage, nor represent any unit member in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. The foregoing is qualified only in the event the arbitrator's decision is set aside by a court of competent jurisdiction or the Employment Relations Board, in which case neither party shall be bound by the foregoing provision.
- 5.4.4 WRITTEN DECISION: Decisions rendered at all levels except the Informal Level shall be in writing setting forth the decision and the reasons for it. The written decision shall be transmitted promptly to all parties in interest and to the Association.
- 5.4.5 FILE OF GRIEVANCE PAPERS: All documents, communications, and records dealing with the grievance shall be designated confidential information, and shall be filed in a separate grievance file. No person other than the parties in interest, their representatives, persons designated by the Superintendent to have responsibility for labor relations and contract management, and persons assigned to maintain the District's grievance files have access to the separate grievance file without the consent of the aggrieved person.
- 5.4.6 FORMS: Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure. Forms shall include all statements requested by the District and the Association.

- 5.4.7 MEETINGS AND HEARINGS: All meetings and hearings under this procedure shall not be conducted in public and shall include witnesses, parties in interest and their designated or selected representatives as well as a court reporter or stenographer if requested by either party in interest.
- 5.4.8 REPRISALS: No reprisal of any kind shall be taken by the District or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation. No reprisal of any kind shall be taken by the Association, its agents, nor a member of the Association against the school district Board of Directors, the District's administrators or any participant in the grievance procedure by reason of such participation.
- 5.4.9 ALTERATION: The chronology of appeal procedures may be altered if all parties in interest agree in writing.
- 5.4.10 INVESTIGATION: The parties agree to provide each other with relevant information not exempt from disclosure by law to foster effective processing of grievances.
- a. If the District declares information to be exempt, the Association and grievant shall be notified in writing as to what information by title and/or description is exempt and why in the District's opinion that material is exempt from disclosure by law.
  - b. When the Association requests information which is available, the District shall provide a copy free of charge. If copies are not available, the District shall provide copies and charge the Association for the actual cost of reproduction. If the item requested is something the District does not normally compile, then the administration shall notify the Association as to the estimated time and cost to produce it. If the Association agrees, then the District shall produce the information and charge the Association the actual cost or the estimated cost of production, whichever is less.

5.4.11 ARBITRABILITY: The arbitrability or grievability of a grievance may be submitted to arbitration. The arbitrability or grievability of the claim shall be determined by the arbitrator as provided under Level Two and after completing lower steps in the grievance process. If an arbitrator rules that a grievance is not arbitrable, he/she shall proceed to rule whether or not the matter is grievable. Bringing a court action or seeking an administrative resolution of a grievance shall act as a substitution for this grievance procedure and shall constitute an election of some other remedy in place of this grievance procedure.

In witness whereof, the Association has caused this Agreement to be signed by its President and attested to by its Secretary and the Board has caused this Agreement to be signed by its Chairperson, attested by its Clerk.

EUGENE EDUCATION ASSOCIATION

EUGENE SCHOOL DISTRICT No. 4J  
LANE COUNTY, OREGON

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OPEU Survey - Spring 94

COREY, CANABARY &amp; GALANIS

RESEARCH AND COUNSEL IN MARKETING

## MEMORANDUM

RE: OREGON STATEWIDE OPINION POLL, PERIOD: MARCH 28 THRU APRIL 6, 1994  
 VOTERS DURING THE PERIOD, MARCH 28 THRU APRIL 6, 1994

FROM: TIM McCULLOUGH, Vice President

The polling firm of Corey, Canabary & Galanis recently completed an Oregon Statewide Opinion Poll among 600 registered voters concerning current issues and proposed ballot measures.

- Two-thirds of Oregon registered voters would support public employees re negotiating their 6% employee's pension contribution as salary if it didn't cost government any additional money.

The exact wording of the question and statistical results follow:

"Would you support or oppose public employees re-negotiating their 6% employee's pension contribution as salary if it didn't cost government any additional money?"

BASE: (All Registered Voters)	<u>600</u>
	%
Percent...	
SUPPORT.....	67.9
OPPOSE.....	18.8
DON'T KNOW.....	<u>13.3</u>
	100.0%

The margin of error is approximately plus or minus 4%.

XXX

# Police contract cuts PERS payment

## Officers to receive money as wages

By STEVEN BROWN  
of the East Oregonian

PENDLETON — The Pendleton City Council has approved a two-year contract with the city's Police Association, which cuts by 6 percent the city's contribution to the Public Employees Retirement System — PERS. That money, instead, will come to the officers as wages.

The council voted unanimously on the contract following a closed-door session Tuesday following its public meeting at the Vert Little Theatre.

The Pendleton Police Association, during negotiations for the 1994-96 contract, asked the city for a 6 percent increase in pay in exchange for employees investing an equal amount in their own PERS retirement accounts.

The city has been contributing a total of 16 percent to PERS. The new contract reduces the city's contribution to the retirement fund by 6 percent, but the city will continue paying 9.38 percent of wages into PERS.

Petitions are being circulated statewide seeking to place a measure before Oregon voters that would require public employees to pay either half the cost of retirement benefits or pay 6 percent of their wages for

EO 4-6-94

## Other business

Issues discussed, actions taken by the Pendleton City Council

**REZONE:** Approved a rezone and city Comprehensive Plan amendment for properties east of St. Anthony Hospital from service commercial to medium-density residential. Calvin Garton, of Garton and Associates Realtors, told the council he represents investors willing to construct five new homes in that area.

**SALE/LEASE:** Approved the sale of a city-owned building at 1816 N.W. 48th Drive near the Pendleton Airport and lease of the associated land to Christopher and Loretta Kilkenny. The Kilkenny's purchased the building for \$2,000.

**LIQUOR CODE:** Held the first reading on a proposed new Pendleton Alcoholic Liquor Code. The city's proposed ordinance is attempting to clean up the existing code which conflicts with state law. For instance, state law makes it a misdemeanor to misrepresent age. Yet violations of the city ordinance are simply violations. Other provisions of the current ordinance duplicate state law. The City Council will take final action on the revised ordinance during the April 19 council meeting.

**PUBLIC HEARING:** Established a Local Improvement District (LID) for improvements along Southwest 28th Drive near the Vista Village Apartments. The council also scheduled a public hearing on the issue, which will take place during the next council meeting at 7:30 p.m. April 19.

retirement. The provision would bar employers from giving raises to make up for the amount the employee must pay.

"I believe the petitions are still being circulated and a campaign by public employees to defeat the measure is expected," said Larry Lehman, city manager. "However, polls show that the measures are expected to pass."

The Pendleton City Council in 1981 decided to pick up the employee's portion of PERS as a result of negotiations with employee groups, which resulted that year in a total 12 percent increase -- 6 percent in wages

and 6 percent pick up of PERS contributions.

Under the new agreement, the city's 6 percent PERS pick up would vanish, yet the city would turn that loss into increased wages that would be invested by association members in the retirement account.

"From an economic point of view, this is almost a wash," Lehman told the council.

Lehman estimated the additional cost to the city would be about \$250 per year for each employee due to Social Security and workers compensation that would be paid on the additional 6 percent wages. The Police As-

sociation has 25 members, which translates into an additional cost to the city between \$6,000 and \$7,000 per year.

Because the 6 percent wage increase, in effect, is a replacement for the PERS pickup, the association's members would not receive higher take-home pay as a result. However, the city has agreed to an additional 2.5 percent cost-of-living wage increase.

Lehman said members of the Fire Department have shown an equal interest in the new system for PERS contributions. He also expects similar requests from the city's non-union employees and those who are members in the Oregon Public Employees Union.

Other contract items reached during negotiations with the Police Association include:

- Extending the term of the contract to two years. The Association currently operates under a one-year contract;
- Allows members to accrue 40 hours of comp time, an increase from 32 hours;
- Allows unlimited accrual of sick leave; and
- The city will pick up the cost of increased premiums for employee insurance and will share equally in the increased costs for dependent premiums. The city currently pays \$341 monthly and expects a 10 percent increase in premiums, which should increase the monthly cost to \$365.

# OPINION

4-7-94



**Clyde Bentley**  
General Manager

**Bill Crampton**  
Editor

**Al Donnelly**  
Advertising Manager

**Janet K. Jones**  
Marketing Director

**Hal McCune**  
News Editor

**Diana Porter**  
Comptroller

**Jacqueline Brown**  
Personnel Director

**Amy Bedford**  
Promotions-Pub. Relations

East Oregonian editorials are written by Editor Bill Crampton unless otherwise specified. Other opinions on this page attempt to reflect a diversity of viewpoints and do not necessarily represent the views of the East Oregonian. Letters to the Editor should be addressed to Open Forum, East Oregonian, P.O. Box 1088, Pendleton, Or., 97801.

## Don't make PERS reform a pay cut

**D**o the people of Pendleton think their police officers should receive a cut in pay? Of course not. That's why the new agreement between the city and the Pendleton Police Association makes sense. It replaces the 6 percent PERS pickup with wages.

This likely will be the first of many more such labor agreements for public employees. Certain politicians will decry such contracts as deceit. But such agreements are the direct result of a initiative that many of these same politicians are promoting. Do they or don't they want the infamous PERS pickup to vanish?

Petitions are now circulating for an initiative that would require public employees to either pay half the cost of retirement benefits — which are 14 to 16 percent of salary for most public employees — or eliminate the 6 percent pickup. Remember that the PERS pickup began in 1979 as a brainchild of Republican Gov. Vic Atiyeh's administration. Republicans that year feared public reaction if they granted pay raises to state employees, but feared public employees if they did not. So the Republicans quietly pushed the pickup as a way to give state employees an increase in compensation without generating negative headlines. Local governments and school districts, as is the custom, followed suit.

Now comes the anti-pickup initiative of which, ironically, Republicans are the most enthusiastic boosters. Polls suggest the initiative will be approved by voters in November. Therefore, unless the 6 percent PERS pickup is replaced by wages, the initiative will mean pay cuts for public employees.

We think these PERS changes adopted by the Pendleton City Council are a good way to get public employees to make direct contributions to their own retirement again, without reducing their pay and benefits. Police officers, firefighters, K-12 public school teachers, correctional officers, social workers, mental health workers and other public employees who perform vital services are not overpaid. It will not serve Pendleton, Hermiston, or any other community in northeast Oregon to have the wages of these

folks reduced.

That's not to say PERS is untouchable, as many public employee union leaders want us to believe. Legislators and taxpayers have a right to consider reforms that accurately reflect the financial position of state and local governments. Indeed, financial reality may force upon the public sector pay freezes or minimal pay increases and a two-tier retirement system that gives new employees less generous benefits.

Certainly that's better than taking money away from people. Think for a minute how the PERS initiative would apply to Pendleton police without the changes approved by the council Tuesday night.

The initiative proposes that police officers lose the 6 percent PERS pickup that has been part of public employee contracts since 1979. The initiative would also prohibit the city from replacing the pickup with wages. So passage would mean a 6 percent reduction in pay and benefits for police.

Yet, Pendleton police officers already receive salaries below the state average while performing a vital service for their community. Further reduction in pay and benefits will force experienced officers to seek greener pastures. Recruiting of good officers could be more difficult. Meanwhile, with the Tribes' casino coming on line, the community will be expecting the Pendleton police to monitor an inevitable increase in activity. Therefore, for both moral and practical reasons, this is no time to cut the wages and benefits of police officers.

And remember that the taxpayer is not hurt by this PERS switch. No services will be cut, no layoffs necessary. Financially, it's a wash for both sides.

Taxpayers have every right to discuss possible PERS reforms. So does the Legislature. But we don't think Oregon has sunk so low as to actually want to lower the wages of police officers, teachers, and other valuable front-line workers. That's what this initiative will do. Any local government that can figure out a fair way of avoiding that dismal prospect should go for it. The Pendleton City Council has shown the way.