

#1

### SPEAKER SIGN UP CARDS

DATE 8/23/01  
NAME Joy Gohl  
ADDRESS 14405 SE Ellis  
Portland OR 97236  
PHONE 762-0939  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC MCAC & Union Contract  
GIVE TO BOARD CLERK

#2

### SPEAKER SIGN UP CARDS

DATE 8/23/01  
NAME Larry Gohl  
ADDRESS 14405 SE Ellis  
Portland 97236  
PHONE 762-0939  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC MCAC  
GIVE TO BOARD CLERK

# **ANNOTATED MINUTES**

Thursday, August 23, 2001 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

*Chair Diane Linn convened the meeting at 9:35 a.m., with Vice-Chair Lisa Naito, Commissioners Serena Cruz and Maria Rojo Steffey present, and Commissioner Lonnie Roberts participating via speakerphone.*

**COMMISSIONER CRUZ INTRODUCED HER JOB SHADOW, ALETHIA CRUZ, (NO RELATION) AN EIGHTH GRADER AND FUTURE POLITICIAN.**

## **CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-6) WAS UNANIMOUSLY APPROVED.**

## **SHERIFF'S OFFICE**

C-1 ORDER: Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

**ORDER 01-110.**

## **DISTRICT ATTORNEY'S OFFICE**

C-2 Amendment 9 to Intergovernmental Agreement 500447 with the State of Oregon Services to Children and Families, Providing Funding for the CAMI Child Abuse Program

## **PUBLIC CONTRACT REVIEW BOARD**

C-3 ORDER Exempting from the Formal Competitive Bid Process a Contract for the Purchase of Library Reader Chairs through an Informal Quotation Process

***ORDER 01-111.***

**DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT**

- C-4 Ratification of Intergovernmental Agreement 4600002534 with the State of Oregon Department of Transportation, for Rehabilitation of the Stark Street Viaduct - Bridge No. 11113

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-5 Intergovernmental Agreement 4600002432 with the Housing Authority of Portland, Funding a Collaborative Alcohol and Drug Prevention Project at Selected Low Rent Public Housing Sites
- C-6 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

***ORDER 01-112.***

**REGULAR AGENDA**  
**PUBLIC COMMENT**

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

***JOY GOHL AND LARRY GOHL COMMENTS  
REGARDING ANIMAL CONTRAL AND THE  
COUNTY EMPLOYEES UNION LOCAL 88  
CONTRACT.***

**DEPARTMENT OF SUPPORT SERVICES**

- R-1 Ratification of the 2001 – 2004 Collective Bargaining Agreement Between Multnomah County and the Multnomah County Employees Union Local 88, AFSCME AFL-CIO

***COMMISSIONER NAITO MOVED AND  
COMMISSIONER CRUZ SECONDED, APPROVAL  
OF R-1. GAIL PARNELL EXPLANATION AND  
COMMENTS IN APPRECIATION OF THE  
EFFORTS OF THE MANAGEMENT AND UNION***

**NEGOTIATING TEAMS. AFSCME REPRESENTATIVE JIM YOUNGER TESTIMONY IN SUPPORT, ADVISING MEMBERSHIP UNANIMOUSLY VOTED FOR CONTRACT ON AUGUST 16. LOCAL 88 PRESIDENT JOE DEVLAE MINCK TESTIMONY IN SUPPORT AND APPRECIATION. IN RESPONSE TO COMMENTS OF COMMISSIONER NAITO, COUNTY ATTORNEY TOM SPONSLER ADVISED THE CONTRACT SETS UP THE PROCESS FOR DISCIPLINE REVIEW. COMMISSIONERS NAITO AND CRUZ AND CHAIR LINN COMMENTS IN SUPPORT OF AGREEMENT, INCLUDING ADDITION OF FLEXIBLE TIME OFF; REVAMPED RELIGIOUS HOLIDAYS; BILINGUAL PAY; AND EMPLOYER PAID BUS PASSES. BOARD EXPRESSED APPRECIATION FOR THOSE NEGOTIATING THE AGREEMENT AND FOR COUNTY LOCAL 88 EMPLOYEES. AGREEMENT UNANIMOUSLY APPROVED.**

#### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- R-2 NOTICE OF INTENT to Apply for Funding Under the Oregon State Police Force Domestic and Family Violence Prevention Programs (Byrne Memorial Funds) for a Redesign of the Regional Domestic Violence Crisis Line and Information and Referral System

**COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-2. CHIQUITA ROLLINS EXPLANATION AND RESPONSE TO QUESTION OF COMMISSIONER CRUZ REGARDING WOMEN'S CRISIS LINE. COMMISSIONER NAITO AND CHAIR LINN COMMENTS IN SUPPORT. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

#### **NON-DEPARTMENTAL**

- R-3 RESOLUTION Authorizing Termination of the Cable Franchise Agreement with RCN Telecom Services of Oregon, Inc. and Releasing RCN from its Obligations Under the Franchise



**COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-3. CABLE COMMISSION CHAIR SUE DISCIPLE EXPLANATION. COMMISSIONER CRUZ AND CHAIR LINN COMMENTS IN APPRECIATION OF THE WORK OF THE CABLE COMMISSION. RESOLUTION 01-113 UNANIMOUSLY APPROVED.**

- R-4 RESOLUTION Authorizing Funds to Determine Whether to Proceed with Renovating the Multnomah County Courthouse (Continued from August 9, 2001)

**AT THE REQUEST OF CHAIR LINN AND UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, CONSIDERATION OF THE FOLLOWING ITEM WAS UNANIMOUSLY APPROVED.**

- UC-1 RESOLUTION Authorizing Funds to Determine Whether to Proceed with Renovating the Multnomah County Courthouse

**COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF SUBSTITUTE RESOLUTION AUTHORIZING FUNDS TO DETERMINE WHETHER TO PROCEED WITH RENOVATING THE MULTNOMAH COUNTY COURTHOUSE. COMMISSIONER NAITO EXPLANATION, ADVISING THE RESOLUTION DIRECTS FACILITIES TO ENTER INTO CONSULTANT CONTRACT NO LATER THAN OCTOBER 1, 2001; TO PROVIDE DRAFT RESULTS TO THE BOARD BY DECEMBER 15, 2001; AND TO PROVIDE A COMPLETE STUDY AND ASSESSMENT REPORT TO THE BOARD BY JANUARY 15, 2002; AND ADDRESSING THE POSSIBILITY THAT A GENERAL OBLIGATION BOND MEASURE BE PLACED FOR VOTER APPROVAL AT THE NOVEMBER 2002 GENERAL ELECTION. COMMISSIONER NAITO COMMENTS IN SUPPORT OF RENOVATING HISTORIC BUILDINGS FOR PUBLIC USE. COMMISSIONER**

**CRUZ COMMENTS IN SUPPORT OF COMMISSIONER NAITO'S EFFORTS AND NEED TO ADDRESS COURTHOUSE RENOVATION. COMMISSIONER ROJO COMMENTS IN SUPPORT OF A SOLUTION TO THE COURTHOUSE RENOVATION ISSUE. COMMISSIONER ROBERTS COMMENTS IN SUPPORT OF RESOLUTION AND IN SUPPORT OF MOVING FORWARD WITH AN EAST COUNTY FACILITY. CHAIR LINN ADVISED SHE SUPPORTS RESOLUTION ONLY WITH INCLUSION OF LAST RESOLVE THAT SHE WILL CONVENE ANOTHER PROCESS TO EVALUATE ALTERNATIVE COURT FACILITIES INCLUDING AN EAST COUNTY COURTS FACILITY AND RENOVATION OF THE COURTHOUSE FOR ALTERNATIVE PURPOSES IF THE STUDY DEMONSTRATES THAT RENOVATION OF THE COURTHOUSE AS A COURT FACILITY IS NOT FEASIBLE. RESOLUTION 01-114 UNANIMOUSLY APPROVED.**

**R-5 RESOLUTION Adopting Early Childhood Framework, and Initiating Planning for Goal 3: "Family Strengths are Supported"**

**COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-5. COMMISSIONER NAITO EXPLANATION AND INTRODUCTION OF WENDY LEBOW, MONICA FORD AND KATHY TURNER. BOARD COMMENTS IN SUPPORT AND APPRECIATION. CHAIR LINN GREETED AND ACKNOWLEDGED KATHY TURNER AND RAY MATHIS IN THE AUDIENCE. RESOLUTION 01-115 UNANIMOUSLY APPROVED. COMMISSIONER NAITO, WITH THE ASSISTANCE OF WENDY LEBOW, ACKNOWLEDGED AND PRESENTED SOME TEAM MEMBERS WITH RECOGNITION CERTIFICATES, INCLUDING GRESHAM MAYOR CHARLES BECKER, PORTLAND COMMISSIONER DAN SALTZMAN, KAREN GORTON, PAM GREENOUGH, KAMALA BREMER, MARY LI, STEVE MARCH, MARNIE VLAHOS, RAY MATHIS,**

**BECKY SHINE, SUSAN MCLAUGHLIN AND  
MONICA FORD.**

**CHAIR LINN PRESENTED MENTAL HEALTH  
SYSTEM UPDATE AND IN RESPONSE TO  
REQUEST OF COMMISSIONER CRUZ, ADVISED  
SHE WILL PROVIDE THE BOARD WITH COPIES  
OF THE DRAFT STATE REVIEWS.**

*There being no further business, the regular meeting was adjourned at  
10:43 a.m. and the briefing was convened at 10:55 a.m.*

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Thursday, August 23, 2001 - 10:45 AM  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **BOARD BRIEFING**

*Commissioner Roberts was excused at 10:43 a.m.*

- B-1 Informational Briefing on Architectural Lighting on the County's Willamette River Bridges. Presented by Willamette Light Brigade's Paddy Tillett and M'Lou Christ, and County Staff Stan Ghezzi, Mike Pullen and Amy Joslin.

**CHAIR LINN HISTORICAL PRESENTATION AND  
INTRODUCTION OF STAN GHEZZI, AMY JOSLIN  
AND MIKE PULLEN. COMMISSIONER ROJO  
EXPLAINED SHE BROUGHT THIS BRIEFING  
BEFORE THE BOARD TODAY TO PROVIDE AN  
UPDATE ON PROPOSED ENERGY  
EFFICIENCIES. PADDY TILLET AND AMY  
JOSLIN PRESENTATION. MR. TILLET, MS.  
JOSLIN, STAN GHEZZI AND M'LOU CHRIST  
RESPONSE TO BOARD QUESTIONS AND  
DISCUSSION INCLUDING ENERGY EFFICIENT  
BRIDGE LIGHTING, BRIDGE LIGHTING  
FUNDING ALTERNATIVES, PORTLAND  
GENERAL ELECTRIC'S INTEREST IN  
SHOWCASING RENEWABLE POWER SOURCES,**

**OWNERSHIP ISSUES, RESPONSIBILITY FOR  
HARDWARE SYSTEM, NEED TO OBTAIN  
FEDERAL HISTORIC DESIGNATION FOR  
BRIDGES, AND NEED TO KEEP COUNTY BOARD  
INFORMED OF ONGOING EFFORTS  
CONCERNING THE COUNTY OWNED BRIDGES.  
CHAIR LINN COMMENTS IN SUPPORT OF  
WORKING IN PARTNERSHIP WITH CITY AND  
COMMUNITY, FINDING A RENEWABLE  
RESOURCE FOR LIGHTING THE BRIDGES,  
TAKING STRUCTURAL CARE OF THE BRIDGES,  
AND KEEPING FOLKS ENERGIZED IN EFFORTS  
TO FEATURE AND BRING BACK FOCUS ON  
RIVER.**

*There being no further business, the meeting was adjourned at 11:30 a.m.*

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*



**Multnomah County Oregon**

## **Board of Commissioners & Agenda**

*connecting citizens with information and services*

### **BOARD OF COMMISSIONERS**

#### **Diane Linn, Chair**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

#### **Maria Rojo de Steffey,**

#### **Commission Dist. 1**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: [district1.@co.multnomah.or.us](mailto:district1.@co.multnomah.or.us)

#### **Serena Cruz, Commission Dist. 2**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5219 FAX (503) 988-5440

Email: [serena@co.multnomah.or.us](mailto:serena@co.multnomah.or.us)

#### **Lisa Naito, Commission Dist. 3**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5217 FAX (503) 988-5262

Email: [lisa.h.naito@co.multnomah.or.us](mailto:lisa.h.naito@co.multnomah.or.us)

#### **Lonnie Roberts, Commission Dist. 4**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5213 FAX (503) 988-5262

Email: [lonnie.j.roberts@co.multnomah.or.us](mailto:lonnie.j.roberts@co.multnomah.or.us)

#### **ANY QUESTIONS? CALL BOARD**

**CLERK DEB BOGSTAD @ (503) 988-3277**

Email: [deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)

**INDIVIDUALS WITH DISABILITIES PLEASE  
CALL THE BOARD CLERK AT (503) 988-3277,  
OR MULTNOMAH COUNTY TDD PHONE  
(503) 988-5040, FOR INFORMATION ON  
AVAILABLE SERVICES AND ACCESSIBILITY.**

**AUGUST 23, 2001**

### **BOARD MEETING**

### **FASTLOOK AGENDA ITEMS OF INTEREST**

Pg 3	9:30 a.m. Thursday Ratification of County Employees Union Local 88 Agreement
Pg 3	9:40 a.m. Thursday NOI to Apply for Domestic Violence Prevention Programs
Pg 3	9:55 a.m. Thursday RCN Cable Franchise
Pg 3	10:00 a.m. Thursday Resolution to Assess Costs for Renovating County Courthouse
Pg 3	10:15 a.m. Thursday Resolution Adopting Early Childhood Framework and Planning
Pg 3	10:45 a.m. Thursday Willamette Light Brigade
<b>Board and Agenda Web Site:</b> <a href="http://www.co.multnomah.or.us/cc/index.html">http://www.co.multnomah.or.us/cc/index.html</a>	

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

(Saturday Playback for East County Only)

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community  
Television

(503) 491-7636, ext. 333 for further info

or: <http://www.mctv.org>

Thursday, August 23, 2001 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM** **SHERIFF'S OFFICE**

- C-1 ORDER: Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

### **DISTRICT ATTORNEY'S OFFICE**

- C-2 Amendment 9 to Intergovernmental Agreement 500447 with the State of Oregon Services to Children and Families, Providing Funding for the CAMI Child Abuse Program

### **PUBLIC CONTRACT REVIEW BOARD**

- C-3 ORDER Exempting from the Formal Competitive Bid Process a Contract for the Purchase of Library Reader Chairs through an Informal Quotation Process

### **DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT**

- C-4 Ratification of Intergovernmental Agreement 4600002534 with the State of Oregon Department of Transportation, for Rehabilitation of the Stark Street Viaduct - Bridge No. 11113

### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-5 Intergovernmental Agreement 4600002432 with the Housing Authority of Portland, Funding a Collaborative Alcohol and Drug Prevention Project at Selected Low Rent Public Housing Sites
- C-6 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

### **REGULAR AGENDA - 9:30 AM** **PUBLIC COMMENT - 9:30 AM**

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

**DEPARTMENT OF SUPPORT SERVICES - 9:30 AM**

- R-1 Ratification of the 2001 – 2004 Collective Bargaining Agreement Between Multnomah County and the Multnomah County Employees Union Local 88, AFSCME AFL-CIO

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES - 9:40 AM**

- R-2 NOTICE OF INTENT to Apply for Funding Under the Oregon State Police Force Domestic and Family Violence Prevention Programs (Byrne Memorial Funds) for a Redesign of the Regional Domestic Violence Crisis Line and Information and Referral System

**NON-DEPARTMENTAL - 9:55 AM**

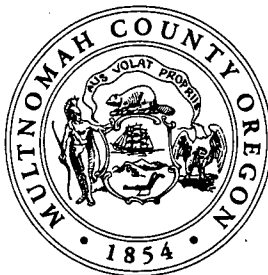
- R-3 RESOLUTION Authorizing Termination of the Cable Franchise Agreement with RCN Telecom Services of Oregon, Inc. and Releasing RCN from its Obligations Under the Franchise
- R-4 RESOLUTION Authorizing Funds to Determine Whether to Proceed with Renovating the Multnomah County Courthouse (**Continued from August 9, 2001**)
- R-5 RESOLUTION Adopting Early Childhood Framework, and Initiating Planning for Goal 3: "Family Strengths are Supported"
- 

Thursday, August 23, 2001 - 10:45 AM  
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

**BOARD BRIEFING**

- B-1 Informational Briefing on Architectural Lighting on the County's Willamette River Bridges. Presented by Willamette Light Brigade's Paddy Tillett and M'Lou Christ, and County Staff Stan Ghezzi, Mike Pullen and Amy Joslin. 45 MINUTES REQUESTED.

LONNIE ROBERTS  
Multnomah County Commissioner  
District 4



501 SE Hawthorne Blvd., Suite 600  
Portland, Oregon 97214  
(503) 988-5213 phone  
(503) 988-5262 fax  
e-mail: lonnie.j.roberts@co.multnomah.or.us  
www.co.multnomah.or.us/cc/ds4/

## **MEMORANDUM**

TO: Chair Diane Linn  
Commissioner Maria Rojo de Steffey  
Commissioner Serena Cruz  
Commissioner Lisa Naito  
Board Clerk Deb Bogstad

FROM: Brett Walker  
Staff to Commissioner Lonnie Roberts

DATE: July 18, 2001

RE: Commissioner Roberts Board Meeting Absence

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Commissioner Roberts will be on vacation the week of August 20<sup>th</sup>, and will not be attending any board meetings during that week.

MAILED 01  
JUL 18 PM 2:53  
MULTNOMAH COUNTY  
OREGON



LONNIE ROBERTS  
Multnomah County Commissioner  
District 4



501 SE Hawthorne Blvd., Suite 600  
Portland, Oregon 97214  
(503) 988-5213 phone  
(503) 988-5262 fax  
e-mail: lonnie.j.roberts@co.multnomah.or.us  
[www.co.multnomah.or.us/cc/ds4/](http://www.co.multnomah.or.us/cc/ds4/)

## **MEMORANDUM**

To: Chair Diane Linn  
Commissioner Maria Rojo de Steffey, District 1  
Commissioner Serena Cruz, District 2  
Commissioner Lisa Naito, District 3  
Comissioner Lonnie Roberts, District 4

From: Brett Walker  
Staff Assistant, Commissioner Roberts

Re: Board Meeting Absence

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Commissioner Roberts will be participating by phone during all or part of the August 23<sup>rd</sup> Board of County Commissioners meeting.

BOARD OF  
COUNTY COMMISSIONERS  
01 AUG -9 PM 1:20  
MULTNOMAH COUNTY  
OREGON

MEETING DATE: August 23, 2001  
AGENDA NO: C-1  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, August 23, 2001  
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Non-Departmental DIVISION: MCSO Executive Office  
CONTACT: Barbara Simon TELEPHONE #: 503-988-4326  
BLDG/ROOM #: 503/3

PERSON(S) MAKING PRESENTATION: Barbara Simon

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Acknowledgement of Found Unclaimed Property and Authorization of Transfer for  
Sale or Disposal

08/28/01 copies to BARBARA Simon

SIGNATURES REQUIRED:

MCSO EXECUTIVE ASSISTANT: \_\_\_\_\_

ELECTED OFFICIAL: Sheriff Dan Noelle

(OR)

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us

01 AUG 15 PM 3:58  
CLERK OF BOARD OF  
MULTNOMAH COUNTY  
OREGON



Dan Noelle  
Sheriff

MULTNOMAH COUNTY

# Sheriff's Office

501 SE Hawthorne Blvd., Suite 350

Portland, OR 97214

(503) 988-4300 phone

(503) 988-4500 TTY

(503) 988-4320 Fax

www.sheriff-mcso.org

## MEMORANDUM

TO: SHERIFF DAN NOELLE

FROM: SERGEANT GARR NIELSEN, SERT *Gul*

DATE: JULY 19, 2001

SUBJECT: TRANSFER OF A FIREARM AND SCOPE FROM PROPERTY CONTROL TO SERT

The District Attorneys Office has completed the below cases and has released these item for destruction. SERT is requesting that both the firearm and scope be transferred from Property Control to SERT in accordance with Multnomah County Code 7.70. The firearm and scope will be utilized by SERT members only.

Case # 94-4886  
Sig Sauer  
Model -P220, .45 Cal.  
Ser. # G174913

Case # 99-407007  
Exhibit 20, Red Dot Scope  
Make: ADCO, Model: Mirage  
Ser. # None

AUTHORIZATION GRANTED

*Dan Noelle*  
DAN NOELLE  
SHERIFF

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. \_\_\_\_\_

Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

**The Multnomah County Board of Commissioners Finds:**

- a. The Multnomah County Sheriff's Office has certain property in its possession consisting of firearms as identified in the attached Found/Unclaimed Property for Disposal List 02-01, the ownership of which is unknown and which items have been unclaimed for at least thirty days after the property came into the possession of the Multnomah County Sheriff's Office.
- b. Multnomah County Code Chapter 15.650 directs the Sheriff's Office to report the unclaimed property to the Board of Commissioners and to request authorization to dispose of it as provided in the Code.
- c. In lieu of a sale of the property pursuant to Multnomah County Code Chapter 15.650 to 15.653, the Multnomah County Sheriff's Office, with the approval of the Board of Commissioners, may transfer any portion of the unclaimed property to the County, for use by the County.
- d. The safety, security and welfare of the community is best served by destruction of those firearms identified on List 02-01 that cannot be utilized by the Sheriff's Office.

**The Multnomah County Board of Commissioners Orders:**

1. The Multnomah County Board of Commissioners acknowledges the found/unclaimed property and authorizes the transfer of the items listed on the attached Multnomah County Sheriff's Office Found/Unclaimed Property for Disposal, List 02-01, to the Multnomah County Sheriff's Office. The Sheriff is authorized, at his discretion, to dispose of items on the attached list by destroying them, or by transferring them to the County for use by the Sheriff's Office as permitted by Multnomah County Code 15.654.

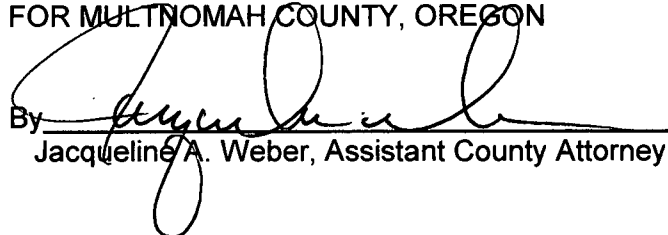
ADOPTED this 23rd day of August, 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Jacqueline A. Weber, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDER NO. 01-110**

Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

**The Multnomah County Board of Commissioners Finds:**

- a. The Multnomah County Sheriff's Office has certain property in its possession consisting of firearms as identified in the attached Found/Unclaimed Property for Disposal List 02-01, the ownership of which is unknown and which items have been unclaimed for at least thirty days after the property came into the possession of the Multnomah County Sheriff's Office.
- b. Multnomah County Code Chapter 15.650 directs the Sheriff's Office to report the unclaimed property to the Board of Commissioners and to request authorization to dispose of it as provided in the Code.
- c. In lieu of a sale of the property pursuant to Multnomah County Code Chapter 15.650 to 15.653, the Multnomah County Sheriff's Office, with the approval of the Board of Commissioners, may transfer any portion of the unclaimed property to the County, for use by the County.
- d. The safety, security and welfare of the community is best served by destruction of those firearms identified on List 02-01 that cannot be utilized by the Sheriff's Office.

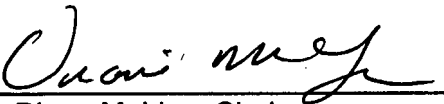
**The Multnomah County Board of Commissioners Orders:**

1. The Multnomah County Board of Commissioners acknowledges the found/unclaimed property and authorizes the transfer of the items listed on the attached Multnomah County Sheriff's Office Found/Unclaimed Property for Disposal, List 02-01, to the Multnomah County Sheriff's Office. The Sheriff is authorized, at his discretion, to dispose of items on the attached list by destroying them, or by transferring them to the County for use by the Sheriff's Office as permitted by Multnomah County Code 15.654.

ADOPTED this 23rd day of August, 2001.

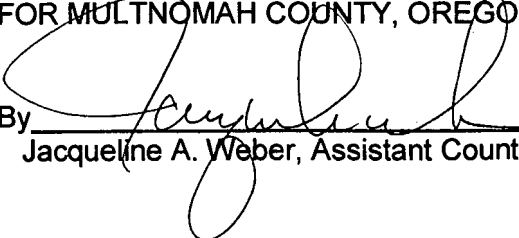


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Jacqueline A. Weber, Assistant County Attorney



# *Multnomah County Sheriff's Office*

501 SE Hawthorne Blvd. Ste 350. Portland, OR 97214

**DAN NOELLE**  
**SHERIFF**

Phone: (503) 988-4300

TTY: (503) 988-4500

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## **MULTNOMAH COUNTY SHERIFF'S OFFICE FOUND/UNCLAIMED PROPERTY FOR DISPOSAL LIST 02-01**

<b>FILE NUMBER</b>	<b>PROPERTY DESCRIPTION</b>	<b>DISPOSITION</b>
94-4886	Sig Sauer Model-P220,.45 caliber Ser. # G174913	M.C. Use
99-407007	Exhibit 20, Red Dot Scope ADCO, Model: Mirage Ser. # none	M.C. Use

MEETING DATE: August 23, 2001  
AGENDA NO: C-2  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Amendment to Intergovernmental Agreement between the District Attorney Office and Services to Children and Families that Provides Funding of the CAMI Child Abuse Program

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: 8/23/01  
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Non-Departmental DIVISION: District Attorney's Office

CONTACT: Scott Marcy TELEPHONE #: (503) 988-3863  
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_ (consent calendar item)

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Amendment to Intergovernmental Agreement between the District Attorney Office and Services to Children and Families that Provides Funding of the CAMI Child Abuse Program

08/28/01 ORIGINALS TO TIA Niyomthong

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: Michael D Schrunk  
(OR)

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us

BOARD OF  
COUNTY COMMISSIONERS  
01 AUG 15 PM 1:00  
MULTNOMAH COUNTY  
OREGON

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 500447  
Amendment #: 9

<b>CLASS I</b> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<b>CLASS II</b> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> <b>AGENDA # C-2 DATE 08-23-01</b> <b>DEB BOGSTAD, BOARD CLERK</b>
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Department: Nondepartmental Division: District Attorney Office Date: 08/06/01  
 Originator: D. Scott Marcy Phone: 988-3863 Bldg/Rm: 101/600  
 Contact: Tida Niyomthong Phone: 988-4816 Bldg/Rm: 101/600  
 Description of Contract: Amendment to Intergovernmental Agreement between the District Attorney Office and Services to Children and Families

that provides funding of the CAMI child abuse program.

RENEWAL: PREVIOUS CONTRACT #(S): 500447  
 RFP/BID: RFP/BID DATE: EXEMPTION #/DATE: EXEMPTION EXPIRATION DATE: ORS/AR #:  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor SCF/CAMI Contracts		Remittance address	
Address 500 Summer St NE, HSB E03		(If different)	
Salem, OR 97301-1080			
Phone (503)-945-6372		Payment Schedule / Terms	
Employer ID# or SS#		<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Effective Date 07/01/01		<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Termination Date 12/01/02		<input checked="" type="checkbox"/> Other \$ Quarterly as billed	<input type="checkbox"/> Other
Original Contract Amount \$	498,980.70	<input type="checkbox"/> Requirements Not to Exceed \$	
Total Amt of Previous Amendments \$	3,430,547.82	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No	
Amount of Amendment \$	773,481.75		
Total Amount of Agreement \$	4,703,010.27		

## REQUIRED SIGNATURES:

Department Manager Michael D. Schmitt DATE 8/06/01  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel Sandra Duff DATE 8-8-01  
 County Chair Cheri Liff DATE 8-23-01  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01									CAMI	804,033.28	
02											
03											



## STATE OF OREGON GRANT AGREEMENT

Agreement Number: 99253Date: July 24, 2001

This Agreement is between Multnomah County District Attorney, hereinafter referred to as the "Contractor" and: from the date every party has signed this Agreement through December 31, 2001, the State of Oregon, acting by and through its Department of Human Services, State Office for Services to Children and Families; then, beginning January 1, 2002, this Agreement shall be assigned to the State of Oregon, Department of Justice with the transition of the Child Abuse Multi-Disciplinary Intervention (CAMI) Program from the Department of Human Services to the Department of Justice; both referred to hereinafter as "Department". The Department's supervising representative for this Agreement is Janvier Slick.

**Effective Date and Duration:** This Agreement shall become effective on July 1, 2001, or on the date at which every party has signed this Agreement and, when required, the Department of Administrative Services and the Department of Justice have approved this Agreement, whichever date is later. This Agreement shall expire, unless otherwise terminated or extended, on December 1, 2002. However, such expiration shall not extinguish or prejudice Department's right to enforce this Agreement with respect to (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

**Statement of Work:** The statement of services to be performed and Agreement provisions are contained in the following documents which are attached hereto and are by this reference made a part of this Agreement:

Document	Pages	Document	Pages
SCHEDULE	5	INTERGOVERNMENTAL PROVISIONS	5
CONTRACTOR'S APPROVED PLAN	Not Attached - on file with Department		

**Consideration:** Department agrees to pay Contractor an amount not to exceed \$773,481.75 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to Contractor as outlined in the Agreement document entitled SCHEDULE.

**Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties, including, when required, the Department of Administrative Services and the Department of Justice.

**CONTRACTOR, BY EXECUTION OF THIS AGREEMENT HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS AGREEMENT UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

## CONTRACTOR DATA AND CERTIFICATION

NAME (tax filing): \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 Social Security # or Federal Tax I.D. # \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Citizenship: Non-resident alien ☐ Yes ☐ No  
 Business Designation (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership  
☐ Limited Liability Partnership ☐ Limited Liability Company ☐ Corporation

Above payment information must be provided prior to Agreement approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

**Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws; (d) Contractor is an independent Contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

**CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.**

Contractor:

By: Michael D. Schunk Title: District Attorney Date: 08-06-01  
 Michael D. Schunk

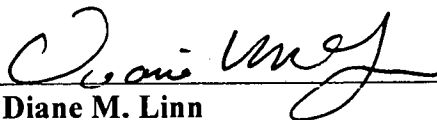
State Office for Services to Children and Families:

By: \_\_\_\_\_ Title: Deputy/Assistant Administrator Date: \_\_\_\_\_

Reviewed by Contracts Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to Legal Sufficiency: N/A Asst. A.G. Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Diane M. Linn

Title Multnomah County Chair

Date 8.23.01

Reviewed:

TOM SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By 

Title Assistant County Attorney

Date 8.8.01

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 08.23.01  
DEB BOGSTAD, BOARD CLERK

## SCHEDULE

CONTRACTOR: Multnomah County District Attorney

Date: July 24, 2001

### SECTION A: AGREED

Whereas, the Contractor is a county multi disciplinary child abuse team formed under ORS 418.747 and has submitted its child abuse multi disciplinary intervention (CAMI) plan to the Department, as required by ORS 418.746 (5). The Contractor's CAMI plan, which is on file with the Department, is by this reference hereby made a part of this agreement.

Whereas, the Department, by its authority under ORS 418.746 (3), has determined the Contractor's plan eligible or conditionally eligible for funding, based on the factors set forth in ORS 418.746 (4).

Now therefore, the purpose of this Agreement is to provide a means to distribute CAMI Account funds from the Department to the Contractor. The Department does not seek the specific services described in the plan.

The Contractor and the Department agree to the following:

1. The Contractor agrees to provide services as described in its CAMI plan and any amendments.
2. The Contractor agrees, if its CAMI plan has been conditionally approved for funding under ORS 418.746 (3) (b) by the Department, the Contractor will take such action as is required to make its CAMI plan fully eligible for funding by July 1, 2002.
3. The Contractor agrees that services shall be provided within the geographic boundaries of Multnomah County, Oregon.
4. The Contractor agrees that the money received under this agreement will not be used as replacement revenues for currently available funds previously allocated by the county for child abuse intervention.
5. The Contractor shall submit a year-end report by December 1, 2002, to the Department. The report shall document how the money was utilized and shall describe as to what extent the program was able to meet anticipated outcomes in terms of benefits to children and families.

6. The Department, with the advice of the Advisory Council on Child Abuse Assessment, created by ORS 418.784, and the advisory council on child abuse created pursuant to the requirements of the Children's Justice Act (Public Law 99-401, Title I), shall disburse moneys from the Child Abuse Multi disciplinary Intervention Account to the Contractor. The moneys shall be allocated by the same or similar formula used by the Attorney General for equitable distribution of the fund for victim's assistance programs under ORS 147.227 (1).

## SECTION B: PAYMENTS

1. During the period beginning July 1, 2001, and ending December 1, 2002, the Department will pay to the Contractor, by check(s), an amount not to exceed \$773,481.75 to be paid quarterly as follows: July 30, 2001, \$193,370.44; October 30, 2001, \$193,370.44; January 30, 2002, \$193,370.44; and, April 30, 2002, \$193,370.43.

Payment shall be subject to the provisions of ORS 293.462 (payment of overdue account charges).

2. Billing shall be submitted on CF 294A to: State Office for Services to Children and Families, Attn: Jan Slick, CAMI Coordinator, 500 Summer Street NE, E62, Salem, Oregon 97301-1067. A form CF 294A will be sent to the Contractor by the CAMI Assistant. Payment will be made by the Department to the Contractor quarterly, subject to receipt and approval by the Department of Contractor's billing. For QUESTIONS regarding payments and billing forms, contact Accounting Services at (503) 945-5952.
3. Contractor shall not submit billings for, and Department will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. This Agreement will not be amended after the expiration date.

## SECTION C PROVISIONS SPECIFIC TO THIS AGREEMENT

1. Services to Culturally Diverse Children and Families: Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for Department. The Department reserves the right to

review information regarding efforts to deliver services that benefit culturally diverse children and youth.

2. Confidentiality of Information: The use or disclosure by any party of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian, or attorney.
3. Compliance with the Americans with Disabilities Act: This Agreement is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon Department of Human Services Contract Unit at (503) 945-5818 or TTY (503) 945-5928.
4. Insurance: The Contractor agrees that it will at all times during the term of this Agreement, have and keep in force a Professional Liability insurance policy involving the work hereunder contracted for, from an insurance company authorized to do business in the state in which the work is performed.

Coverage limits shall be not less than \$100,000 combined single limit per occurrence.

If Contractor will be transporting Department's client(s), Contractor shall maintain in force at its own expense automobile liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

If Automobile Insurance is required for performance of this Agreement shall name the State of Oregon, including its officers and employees as additional insureds, **but only with respect to** acts or omissions of the Contractor, its officers, subcontractors, employees or agents under this Agreement. Each policy shall contain a severability of interest clause.

As evidence of the insurance coverage(s) required by this Agreement, and prior to the execution of this Agreement, the Contractor shall furnish certificate(s) of insurance to Director's Office, Contracts and Procurement Unit, Attn: Contracts Manager, 500 Summer Street, NE, E03, Salem, OR 97301-1080. The certificate(s) to be completed by the Contractor's insurance company will be maintained in the Department's file of this Agreement.

Each insurance policy must contain a provision that there shall be no cancellation, material change, or refusal to renew such insurance policies without 30 days' prior written notice to the Department.

5. Criminal History Check: The Contractor shall verify that any employee working with children referred by the Department has not been convicted of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with Department's children. The Contractor shall establish verification by:
- (1) having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with the Contractor, OR
  - (2) the Contractor as an employer will contact the local OSP for an "Oregon only" criminal history check on the applicant/employee. The Contractor will need to give to OSP the applicant's name, birth date and social security number.

The Contractor shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with children. If the Contractor notes a conviction from any of the above listed crimes on the applicant/employee's record, and the Contractor chooses to hire the employee/applicant, the Contractor shall confirm in writing, the reasons for hiring the individual.

These reasons shall address how the applicant/employee is presently suitable or able to work with referred children in a safe and trustworthy manner. The Contractor will place this information, along with the applicant/employee's criminal history check, in the employee's personnel file.

The criminal history check procedures listed above also apply to the Contractor. The Contractor shall establish a personal personnel file and place Contractor's criminal history check in named file for possibility of future Department audit.

6. Media Disclosure. The Contractor shall not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the Department office which referred the child or family. The Contractor shall make immediate contact with the Department office when media contact occurs. The Department office will assist the Contractor with an appropriate follow-up response for the media.

7. Grants. The recipient of grant funds, pursuant to this agreement with the State of Oregon, shall assume sole liability for recipient's breach of the conditions of the grant, and shall, upon recipient's breach of grant conditions that causes or requires the State of Oregon to return funds to the grantor, hold harmless and indemnify the State of Oregon for an amount equal to the funds which the State of Oregon is required to pay to grantor. If legal limitations apply to the indemnification ability of the recipient of grant funds, the indemnification amount shall be the maximum amount of funds available subject to the debt limitation of Oregon counties set forth in Article 11, Section 10 of the Oregon Constitution, as applicable. The Contractor agrees to seek recoupment of all non-allowable expenditures from the parties to whom such funds were given.

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GENERAL PROVISIONS

1. Government Employment Status - If payments under this contract are to be charged against federal funds, the Contractor/County certifies that it is not currently employed by the federal government.
2. Payments under this Contract - Contractor/County will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor/County under this contract. Contractor/County will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.

All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements and any insurance required in the portion of the Contract entitled Schedule, Provisions Specific To This Contract.

3. Compliance with Applicable Law Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Agency's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.
4. Safeguarding of Client Information - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Department's or the Contractor/County's responsibilities with respect to such services is prohibited except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.
5. Equal Rights - The Contractor/County agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor/County also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.
6. Access to Records - The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor/County which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor/County agrees to include this provision in any subcontracts which may be authorized.



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7. Retention of Records - The Contractor/County agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
8. Subcontracting - Unless subcontracting is authorized elsewhere in the contract, the Contractor/County shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Department, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor/County of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Department of a subcontract shall not result in any obligations to the Department in addition to the agreed rates of payment and total consideration. Any subcontracts which the Department may authorize shall contain all requirements of this contract, and the Contractor/County shall be responsible for the performance of the subcontractor.
9. Force Majeure - Neither the Department nor Contractor/County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Department's or Contractor/County's reasonable control. Contractor/County shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.
10. Termination
  - a. **Parties' Right to Terminate For Convenience** Either party may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days written notice to other party.
  - b. **Department's Right to Terminate For Cause** Department may also terminate this contract effective upon delivery of written notice to the Contractor/County, or at such later date as may be established by the Department, under any of the following conditions:
    - 1) If Department funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. The contract may be modified to accommodate the change in available funds.
    - 2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
    - 3) If any license or certificate required by law or regulation to be held by the Contractor/County to provide the services required by this contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor/County no longer meets requirements for such license or certificate.Termination under this paragraph, a., and b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
  - c. **Department's Right to Terminate For Performance** Contractor/County's timely and accurate performance in accordance with the requirements and delivery schedule set forth in this contract is of the essence of this contract. The Department, by written notice to the Contractor/County, may immediately terminate the whole or any part of this contract under any of the following conditions:

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- 1) If the Contractor/County fails to provide services called for by this contract within the time specified or any extension thereof.
- 2) If the Contractor/County fails to perform any of the other requirements of this contract or so fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Department specifying such failure, the Contractor/County fails to correct such failure within 15 calendar days or such other period as the Department may authorize.

If the contract is terminated under this paragraph, the Department's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Department. The rights and remedies of the Department in this section related to defaults (including breach of contract) by the Contractor/County shall not be exclusive and are in addition to many other rights and remedies provided to the Department by law or under this contract.

11. Enforcement of Contract - The passage of the contract expiration date shall not extinguish or prejudice the Department's or Contractor/County's right to enforce this contract with respect to any default or defect in performance that has not been cured.
12. Waiver of Default - The failure of the Department to enforce any provision of this contract shall not constitute a waiver by the Department of that or any other provision.
13. Severability - The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
14. Dual Payment - Contractor/County shall not be compensated for work performed under this contract by any other agency of the State of Oregon.
15. Fees Prohibited - The Contractor/County will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Department.
16. State Tort Claims Act - Contractor/County is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.
17. Indemnity/Hold Harmless Provision - Department and Contractor/County shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Contractor/County shall perform the services under this contract as an independent contractor. Contractor/County and Department each shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30.160-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
18. Assignment of Contract - Successors in Interest - The Contractor/County shall not assign or transfer its interest in this contract without prior written approval of the Department which shall be attached to the original contract. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment or transfer of interest shall be deemed to create any obligation of the

97-99 IG, 7-01

Department in addition to the agreed rates of payment and total contract consideration. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

19. Funds Available and Authorized

- a. Contractor shall not be compensated for work performed under this Contract by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within the Department's biennial appropriation or limitation. Contractor understands and agrees that Department's payment of amounts under this Contract attributable to Work performed after the last day of the current biennium is contingent on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
- b. Department will only pay for completed work that is accepted by Department.

20. Recovery of Overpayments - If billings under this contract, or under any other contract between the Contractor/County and the Department, result in payments to the Contractor/County to which the Contractor/County is not entitled, the Department, after giving written notification to the Contractor/County, may withhold from payments due to the Contractor/County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds \$75,000, approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Department and is not exclusively for the benefit of Department clients or other third party entities, approval by the Department of Administrative Services is required. All such approvals, when required, shall be obtained before any work may begin under this contract.

22. Controlling State Law - The provisions of this contract shall be construed and enforced in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the State of Oregon.

23. Ownership of Work Product - All work products of the Contractor/County which result from this contract are the exclusive property of the Department.

24. Equal Employment Opportunity - If this contract, including amendments, is for more than \$10,000, then Contractor/County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). OMB Circular A - 102, ¶ 14.c.

25. Clean Air, Clean Water, EPA Regulations - If this contract, including amendments, exceeds \$100,000 then Contractor/County shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All subcontracts, including amendments, which exceed \$100,000 shall include this language. OMB Circular A-102, ¶14.i.

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26. Energy Efficiency - Contractor/County shall comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, ¶ 14.j.
27. Truth in Lobbying - The Contractor/County certifies, to the best of the Contractor/County's knowledge and belief that:
- No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/County, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Department for any damages suffered by the Department as a result of the undersigned's failure to comply with the terms of this certification.

This certification is a material representation of facts upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Merger Clause - THIS CONTRACT WHICH INCLUDES ALL ATTACHED OR REFERENCED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND WHEN REQUIRED THE DEPARTMENT OF ADMINISTRATIVE SERVICES AND DEPARTMENT OF JUSTICE. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR/COUNTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

MEETING DATE: August 23, 2001  
AGENDA NO: C-3  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT: REQUEST FOR EMERGENCY EXEMPTION FROM THE FORMAL BID PROCESS FOR THE PURCHASE OF LIBRARY READER CHAIRS**

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: August 23, 2001  
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSS DIVISION: Finance/CPCA

CONTACT: Franna Hathaway TELEPHONE #: 988-5111 X22651  
BLDG/ROOM #: 503/4<sup>th</sup> floor

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

ORDER Exempting from the Formal Competitive Bid Process a Contract for the Purchase of Library Reader Chairs through an Informal Quotation Process

*DB/28/01 copies to Catherine Kwon*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: David Boyer

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us

01 AUG 15 PM 1:04  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS



Department of Sustainable Community Development

**MULTNOMAH COUNTY OREGON**

Facilities and Property Management  
401 North Dixon  
Portland, Oregon 97227  
(503) 988-3322 phone  
(503) 988-5082 fax

RECEIVED  
PURCHASING SECTION

2001 JUL 20 PM 4:16

MULTNOMAH COUNTY

**DATE:** July 19, 2001

**TO:** Franna Hathaway, CPPO, Manager  
Central Procurement & Contract Management

**THROUGH:** Mike Oswald, Interim Director  
Department of Sustainable Community Development

**FROM:** Dan Brown, P.E., Director  
Facilities and Property Management

**SUBJECT: EMERGENCY EXEMPTION REQUEST  
LIBRARY READER CHAIRS**

**General**

The Facilities and Property Management Division is requesting an exemption from the County's formal selection process in order to solicit informal quotations for the purchase of reader chairs for the Library Department. These chairs are for a number of branch locations and are necessary to replace defective chairs. Several chairs have shattered during normal patron use, which created a significant hazard and liability. The Director of the Department of Sustainable Community Development has declared this project to be an emergency due to the circumstances described below.

**Background**

Based on a formal bid process, the County purchased library reader chairs for several branches, including Capitol Hill, Gregory Heights, Belmont, Holgate, and St. Johns. Over the past several months, a large number of these chairs have proven to be defective. Approximately sixty chairs have been repaired or replaced, and at least three have shattered while a library patron was sitting in them. Since this situation is impacting the safety of Library employees and patrons, we are considering it to be an emergency situation. In accordance with our Administrative Rules, Section 10.110, we are pursuing this exemption process, as it requires prompt execution of a contract to remedy the situation.

**10.110 Emergency Contracts**

- (1) *The County may, at its discretion, let public contracts exceeding \$50,000 without formal competitive bidding, if an emergency exists and the emergency consists of circumstances creating a substantial risk of loss, damage, interruption of services or threat to public health or safety that could not have been reasonably foreseen and requires prompt execution of a contract to remedy the condition.*

Additionally, these Library branches are scheduled for opening beginning this Fall, so chairs must be ordered immediately. These are typically long lead time items so time is of the essence.

FPM Staff  
December 11, 2000  
Page 2 of 2

**Scope of Services and Estimated Cost**

Based upon the most favorable quotation, the County intends to order approximately 270 chairs at an estimated total cost of \$115,000. This will include the manufacturing and custom finishing of the chairs, as well as delivery to each branch.

**Summary**

The chairs that were originally purchased for the Library are unacceptable and will not be used at any of the branches. Due to the long lead time of these type of chairs, and the need to order them immediately to meet branch opening schedules, we are requesting approval to use an informal quotation process. FPM feels this emergency exemption request is justified and in accordance with State and local contracting rules, as well as being in the best interest of the County. Please contact me if additional information is required.

Cc: John Lindenthal, CIP Section Manager  
Darin Matthews, FPM Contracts Manager  
Mike Harrington, Library Facilities Manager

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

ORDER NO. \_\_\_\_\_

Exempting from the formal competitive bid process a contract for the purchase of library reader chairs through an informal quotation process

**The Multnomah County Board of Commissioners Finds:**

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules AR10.140, a request from the Department of Sustainable Community Development, for an emergency exemption from the formal competitive bid process to purchase library reader chairs through an informal quotation process.
- b. As it appears in the memorandum from Dan Brown, the request for exemption is based upon the fact that through a formal bid process, the County purchased library reader chairs for several branches. Over the past several months, a large number of these chairs have proven to be defective. Approximately 60 chairs have been repaired or replaced, and at least 3 have shattered while a library patron was sitting in them. Since this situation is impacting the safety of Library employees and patrons, it is considered to be an emergency situation. These Library branches are scheduled for opening beginning this Fall, so chairs must be ordered immediately because these are long lead time items. Based on the most favorable quotation, the County intends to order approximately 270 chairs at an estimated total cost of \$115,000.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules AR10.140.

**The Multnomah County Board of Commissioners, Acting as the Public Contract Review Board Orders:**

That an informal quotation process may be used for the purchase of library reader chairs.

ADOPTED this      day of August , 2001.

BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON, ACTING AS  
THE PUBLIC CONTRACT REVIEW BOARD

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

John Thomas, Assistant County Attorney



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

**ORDER NO. 01-111**

Exempting from the Formal Competitive Bid Process a Contract for the Purchase of Library Reader Chairs through an Informal Quotation Process

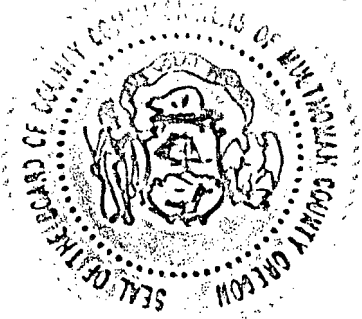
**The Multnomah County Board of Commissioners Finds:**

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules AR10.140, a request from the Department of Sustainable Community Development, for an emergency exemption from the formal competitive bid process to purchase library reader chairs through an informal quotation process.
- b. As it appears in the memorandum from Dan Brown, the request for exemption is based upon the fact that through a formal bid process, the County purchased library reader chairs for several branches. Over the past several months, a large number of these chairs have proven to be defective. Approximately 60 chairs have been repaired or replaced, and at least 3 have shattered while a library patron was sitting in them. Since this situation is impacting the safety of Library employees and patrons, it is considered to be an emergency situation. These Library branches are scheduled for opening beginning this Fall, so chairs must be ordered immediately because these are long lead time items. Based on the most favorable quotation, the County intends to order approximately 270 chairs at an estimated total cost of \$115,000.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules AR10.140.

**The Multnomah County Board of Commissioners, Acting as the Public Contract Review Board Orders:**

That an informal quotation process may be used for the purchase of library reader chairs.

ADOPTED this 23rd day of August, 2001.



BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON, ACTING AS  
THE PUBLIC CONTRACT REVIEW BOARD

  
\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
John Thomas, Assistant County Attorney

MEETING DATE: August 23, 2001  
AGENDA NO: C-4  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Rehabilitation of the Stark Street Viaduct

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: August 16, 2001

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: DSCD

DIVISION: Transportation

CONTACT: Randall Shannon

TELEPHONE #: (503) 988-5050 x29636

BLDG/ROOM #: 455/215 Yeon Annex

PERSON(S) MAKING PRESENTATION: Randall Shannon

ACTION REQUESTED:

☐ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☒ APPROVAL   ☐ OTHER

SUGGESTED AGENDA TITLE:

Rehabilitation of the Stark Street Viaduct

08/28/01 ORIGINALS to CATHERY KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

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

Michael Oswald

BOARD OF  
COUNTY COMMISSIONERS  
01 AUG 15 PM 4:07  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
[deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)



**Department of Sustainable Community Development**  
**MULTNOMAH COUNTY OREGON**

Transportation Division  
1600 SE 190<sup>th</sup> Avenue  
Portland, Oregon 97233-5910  
(503) 988-5050

**SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: Harold E. Lasley, P.E., Director *Harold Lasley*  
Randall C Shannon, P.E., Project Engineer

DATE: July 30, 2001

RE: Approval of IGA between ODOT and Multnomah County for the rehabilitation of the Stark Street Viaduct

1. Recommendation/Action Requested:

Approval of the IGA between ODOT and Multnomah County for the rehabilitation of the Stark Street Viaduct.

2. Background/Analysis:

During the 2000-2001 Metropolitan Transportation Improvement Program funding process, the County received approval for the rehabilitation of the Stark Street Viaduct. The estimated cost of this project is \$672,000. ODOT will be responsible for ten percent of the project. Federal Funds will cover eighty percent of the project. The County will be responsible for the remaining ten percent of the project.

The Stark Street Viaduct (Constructed 1914) is a narrow concrete arch structure that is structurally deficient and functionally obsolete. Load ratings indicate that the deck has inadequate strength. The bridge is currently posted with restricted loads (Type 3 - 12 tons; Type 3S2 - 20 tons; Type 3-3 - 24 tons). In addition the arch is cracked near the apex, and support has eroded from beneath the abutments.

3. Financial Impact:

The County's share of the estimated cost is \$67,200. This year's portion is budgeted in the 2002 Capital Transportation budget.

4. Legal Issues:

There are no legal issues with this agreement.

5. Controversial Issues:

There are no controversial issues with this agreement.

6. Link to Current County Policies:

It is the County's policy (Comprehensive Plan Policy 33A and 33C) to provide a safe and efficient multi-modal transportation system.

7. Citizen Participation:

Support for this project has been expressed through the County's CIP process as well as the regions MTIP process.

8. Other Government Participation:

Both the State and Federal Government are participating in this project.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached Contract #: 4600002534  
Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> <b>AGENDA # C-4 DATE 08-23-01</b> <b>DEB BOGSTAD, BOARD CLERK</b>

Department: Sustainable Community Development Division: Transportation Division Date: 7/30/01  
 Originator: Randall Shannon Phone: x29636 Bldg/Rm: 455/Annex  
 Contact: Cathey Kramer Phone: x22589 Bldg/Rm: 455/Annex

Description of Contract: Intergovernmental Agreement between Oregon Dept of Transportation and Multnomah County for the rehabilitation of the Stark Street Viaduct.

RENEWAL: ☐ PREVIOUS CONTRACT #(S):  
 RFP/BID: RFP/BID DATE:  
 EXEMPTION EXEMPTION EXPIRATION ORS/AR  
 #/DATE: DATE: #:  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor	Oregon Dept. of Transportation	Remittance address	
Address	123 NW Flanders St. Portland OR 97209-4037	(If different)	
	Debbie Burgess		
Phone	(503) 731-8276	Payment Schedule / Terms	
Employer ID# or SS#	N/A	<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Effective Date	Upon Execution	<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Termination Date	July 31, 2006	<input checked="" type="checkbox"/> Other \$ Per billing	<input type="checkbox"/> Other
Original Contract Amount \$		<input type="checkbox"/> Requirements Not to Exceed \$	
Total Amt of Previous Amendments \$		Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No
Amount of Amendment \$			
Total Amount of Agreement \$	67,200.00		

## REQUIRED SIGNATURES:

Department Manager *MDG L. Todd Humes* DATE 7/31/01  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel *Matthew C. Ryan* DATE 8/6/01  
 County Chair *Chris W. G.* DATE 8-23-01  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	PLANT	WBS	GL ACCT	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	SAP DESCRIPTION	AMOUNT	INC DEC
01	F030	ROADCPC 0369	60540								
02											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.



# IGA Contract

**Vendor Address**

OREG ST OF DEPT OF TRANSPORTATION  
123 NW FLANDERS  
PORTLAND OR 97209-4037

**Information**

**Contract Number** 4600002534  
**Date** 07/27/2001  
**Vendor No.** 23683  
**Contact/Phone** DSCD Transport'n /  
X26798  
**Validity Period:** 07/27/2001 - 07/31/2006  
**Minority Indicator:** Not Identified

**Estimated Target Value:** 67,200.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>Stark St Viaduct Rehab</p> <p>Plant: F030 Sustainable Community Dvpmt Requirements Tracking Number: 999 <i>Governmental Agreement with ODOT for rehabilitation of the Stark Street Viaduct.</i> <i>County to pay 10%; State to pay 10%; Federal to pay 80%)</i> ODOT Number 18,996 Project Manager: Randy Shannon WBS: ROADCPC0369</p>	67,200	Dollars	\$ 1.0000

LOCAL AGENCY AGREEMENT  
HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROJECT  
Stark Street Viaduct – Bridge No. 11113

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and MULTNOMAH COUNTY, acting by and through its Elected Officials, hereinafter referred to as "Agency".

**RECITALS**

1. The Stark Street Viaduct is a part of the County Road System under the jurisdiction and control of Multnomah County.
2. By the authority granted in ORS 190.110, 366.770 and 366.775, State may enter into cooperative agreements with the counties, cities, and units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

**NOW THEREFORE**, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency plan and propose to remove the existing Stark Street Viaduct, (Bridge No. 11113) and replace with a new structure at the same location, hereinafter referred to as "project". The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The project shall be conducted as a part of the Highway Bridge Replacement and Rehabilitation Program (HBRR), under Title 23, United States Code, and the Oregon Action Plan. The total cost for the project is estimated at \$672,000. The HBRR funds will be used for all work associated with the project. State shall provide one-half the match required for the federal funds, based on the maximum allowable federal fund prorata. Agency shall be responsible for all costs in excess of the combined available federal funds and State match. The estimate for the total project costs is subject to change.

M C & A No. 18,996  
MULTNOMAH COUNTY

3. The term of this agreement shall begin on the date all required signatures are obtained and shall terminate when the project is complete.

4. This agreement may be terminated by mutual written consent of both parties.

State may terminate this agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.

b. If Agency fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.

c. If Agency fails to provide payment of its share of the cost of the project.

d. If State fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.

e. If Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

5. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

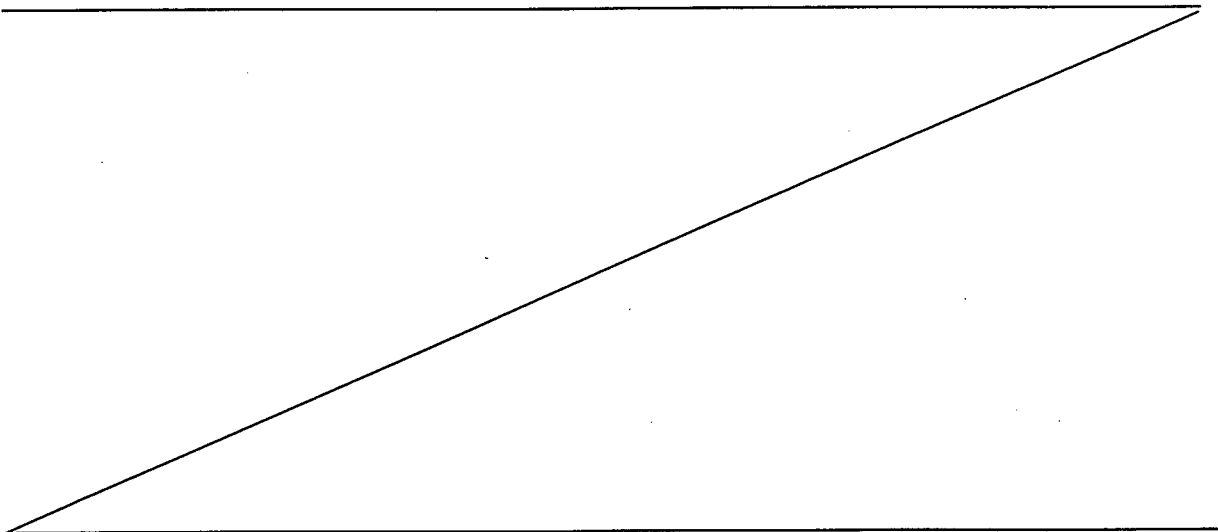


M C & A No. 18,996  
MULTNOMAH COUNTY

6. Agency, as a recipient of grant funds, pursuant to this agreement with the State, shall assume sole liability for Agency's breach of the conditions of the grant, and shall, upon Agency's breach of grant conditions that requires the State to return funds to FHWA, the grantor, hold harmless and indemnify the State for an amount equal to the funds received under this agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this agreement.

7. Agency shall enter into and execute this agreement during a duly authorized session of its Board of County Commissioners.

8. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this agreement shall not constitute a waiver by State of that or any other provision.



IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

M C & A No. 18,996  
MULTNOMAH COUNTY

The Oregon Transportation Commission on October 13, 1999, approved this project as a part of the 2000-2003 Statewide Transportation Improvement Program, Page 16, Key No. 10663.

The Oregon Transportation Commission on March 18, 1999, approved Subdelegation Order No. 2 in which the Director grants authority to the Executive Deputy Director/Chief Engineer to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

APPROVAL RECOMMENDED

By Kay Van Driel  
Region 1 Manager

Date 7-24-01

APPROVED AS TO  
LEGAL SUFFICIENCY

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

STATE OF OREGON, by and through  
its Department of Transportation

By \_\_\_\_\_  
Executive Deputy Director/Chief Engr.

Date \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Jeani McJ  
Chair

APPROVED AS TO  
LEGAL SUFFICIENCY

By Matthew Olym  
County Counsel

Date 8/5/01

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 08-23-01  
DEB BOGSTAD, BOARD CLERK



ATTACHMENT NO. 1, M C & A No. 18,996  
SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, acquire all right of way or easements, if any, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Agency shall design the project to meet the American Association of State Highway and Transportation Officials Standards and Specifications for Highway Bridges, as modified by State's Bridge Section Office Practice Manual.
3. Agency shall, upon State's award of construction contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.
4. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered under this agreement, Agency and Consultant shall enter into a Personal Services Contract approved by ODOT's Purchasing and Contracts Unit Manager or designee (Salem). Said contract must be reviewed and approved by the Purchasing and Contracts Unit Manager or designee prior to beginning any work. This review includes, but is not limited to the Request for Proposal, Statement of Work, advertisement and all contract documents. This review and approval is required to ensure federal reimbursement.
5. State may make available Region 1's On-Call PE, Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services they, agree to manage the work done by the consultant and make funds available to the State for payment of those services. All eligible work shall be a federally participating cost and included as part of the total cost of the project.
6. Subject to the limitations and conditions of, and to the extent permitted by, the Oregon Constitution and the Oregon Tort Claims Act (Ors 30.260 et seq.), the Agency and State each shall be solely responsible for any loss or injury caused to third parties arising from Agency's or State's own acts or omissions under the agreement; and Agency or State shall defend, hold harmless, and indemnify the other party to this agreement with respect to any claim, litigation, or liability arising from Agency's or State's own acts or omissions under this agreement.

## **ATTACHMENT NO. 2**

### **STANDARD PROVISIONS**

#### **JOINT OBLIGATIONS**

##### **PROJECT ADMINISTRATION**

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this project, and Agency (i.e., county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for the Agency in other matters pertaining to the project. State and Agency shall actively cooperate in fulfilling the requirements of the Oregon Action Plan. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting for FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

##### **PRELIMINARY & CONSTRUCTION ENGINEERING**

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal service consultant to perform any work covered by this agreement, Agency and Consultant shall enter into a State reviewed and approved personal service contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal service contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279.051, the current State Administrative Rules and ODOT Personal Services Contracting Procedures as approved by the Federal Highway Administration (FHWA). Such personal service contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by State law and the Oregon Constitution, agrees to accept all responsibility, defend

lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

## REQUIRED STATEMENT FOR USDOT FINANCIAL ASSISTANCE AGREEMENT

5. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification to the Agency of its failure to carry out the approved program, the US Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of the Agency to obtain future US Department of Transportation financial assistance.
6. **DBE Obligations.** State and its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Agency shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Agency to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

7. The Agency further agrees to comply with all applicable civil rights laws, rules and regulations, including Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
8. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, incorporated herein by reference and made a part hereof; Title 49 CFR, Parts 26 and 90, Audits of State and Local Governments; 49 CFR Parts 18 and 24; 23 CFR Part 771; Title 41, USC, Anti-Kickback Act; Title 23, USC, Federal-Aid Highway Act; 42 USC, Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; provisions of Federal-Aid Policy Guide (FAPG), Title 23 Code of Federal Regulations (23 CFR) 1.11, 710, and 140; and the Oregon Action Plan.

## STATE OBLIGATIONS

### PROJECT FUNDING REQUEST

9. State shall submit a project funding request to the FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from the FHWA. Major responsibility for the various phases of the project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations and the Oregon Action Plan.

### FINANCE

10. State shall, in the first instance, pay all reimbursable costs of the project, submit all claims for federal-aid participation to the FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the project expenditure account(s) and will be included in the total cost of the project.

### PROJECT ACTIVITIES

11. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
12. The party responsible for performing preliminary engineering for the project shall, as part of its preliminary engineering costs, obtain all project related permits necessary for the construction of said project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
13. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.
14. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates,

check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the project.

15. The State shall, as a project expense, assign a liaison person to provide project monitoring as needed throughout all phases of project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

## **RIGHT-OF-WAY**

16. State is responsible for proper acquisition of the necessary right-of-way and easements for construction and maintenance of the project. Agency may perform acquisition of the necessary right-of-way and easements for construction and maintenance of the project, provided Agency (or Agency's consultant) are qualified to do such work as required by the ODOT Right of Way Manual and have obtained prior approval from ODOT Region Right of Way office to do such work.
17. Regardless of who acquires or performs any of the right-of-way activities, a right-of-way services agreement shall be created by ODOT Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right-of-way, and providing oversight and monitoring. Funding authorization requests for federal right-of-way funds must be sent through the Region Right of Way offices on all projects. All projects must have right-of-way certification coordinated through Region Right of Way offices (even for projects where no federal funds were used for right-of-way, but federal funds were used elsewhere on the project). Agency should contact the Region Right of Way office for additional information or clarification.
18. State shall review all right-of-way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right-of-way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policy Act of 1970, as amended, ORS 281.060 and ORS Chapter 35, FHWA Federal Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
19. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
20. Agency insures that all project right-of-way monumentation will be conducted in conformance with ORS 209.150.
21. State and Agency grants each other authority to enter onto the other's right-of-way for the performance of the project.



## AGENCY OBLIGATIONS

### FINANCE

22. Federal funds shall be applied toward project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement.
23. Agency's estimated share and advance deposit.
  - A. Agency shall, prior to commencement of the preliminary engineering and/or right-of-way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from the State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - B. Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the bid. Any additional balance of the deposit, based on the actual bid must be received within 45 days of receipt of written notification by the State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within 45 days of receipt by the State of the project sponsor's written request.
  - C. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
  - D. Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
24. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which the FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If the State approves processes, procedures, or contract administration outside the *Local Agency Guidelines*, that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.
25. Costs incurred by the State and Agency for services performed in connection with any phase of the project shall be charged to the project, unless otherwise mutually agreed upon.

26. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If the State was the sole cause of the cancellation, the State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by the State or Agency, either directly or through contract services, and the State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
27. The requirements stated in the Single Audit Act must be followed by those local governments receiving \$300,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "Office of Management and Budget Circular A-133", requires local governments to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
28. Additional deposits, if any, shall be made as needed upon request from the State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the project.
29. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the project directly to State's Liaison Person for review and approval. Such invoices shall identify the project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of FAPG, 23CFR 1.11, 710, and 140. Final billings shall be submitted to State for processing within three months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering 2) last payment for right-of-way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three months from date that costs are incurred. Final billings submitted after the three months may not be eligible for reimbursement.
30. The cost records and accounts pertaining to work covered by this agreement are to be kept available for inspection by representatives of State and the FHWA for a period of three (3) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (49 CFR 18.42).
31. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:
- a) That right-of-way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;

b) That right-of-way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right-of-way acquisition.

c) That construction proceeds after the project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).

32. Agency shall maintain all project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

### **RAILROADS**

33. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the appropriate Region contact or Railroad & Utility Engineer. Only those costs allowable under 23 CFR 646B & 23 CFR 140I, shall be included in the total project costs; all other costs associated with railroad work will be at the sole expense of the Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, the State is under no obligation to agree to perform said duties.

### **UTILITIES**

34. Agency shall cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the project in order to conform the utilities and other facilities with the plans and the ultimate requirements of the project. Only those utility relocations, which are eligible for federal aid participation under the FAPG, 23 CFR 645A, shall be included in the total project costs; all other utility relocations shall be at the sole expense of the Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than 21 weeks prior to bid let date. However, the State is under no obligation to agree to perform said duties.
35. Agency shall follow established State utility relocation policy and procedures. The policy and procedures are available through the appropriate Region Utility Specialist or ODOT Right of Way Section's Railroad and Utility Coordinator.

## **STANDARDS**

36. Design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current ODOT Highway Design Manual and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
37. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
38. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
39. All plans and specifications shall be developed in general conformance with the current "Contract Road Plans Guide" and the current "Standard Specifications" and/or guidelines provided.
40. The standard unit of measurement for all aspects of the project will be System International (SI) Units (metric). This includes, but is not limited to, right-of-way, environmental documents, plans and specifications, and utilities.

## ***GRADE CHANGE LIABILITY***

41. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
42. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
43. Agency, if a City, by execution of agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the agreement.

## **CONTRACTOR CLAIMS**

44. Agency shall, to the extent permitted by State law, indemnify, hold harmless and provide legal defense for the State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this agreement.

## **MAINTENANCE RESPONSIBILITIES**

45. Agency shall, upon completion of construction, thereafter maintain and operate the project at its own cost and expense, and in a manner satisfactory to State and the FHWA.

## **WORKERS' COMPENSATION COVERAGE**

46. Agency, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

## **LOBBYING RESTRICTIONS**

47. Agency certifies by signing the agreement that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, US Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paragraphs 34, 35, and 45 are not applicable to any local agency on state highway projects.

MEETING DATE: August 23, 2001  
AGENDA NO: C-5  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

**SUBJECT:** Intergovernmental Agreement (190) with the Housing Authority of Portland to fund a collaborative Alcohol and Drug prevention project at selected public housing sites

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: \_\_\_\_\_ Next Available  
AMOUNT OF TIME NEEDED: \_\_\_\_\_ Consent

DEPARTMENT: Community and Family Services DIVISION: Behavioral Health Division, OAS

CONTACT: Lorenzo Poe/Gayle Kron TELEPHONE #: (503) 988-5464, Ext. 26392  
BLDG/ROOM #: 166/6

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_ N/A

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Approval of the Intergovernmental Agreement with the Housing Authority of Portland to fund a collaborative Alcohol and Drug prevention project at selected public housing sites.

08/23/01 ORIGINALS to WNW EVERS

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us

01 AUG 15 PM 4:11  
MULTNOMAH COUNTY  
OREGON  
CLERK OF COUNTY COMMISSIONERS



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**MULTNOMAH COUNTY OREGON**

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421 SW Sixth – Seventh Floor  
Portland OR 97216-1618  
(503) 988-3691 phone  
(503) 988-3379 fax

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director

DATE: July 24, 2001

SUBJECT: FY2001/2002 Intergovernmental Agreement with Housing Authority of Portland

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- I. **Recommendation/Retroactive Action Requested:** The Department of Community and Family Services recommends approval of the attached intergovernmental agreement with the Housing Authority of Portland for the period July 1, 2001 through June 30, 2002. This action is retroactive due to a delay in reaching final agreement with HAP over the programmatic terms of the agreement.
- II. **Analysis:** The Housing Authority of Portland will conduct a collaborative Alcohol and Drug prevention project in several of their public housing sites, specifically designed for youth.
- III. **Financial Impact:** The dollar amount of this contract is \$70,076.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** The contract seeks to continue an effort with Multnomah County to implement programs and services to combat drug abuse in the County.
- VII. **Citizen Participation:** None
- VIII. **Other Government Participation:** The Housing Authority of Portland is a City of Portland entity, with mutually agreed too responsibilities involving housing issues and needs.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 4600002432

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-5</u> DATE <u>08-23-01</u>  <b>DEB BOGSTAD, BOARD CLERK</b></p>

Department: <u>Community and Family Services</u>	Division: <u>Behavioral Health Division - OAS</u>	Date: <u>July 3, 2001</u>
Originator: <u>Gayle Kron</u>	Phone: <u>26392</u>	Bldg/Rm: <u>166/6</u>
Contact: <u>Lynn Ervins</u>	Phone: <u>26644</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **This contract supports a community prevention collaboration project offered by the Housing Authority of Portland for residents at targeted low rent public housing sites.**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>None</u>
RFP/BID: <u>IGA - No Procurement Required</u>	RFP/BID DATE: <u>N/A</u>
EXEMPTION: <u>N/A</u>	EXEMPTION EXPIRATION DATE: <u>None</u>
#/DATE: <u>None</u>	ORS/AR # <u>None</u>
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <u>Housing Authority of Portland</u>	Remittance Address <u>(If different)</u>
Address <u>135 SW Ash</u>	
<u>Portland OR 97204</u>	
Phone <u>(503) 802-8483</u>	Payment Schedule / Terms
Employer ID# or SS# <u>93-6001547</u>	<input type="checkbox"/> Lump Sum \$ <u>                    </u> <input type="checkbox"/> Due on Receipt
Effective Date <u>July 1, 2001</u>	<input checked="" type="checkbox"/> Monthly \$ <u>Allotment</u> <input type="checkbox"/> Net 30
Termination Date <u>June 30, 2002</u>	<input type="checkbox"/> Other \$ <u>                    </u> <input type="checkbox"/> Other
Original Contract Amount \$ <u>70,076</u>	
Total Amt of Previous Amendments \$ <u>0</u>	<input type="checkbox"/> Requirements \$ <u>                    </u>
Amount of Amendment \$ <u>0</u>	
Total Amount of Agreement \$ <u>70,076</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

## REQUIRED SIGNATURES

Department Manager <u>[Signature]</u>	DATE <u>7/24/01</u>
Purchasing Manager <u>[Signature]</u>	DATE <u>                    </u>
County Counsel <u>[Signature]</u>	DATE <u>8/12/01</u>
County Chair <u>[Signature]</u>	DATE <u>8-23-01</u>
Sheriff <u>                    </u>	DATE <u>                    </u>
Contract Administration <u>                    </u>	DATE <u>                    </u>

SAP VENDOR CODE 43090						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											



## GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between the Housing Authority of Portland (The Housing Authority of Portland) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

### PURPOSE:

The purpose of this agreement is to allocate Alcohol and Drug prevention funding to support a community prevention collaboration project offered by the Housing Authority of Portland described as "Drug Elimination Program". Funds in this contract will be used to provide community-based youth prevention services for residents at targeted low rent public housing sites within Multnomah County.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2001 to June 30, 2002. This agreement may not be renewed.
2. **RESPONSIBILITIES OF the Housing Authority of Portland.** The Housing Authority of Portland agrees to perform the following services:
  - A. The Housing Authority of Portland (HAP) will provide \$25,000 to match Multnomah County funds. Continued financial participation by Multnomah County is contingent on the Housing Authority of Portland maintaining its funding match.
  - B. The Housing Authority of Portland will involve Department of Community and Family Services (DCFS) Office of Addiction Services (OAS) staff in the development of the procurement request and in the subcontractor selection process for the prevention services funded under this contract. Any subcontract resulting from the procurement process must include State of Oregon Office of Alcohol and Drug Abuse Program's (OADAP) requirements such as monthly Minimum Data Set reports, annual service reports, and Prevention Services (A&D 70) performance requirements.
  - C. The Housing Authority of Portland will ensure service continuity by temporarily contracting with Tualatin Valley Centers until The Housing Authority of Portland's procurement process is complete. The Housing Authority of Portland's subcontract with Tualatin Valley Centers will include the following specific services, reporting requirements, and program outcomes:
    - 1) Tualatin Valley Centers will identify approximately 20 core youth (5 per site) to be served through individualized services and mentoring. Evaluation methods will include service activity logs, client logs, behavior reports from teachers, and behavior reports from parents. Program outcomes will be: 65% of core group will show improvement on Individual Protective Factor Index (modified) pre and post-test; 75% of teachers of core group will report improved academic performance of targeted youth; and 75% of parents of core group will report improved social behaviors of targeted youth. Evaluation methods and program outcomes may be adjusted as needed to reflect the length of the interim contract or changed to alternative methods/outcomes upon agreement by OAS, HAP and TVC. Annual outcomes may be revised depending on results of the procurement process.
    - 2) Tualatin Valley Centers will provide approximately 13 sessions per month of After School or summer programs, including programs like computer training, tutoring, and therapeutic recreation for 40 unduplicated youth ages 6 to 12 years. Evaluation

methods will include service activity logs and program evaluation forms. Program outcomes will be: 100% of participants in the computer training component of the after school or summer clubs will gain new computer skills and knowledge. Evaluation methods and program outcomes may be adjusted as needed to reflect the length of the interim contract or changed to alternative methods/outcomes upon agreement by OAS, HAP and TVC. Annual outcomes may be revised depending on results of the procurement process.

- 3) Tualatin Valley Centers is required to report to Department of Community and Family Services Office of Addictions Services, by the 5th of every month following services, monthly Minimum Data Set reports per Office of Alcohol and Drug Abuse Programs (OADAP) requirements (i.e. reports for services provided from July 1 through July 31, 2001 will be submitted by August 5, 2001).
- 4) Tualatin Valley Centers will comply with OAR 415-056-0000 through 415-056-0025 and must have a current Letter of Approval issued by the State of Oregon Office of Alcohol and Drug Abuse Programs (OADAP) in accordance with OAR 415-012-0000 through 415-012-0090.

**3. RESPONSIBILITIES OF COUNTY.** The County agrees to pay the Housing Authority of Portland \$70,076 for prevention services. Payments will be made on a Monthly Allotment/Cost Reimbursement basis with equal monthly allotments of the annual contract amount paid in advance. Contractor will submit quarterly reports of itemized expenditures by the 20<sup>th</sup> calendar day of the month following each calendar quarter. The expenditure reports will be sent to:

Gayle Kron, BHD Financial Resources Unit  
421 SW 6th Avenue, Suite 600  
Portland, Oregon 97204-1619

If at the end of the 2001-2002 Fiscal Year (June 30, 2002) expenditures are less than the total contract amount, Multnomah County DCFS will recover any unexpended funds from the Housing Authority of Portland. Contractor agrees that failure to submit itemized documentation of expenditures gives Multnomah County the right to recover from Contractor all undocumented expenditures to the full amount of the contract.

**4. TERMINATION** This agreement may be terminated by either party upon thirty (30) days written notice.

**5. INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Contractor from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 Contractor shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Contractor, its officers, employees and agents in the performance of this agreement.

**6. INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

**7. ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

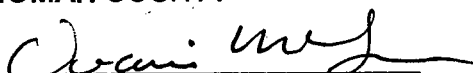
9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **ADDITIONAL TERMS AND CONDITIONS** None.

12. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY

BY   
Title Diane M. Linn, County Chair

HOUSING AUTHORITY OF PORTLAND

BY \_\_\_\_\_  
Title \_\_\_\_\_

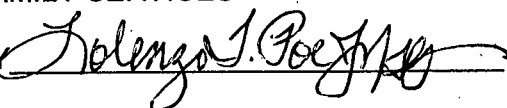
Reviewed:

 8/12/01  
TOM SPONSLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

Approved as to form:

\_\_\_\_\_

DEPARTMENT OF COMMUNITY AND  
FAMILY SERVICES

BY   
Title \_\_\_\_\_

Date 7/27/01

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 08-23-01  
DEB BOGSTAD, BOARD CLERK

## MULTNOMAH COUNTY OREGON

Page 1 of 1

## IGA Contract

## Vendor Address

HOUSING AUTHORITY OF PORTLAND  
8932 N WOOLSEY AVE  
PORTLAND OR 97203

## Information

Contract Number 4600002432  
Date 06/27/2001  
Vendor No. 43090  
Contact/Phone CFS BH A&D Svc /  
Validity Period: 07/01/2001 - 06/30/2002  
Minority Indicator: Not Identified

**Estimated Target Value:** 70,076.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>Program Contact: Gayle Kron (503) 988-5464, Extension 26392</p> <p>H27530001 A&amp;D Prevention Education (USD)</p> <p>Plant: F010 Community &amp; Family Services Requirements, Tracking Number: IGA Monthly Allotment/Cost Reimbursement Validity period: 7/1/01 through 6/30/02 Drug Elimination Program.</p>	70,076	Dollars	\$ 1.0000

**MULTNOMAH COUNTY OREGON**  
**CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION**  
**P.O. BOX 14700, PORTLAND, OREGON 97293-0700**

Page 1 of 1

Phone: (503) 988-5111

Fax: (503) 988-3252

**Release Order****Vendor Address**

HOUSING AUTHORITY OF PORTLAND  
 8932 N WOOLSEY AVE  
 PORTLAND OR 97203

**Information**

<b>Release Order</b>	<b>4500016069</b>
<b>Date</b>	06/27/2001
<b>Vendor No.</b>	43090
<b>Buyer/Phone</b>	CFS BH A&D Svc /
<b>Validity End Date</b>	06/30/2002
<b>Incoterms</b>	FOB

**Ship To:**

Multnomah County  
 Community & Family Services  
 421 SW 6th  
 Portland OR 97204

**Special Instructions:**

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
0001	<i>Program Contact: Gayle Kron            (503) 988-5464, Extension 26392</i>  <b>H27530001</b> <b>A&amp;D Prevention Education (USD)</b> Tracking Number: IGA  WBS: BH A&D PREV DRUG ELIM 70 Release order against contract 4600002432 Item 00001 <i>Monthly Allotment/Cost Reimbursement</i> <i>Validity Period: 7/1/01 through 6/30/02</i> <i>Drug Elimination Program.</i>	70,076	USD	\$ 1.0000	\$ 70,076.00
				Total	<hr/> <b>\$ 70,076.00</b> <hr/>

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 4600002432

EXHIBIT 6B -- QUARTERLY BUDGET COMPARISON REPORT FORM

For Quarter Ended \_\_\_\_\_

Contractor: \_\_\_\_\_

Release Order Item

#: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

	Source/Type Description	YTD BUDGET	YTD ACTUALS	VARIANCE
<b>REVENUE</b>				Over/ Under
This Contract				
State		_____	_____	_____
County General Fund		_____	_____	_____
Local 2145		_____	_____	_____
Title XIX		_____	_____	_____
Other: _____		_____	_____	_____
Other State Funds: _____		_____	_____	_____
Federal Funds: _____		_____	_____	_____
Client Fees		_____	_____	_____
Third Party Payments		_____	_____	_____
Contributions		_____	_____	_____
United Way		_____	_____	_____
Other: _____		_____	_____	_____
<b>TOTAL REVENUE</b>				
<b>EXPENDITURES</b>				
<b>Personnel</b>				
Salaries & Wages		_____	_____	_____
Taxes & Benefits		_____	_____	_____
<b>Total Personnel</b>		_____	_____	_____
<b>Services and Supplies</b>				
Communications		_____	_____	_____
Professional Services		_____	_____	_____
Depreciation		_____	_____	_____
Education & Training		_____	_____	_____
Equipment Rental		_____	_____	_____
Indirect Expenses		_____	_____	_____
Insurance		_____	_____	_____
Occupancy		_____	_____	_____
Office Supplies		_____	_____	_____
Postage		_____	_____	_____
Printing		_____	_____	_____
Other: _____		_____	_____	_____
<b>Total Services &amp; Supplies</b>		_____	_____	_____

**TOTAL EXPENDITURES**

**EXCESS OF REVENUE OVER EXPENSE**

I understand that all expenditures reported are subject to audit and that all expenditures must be program related and allowable according to applicable cost principles and regulations. I certify that I am an authorized representative of the above organization and that this statement of expenditures is accurate and true, to the best of my knowledge.

Organization's Authorized Signature: \_\_\_\_\_

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

Name, Please Print: \_\_\_\_\_

Phone #: \_\_\_\_\_

**MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES**

**INTERGOVERNMENTAL CONTRACT No. 4600002432**

**EXHIBIT 6C - CONTRACTOR ANNUAL BUDGET FORM**

For FY July \_\_\_\_\_ through June \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

	Source/Type Description	Release Order Item #	Release Order Item #	Release Order Item #
<b>REVENUE</b>				
This Contract				
State		_____	_____	_____
County General Fund		_____	_____	_____
Local 2145		_____	_____	_____
Title XIX		_____	_____	_____
Other:	_____	_____	_____	_____
Other State Funds:				
Federal Funds:				
Client Fees		_____	_____	_____
Third Party Payments		_____	_____	_____
Contributions		_____	_____	_____
United Way		_____	_____	_____
Other:	_____	_____	_____	_____
<b>TOTAL REVENUE</b>				
<b>EXPENDITURES</b>				
Personnel				
Salaries & Wages		_____	_____	_____
Taxes & Benefits		_____	_____	_____
Total Personnel		_____	_____	_____
Services and Supplies				
Communications		_____	_____	_____
Professional Services		_____	_____	_____
Depreciation		_____	_____	_____
Education & Training		_____	_____	_____
Equipment Rental		_____	_____	_____
Indirect Expenses		_____	_____	_____
Insurance		_____	_____	_____
Occupancy		_____	_____	_____
Office Supplies		_____	_____	_____
Postage		_____	_____	_____
Printing		_____	_____	_____
Other:	_____	_____	_____	_____
Total Services & Supplies		_____	_____	_____
<b>TOTAL EXPENDITURES</b>				

**TOTAL BUDGETED EXPENDITURES FOR ENTIRE ORGANIZATION:** \$ \_\_\_\_\_

Required for determination of Annual Audit Requirements

**Authorized Organization Signature:** \_\_\_\_\_

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

**Name, Please Print:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

MEETING DATE: August 23, 2001  
AGENDA NO: C-6  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Director Custody Holds per ORS 426.215

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: 8/13/01  
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DCFS DIVISION: Behavioral Health  
CONTACT: Ginnie Churchill TELEPHONE #: (503) 988-5464, ext 24050  
BLDG/ROOM #: 166/6

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

08/22/01 copies to Donion McCracken

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us

01 AUG 15 PM 4:21  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS



## BOGSTAD Deborah L

---

**From:** CHURCHILL Ginnie  
**Sent:** Sunday, August 12, 2001 3:22 PM  
**To:** BOGSTAD Deborah L  
**Subject:** More director designees

Deb - I have accepted another position, so won't be with the County after 8/17/01. The director designee process will be assumed by Donlon McGovern, Ph.D. His phone extension is x22353 and his interoffice address is 166/6, same as mine. I have trained him in the process, and written down procedures for him, but of course he may have questions.

This is the last batch I will be processing. Since I will probably be gone when these are signed, please send them to Donlon. Hard copies have been sent to Katie.

Thanks for all the help you've provided me! -Ginnie Churchill



agendaplacement.d  
oc (26 KB)



custodyholdorder.d  
oc (24 KB)



supplementalstaff  
with letter...



**Department of Community and Family Services**  
**MULTNOMAH COUNTY OREGON**

**Behavioral Health Division**  
**421 SW Sixth Avenue, Suite 600**  
**Portland, Oregon 97204-1618**  
**(503) 988-5464 phone**  
**(503) 988-3926 fax**  
**(503) 988-3598 TDD**

**SUPPLEMENTAL STAFF REPORT**

**To:** Board of County Commissioners  
**From:** Ginnie Churchill, Senior PDS  
**Date:** 8/13/01  
**Date of Agenda Placement:**  
**Re:** Authorizing designees of the Mental Health Program  
Director to direct a peace officer to take an allegedly  
mentally ill person into custody.

1. Recommendation/Action Requested:  
Authorize additional individuals to direct peace officers to take an allegedly mentally ill person into custody.
2. Background/Analysis:  
Outpatient mental health agencies depend upon certain staff having the ability to assess clients for a Director Designee Custody. This certification allows the designee to direct the police to take into custody any individual with mental health issues who is judged dangerous to self or others. Police then transport the individual to a treatment center (Crisis Triage Center or emergency room). As agencies experience staffing turnovers, new staff need to be trained and authorized.
3. Financial Impact:  
None
4. Legal Issues:  
In accordance with ORS 426.215
5. Controversial Issues:  
Not aware of any controversial issues.
6. Link to Current County Policies:  
Authorizing mental health staff to perform this function promotes public safety.
7. Citizen Participation: N/A
8. Other Government Participation: N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. \_\_\_\_\_

Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

**The Multnomah County Board of Commissioners Finds:**

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) All the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division.

**The Multnomah County Board of Commissioners Orders:**

- 1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.

Added to the list of designees are:

Scott Johnson  
Renee Augrain  
Arthur Tolentino

Rod Becker  
Kirk Porter  
Sarah Ream

Joanne Greenwood  
Joe Acciaioli  
Stacey Paige Wilcoxin

Carol Robinson  
Caroline Occhipinti  
Scott Huffman

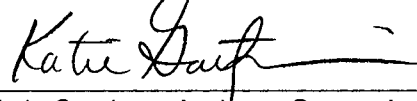
ADOPTED this     day of     , 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Katie Gaetjens, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDER NO. 01-112**

Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

**The Multnomah County Board of Commissioners Finds:**

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) All the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division.

**The Multnomah County Board of Commissioners Orders:**

1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.

Added to the list of designees are:

Scott Johnson  
Renee Augrain  
Arthur Tolontino

Rod Becker  
Kirk Porter  
Sarah Ream

Joanne Greenwood  
Joe Acciaioli  
Stacey Paige Wilcoxin

Carol Robinson  
Caroline Occhipinti  
Scott Huffman

ADOPTED this 23rd day of August, 2001.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Katie Gaetjens, Assistant County Attorney

MEETING DATE: August 23, 2001  
AGENDA NO: R-1  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of the 2001 – 2004 Collective Bargaining Agreement between Multnomah County and the Multnomah County Employees Union Local 88, AFSCME AFL-CIO

**BOARD BRIEFING:** DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

**REGULAR MEETING:** DATE REQUESTED: Thursday, August 23, 2001  
AMOUNT OF TIME NEEDED: 10 minutes

**DEPARTMENT:** DSS **DIVISION:** Human Resources

**CONTACT:** Gail Pamell **TELEPHONE #:** (503) 988-5135, x 22595  
**BLDG/ROOM #:** 503/4

**PERSON(S) MAKING PRESENTATION:** Gail Pamell/Jim Younger

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Ratification of the 2001 – 2004 Collective Bargaining Agreement between Multnomah County and the Multnomah County Employees Union Local 88, AFSCME AFL-CIO.

08/28/01 original signature page x 2 to Gail Pamell

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_  
(OR)

**DEPARTMENT MANAGER:** Cecilia Johnson

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us**

BOARD OF  
COUNTY COMMISSIONERS  
01 AUG 15 PM 4:24  
MULTNOMAH COUNTY  
OREGON



**Department of Support Services**  
**MULTNOMAH COUNTY OREGON**

Human Resources/Labor Relations Division  
501 SE Hawthorne Boulevard, Fourth Floor  
Portland, Oregon 97214  
(503) 988-5135 phone  
(503) 988-5670 fax

## **SUPPLEMENTAL STAFF REPORT**

**TO:** Board of County Commissioners  
**FROM:** Department of Support Services  
**DATE:** August 15, 2001  
**RE:** *Ratification of 2001 – 2004 Multnomah County Employees Union Local 88, AFSCME AFL-CIO, Collective Bargaining Agreement*

1. Recommendation/Action Requested: Approve collective bargaining agreement.

Approval.

2. Background/Analysis:

This is the collective bargaining agreement between the County and the Multnomah County Employees Union Local 88, AFSCME. This three-year agreement is effective July 1, 2001 and ends June 30, 2004. Below is a summary of the major changes in the agreement.

**Wage adjustments:** Increase of 3% effective July 1, 2001; COLA increases effective July 1, 2002 and 2003; 3% Bilingual Pay; and continued funding for Class/Comp studies.

**Holidays & Work Schedules:** Employees may trade Christmas Day for alternate religious holiday; increase eve leave from 4 to 8 hours; and creation of 9/80 work schedules.

**Benefits:** Language incorporating the EBB structure was added. Life insurance increases to \$20,000 effective July 1, 2001; to \$25,000 July 1, 2002; to \$30,000 July 1, 2003. Bus Pass subsidy increased.

**Other changes:** Recognition clause modified. Process for Union Business Leave revised.

3. Financial Impact:

Increases do not exceed the 3.5% of personnel cost increases.

4. Legal Issues:

None.

5. Controversial Issues:

None.

6. Link to Current County Policies:

Incorporated Employee Benefits Board structure changes into this agreement. Negotiated bus pass subsidy which is consistent with the County's implementation of the DEQ Employee Commute Options Program.

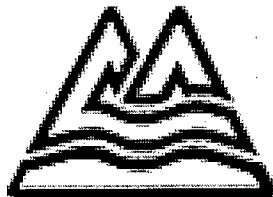
7. Citizen Participation:

None.

8. Other Government Participation:

None.

**2001-2004  
AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY, OREGON  
AND  
MULTNOMAH COUNTY EMPLOYEES  
UNION LOCAL 88  
AFSCME, AFL-CIO**



**LABOR RELATIONS  
501 S.E. HAWTHORNE BLVD., 4<sup>TH</sup> FLOOR  
P.O. BOX 14700  
PORTLAND, OR 97293-0700  
PHONE: 503-988-5135  
FAX: 503-988-5670**

**This document is available in accessible format upon request**



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**2001-2004**

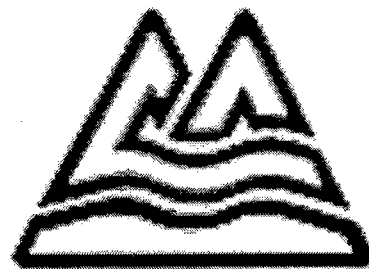
# **AGREEMENT**

**between**

**Multnomah County, Oregon**

**and**

**Multnomah County Employees Union  
Local 88, AFSCME AFL-CIO**



## MULTNOMAH COUNTY EMPLOYEES UNION AFSCME LOCAL 88 WELCOMES YOU TO OUR WORKPLACE

This Union agreement covers you while in the Local 88 bargaining unit and came about as a result of hard work by dedicated committees made up of Multnomah County management and Local 88 members.

The entire agreement has been mutually agreed to by Local 88 and Multnomah County. We hope that it will serve you well and help to provide fairness to you in the workplace.

The operation of your Union, Local 88, is based upon the principles of trade union democracy. As in any democratic process, participation is the cornerstone of success. Since it is the responsibility of the Local to serve all members, it is essential that the members attend the local membership meetings. These meetings are the heart of the Union, and the decisions rendered are the pulse of the organization.

Besides the membership meetings, there are a number of committees and meetings where participation is needed. As a member you are entitled to attend and to participate in any of these committees and meetings.

Each work site and/or unit is entitled to steward(s). Each steward then participates in the monthly stewards meeting.

The Executive Board, comprised of elected officials of the Local, conducts the business of Local 88 under authority of the general membership. Political action is an integral part of AFSCME Local 88. You are invited to participate in the many political activities of the local.

### UNION OFFICE

Portland Office - AFSCME Council 75  
123 NE 3<sup>rd</sup>. Suite 505  
Portland, OR 97232  
OFFICE PHONE: 239-9858 or  
1-800-792-0045  
OFFICE FAX: 239-9441

### MEETINGS:

MEMBERSHIP: 3<sup>rd</sup> Wednesday, 7:00 p.m.  
325 NE 20<sup>th</sup>, Portland

STEWARDS: 3<sup>rd</sup> Wednesday, 6:00 p.m.  
325 NE 20<sup>th</sup>, Portland

EXECUTIVE  
BOARD: 1<sup>ST</sup> Wednesday, 6:30 p.m.

Your Steward: \_\_\_\_\_

Chief Steward: \_\_\_\_\_



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**A G R E E M E N T**

**Between**

**MULTNOMAH COUNTY, OREGON**

**and**

**MULTNOMAH COUNTY EMPLOYEES UNION**

**LOCAL 88, AFSCME, AFL-CIO**

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**ARTICLE 1**

**PREAMBLE**

---

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the County's and Union's mutual objective of providing ever-improved efficient, effective, and courteous services to the public of Multnomah County.

Except as otherwise required by law, regulation, or grant provisions, the parties agree as follows:

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## ARTICLE 2

### DEFINITIONS

---

I. **Department:**

A "Department" is any organization so deemed by the Board of County Commissioners. The Office of the Sheriff and the Office of the District Attorney shall also be deemed Departments for purposes of this Agreement. Non-departmental employees currently assigned to the Office of the Chair shall be deemed in a department for purposes of this Agreement until and if they are reorganized into a departmental structure. The Labor Relations Manager shall be deemed "Department Director" for any functional purpose of this Agreement for such employees.

The County shall notify the Union no later than thirty (30) days prior to the effective date of creation of a new Department of the title of the new Department and, if available, the name of the new Department Director or Acting Director.

II. **Full-time employee:**

An employee regularly scheduled to work thirty-two (32) or more hours per week if on an eight (8) hour per day schedule; or an employee regularly scheduled to work thirty (30) or more hours per week if on a ten (10) hour per day schedule.

III. **FTE, or full time equivalency:**

The number of hours an employee is normally scheduled to work per week divided by 40. For example, the FTE for a forty-hour employee is 1.0; for a twenty-hour employee, .5.

IV. **Part-time employee:**

An employee regularly scheduled to work forty (40) hours or more during two work weeks, but less than full time.

V. **Limited Duration employee:**

Limited duration appointments may be made for special studies or projects of uncertain or limited duration, which are subject to the continuation of a grant, contract, award or special funding. Such appointments shall be for a stated period not exceeding

two years but may expire earlier.

Limited duration means an employee who is regularly scheduled on a full time or part-time basis, who receives benefits and union representation per this agreement but is excluded from layoff rights since his/her appointment from the outset is determined to be time, task and work unit limited. New employees appointed under this section will only accrue seniority pursuant to Article 21, Section II, B7a.

A regular employee appointed to a limited duration appointment shall be reinstated to a position in his/her former classification for purposes of layoff or when the limited duration appointment ends. Regular status employees will continue to accrue seniority as if in their regular assignment. Limited duration appointments shall be made only with the agreement between the Union and Labor Relations.

**VI. Permanent employee:**

An employee who following an examination process is appointed from certified list of eligibles to fill a budgeted position; provided that a permanent employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

**VII. Probationary employee:**

A permanent employee serving a one year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a permanent position from a certified list of eligibles. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if in the opinion of the employee's supervisor his or her continued service would not be in the best interest of the County. The length of an employee's probationary period may not be extended by a Memorandum of Agreement under the terms of Article 26, unless the employee was absent from work for a period of six months or more previous to the extension

**VIII. Promotional Probationary Employee:**

A regular employee serving a six month period of trial service upon promotion to determine his or her suitability for continued employment in the classification to which he or she was promoted, such period to begin on the date of his or her appointment to a higher classification from a certified list of eligibles. During the period of promotional probation, the employee shall be returned to the classification and department from

1 which he or she was promoted without recourse to the grievance procedure if in the  
2 opinion of the employee's supervisor his or her continued service in the classification to  
3 which he or she was promoted would not be in the best interest of the County. *Subject*  
4 *to management approval, the employee may elect to return to their previous*  
5 *Department and classification*

6 If a new permanently appointed employee is promoted during his or her initial  
7 twelve (12) month probationary period (hereinafter "initial probationary period"), his or  
8 her initial probationary period shall terminate twelve (12) months from the date the  
9 employee began work in the classification from which he or she was promoted. The  
10 promotion has no effect on the initial probationary period. The promotional probationary  
11 period extends six (6) months from the date of the promotion or until the end of the  
12 initial probationary period, whichever is later. During the initial probationary period, an  
13 employee may be terminated without just cause or appeal regardless of promotion. If  
14 an employee is terminated from his or her promotional position after completing his or  
15 her initial probationary period, he or she has return rights to the classification from which  
16 he or she promoted unless dismissed for just cause.

17 **IX. Regular employee:**

18 A permanent employee who has passed the initial probationary period in effect at  
19 the time of his or her appointment, and has been employed by the County continuously  
20 since passing the probationary period. In addition, the following are deemed to be  
21 regular employees:

22 A permanent employee who passed the initial one-year probationary  
23 period, terminated employment, and has been reinstated.

24 A non-probationary employee who has been transferred to the County by  
25 intergovernmental agreement under ORS 236.610 through 236.650.

26 **X. Temporary employee:**

27 An employee whose appointment is uncertain due to an emergency workload,  
28 absence of an employee or because of a short-term need for a skill or ability. A  
29 temporary appointment may be made for a period of up to six months or 1040 hours  
30 within the preceding 12 months. A temporary employee who has already worked 1040  
31 hours may be appointed within the same 12 month period to another position typically

1 by a different Department, following a break in County service lasting 15 days or longer.  
2 A temporary employee may be re-appointed to a different position when an unforeseen  
3 circumstance requiring the employee's services arises shortly after the termination of  
4 one appointment, even when the break in service is limited. Temporary employees may  
5 be terminated at any time and have no appeal rights within the County.

6  
7 **XI. On-Call employee:**

8 An employee whose appointment is intermittent, irregular or is normally less than  
9 half-time is an on-call appointment. On-call appointments have no time limit. On-call  
10 employees may be terminated at any time and have no appeal rights within the County.

---

## ARTICLE 3

### RECOGNITION

---

#### I. Definition of the Bargaining Unit

The County recognizes Local 88, AFSCME, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, fringe benefits, and working conditions for all employees in the County classified service as set forth in MCC 3.10 except those specifically excluded below. This unit shall be referred to as the "General Employees Unit". County employees who are excluded from the bargaining unit are:

A. Temporary employees.

B. Employees regularly scheduled to work less than forty (40) hours during two work weeks.

C. Employees certified to another bargaining unit.

D. Supervisory and confidential employees as defined by ORS 243.650, and such others as mutually determined by the parties;

E. Professional employees, limited to physicians, dentists, pharmacists, attorneys (including law clerks), and chaplains, or as mutually determined by the parties;

F. Managerial and administrative employees, including employees not excluded as professional, confidential or supervisory as defined above, but employees who were determined to constitute a community of interest distinct from the bargaining unit as mutually determined by the parties.

G. Elected officials and their directly appointed staff.

#### II. Disputes Concerning Existing Classifications or Positions in Section I above

Except for the special provision for reviewing newly created, modified or existing classifications or positions, any challenges regarding the inclusion or exclusion of such classifications or positions shall be referred to the Oregon Employment Relations Board

for determination.

**III. Disputes Concerning Newly Created Classifications or Positions**

In the event of disagreement as to the status of newly created or modified classifications or positions, determination of status shall be in accordance with unit clarification procedures as provided by Oregon law. To minimize the possibility of such disputes, when a new exempt classification is created, or when a new position is exempted from a classification otherwise represented by the Union, written notice will be sent to the Union to include the reason for exemption.

**IV. Disputes Concerning Compensation for Classifications or Positions allocated to the bargaining unit pursuant to II or III above.**

Should a new classification be allocated to the bargaining unit, and the parties are unable to mutually agree on the compensation for the classification such dispute shall be referred to arbitrator William H. Dorsey, pursuant to the provisions of Article 15 V.

**V. Temporary List**

The County shall, on a monthly basis, provide the Union with a list of temporary and on-call employees setting forth the job title, rate of pay, organization code, and date of hire and such other relevant information as may be reasonably obtained from the County's personnel data base.

**VI. Certification of Union Officers**

The President of Local 88, or his or her designee, shall provide the County with written certification of the current Union officers and staff responsible for contract administration.



---

1  
2                                   **ARTICLE 4**  
3                                   **MANAGEMENT RIGHTS**

---

4  
5           The County shall retain the exclusive right to exercise the customary functions of  
6 management including, but not limited to, directing the activities of the departments,  
7 determining the levels of service and methods of operation and the introduction of new  
8 equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for  
9 cause, the exclusive right to determine staffing, to establish work schedules and to  
10 assign work, and any other such rights not specifically referred to in this Agreement.  
11 Management rights, except where abridged by specific provisions of this Agreement or  
12 general law, are not subject to the grievance procedure.

---

**ARTICLE 5**  
**UNION SECURITY, REPRESENTATION**  
**AND BUSINESS**

---

**I. Rights of Bargaining Unit Employees**

Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his or her membership or Union activities.

**II. Union Security and Check-off**

**A. Deduction of Union Dues and Fair Share Service Fees**

**1. Amount deducted each payroll period**

The County agrees to deduct each payroll period from the pay of employees covered by this Agreement as applicable:

**a. Union dues**

One half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form provided by the Union.

**b. Fair share service fee**

One half (.5) of a monthly Fair Share Service Fee, payable in lieu of dues by any employee who has not joined the Union within thirty (30) days of initial permanent appointment to a bargaining unit position.

**2. Administration and use of Fair Share Service Fees**

The Fair Share Service Fee shall be applied solely to defraying the cost of negotiations and contract administration. The process for determining the amount of the Fair Share Service Fee deduction, accountancy requirements for funds collected, limitations on the use of such funds, and any requirements for refund, shall all be in accordance with the requirements of state and federal law.

1                   **3.     Authorization and certification of dues and Fair Share Service**

2     **Fees**

3                   Deduction of membership dues must be authorized in writing on the  
4 form provided by the Union. The amount to be deducted for dues and Fair Share  
5 Service Fees shall be certified in writing to the County by the Union President or their  
6 designee. The aggregate of all deductions shall be remitted, together with an itemized  
7 statement, to the Treasurer of the Union at an address certified to the County in writing  
8 by the Union President or their designee, within five (5) working days after it is withheld  
9 or by such time as the parties mutually agree in writing.

10                   **4.     Religious objections to payment of dues and Fair Share**

11     **Service Fees**

12                   The Union expressly agrees that it will safeguard the rights of  
13 non-association of employees, based upon bona fide religious tenets or teachings of a  
14 church or religious body of which such employee is a member. Any such employee  
15 shall pay an amount equal to regular union dues through the Union to a non-religious  
16 charity mutually agreed upon by the employee making such payment and the Union.  
17 The employee will make payment through the Union on a monthly basis. The Union will  
18 forward the payment to the agreed upon charity, and provide the employee with a copy  
19 of the forwarding letter.

20                   **5.     Appointment to excluded positions**

21                   Deductions for Fair Share Service Fees and Union dues shall  
22 cease the pay period following an employee's permanent appointment to a position  
23 which is excluded from the bargaining unit.

24                   **6.     Monthly listing of new and terminated employees**

25                   The County agrees to furnish the Union by the 10th of each month  
26 a listing of the following:

27           a.     All new bargaining unit employees hired during the previous month and of  
28 all employees who terminated during the previous month. Such listing shall contain the  
29 names of the employees, along with their job classification, work location, and mailing  
30 address.

b. All bargaining unit members, their social security number, department/section, classification, base pay, birthday, fulltime/part-time status and number of scheduled hours, county seniority date, classification seniority date and mailing address.

c. All bargaining unit members who are fair share.

d. Listing of all other County employees, their classification and department.

**B. People Committee Deductions**

To the extent allowable by law, employees may authorize payroll deductions for the People Committee by submitting the form provided by the Union to Central Payroll. The County agrees to provide the Union by the 10<sup>th</sup> of each of month a listing of employees that are making PEOPLE contributions and amount deducted per employee.

**C. Defense and Indemnification of the County**

The Union agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, arising out of application of "Section II" of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of "Section II" is invalid and/or that reimbursements must be made to any employees affected, the Union shall be solely responsible for such reimbursements.

**III. Union Representation**

**A. Contract Negotiations**

1. The Union's Negotiating Team shall consist of not more than ten (10) members, nine (9) of whom may be employees. County employees participating in such negotiations will be allowed to do so without loss of pay.

2. Observers and/or working staff sponsored by the Union or County may be in attendance with the negotiating teams. Such attendance for the Union by a bargaining unit employee shall be on the employee's own time, unless otherwise mutually agreed.

3. Resource people may be called upon to make statements and

1 answer questions at the negotiating meetings, but will not be permitted to be present  
2 after their statement and any questions are concluded. Such attendance for the Union  
3 by a bargaining unit employee shall be on the employee's own time unless otherwise  
4 mutually agreed.

5 4. Prior to negotiations, representatives of the County's and the  
6 Union's Negotiating Teams will jointly establish any other necessary general negotiating  
7 ground rules.

8 **B. Employee Relations Committee Meetings**

9 To promote harmonious relations and to provide internal communications,  
10 the Union and the County will maintain an Employee Relations Committee consisting of  
11 a bargaining unit and a management representative from each department, an  
12 AFSCME representative, and representatives from the County Labor Relations Division.  
13 The Committee will establish regular quarterly meetings during normal working hours  
14 and will so schedule such meetings as far as practical to avoid disruptions and  
15 interruptions of work. Employees attending such meetings shall do so without loss of  
16 pay. The Committee shall discuss any matters pertinent to maintaining good  
17 employer-employee relationships.

18 **C. Grievances and Contract Administration**

19 The Union is the exclusive representative of bargaining unit employees  
20 with respect to conditions of employment governed by this Agreement under the State  
21 of Oregon Public Employees Collective Bargaining Act. (*See Article 18, "Section IV.A"*  
22 *on attorneys and on the role of stewards in processing grievances.*)

23 **D. Communication with Bargaining Unit Members**

24 **1. Bulletin boards**

25 The County agrees to furnish and maintain suitable bulletin boards  
26 in convenient places in each work area to be used by the Union. The Union shall limit  
27 its postings of notices and bulletins to such bulletin boards. All postings of notices and  
28 bulletins by the Union shall be factual in nature and shall be signed and dated by the  
29 individual doing the posting.

30 **2. Use of county computers for E-Mail and internet connections**  
31 **related to Union business**

1                   a.     County computers may be used for Union business involving  
2 E-Mail or Internet connections in the following circumstances, but only when such use is  
3 also in conformance with the other requirements of this Agreement, specifically to  
4 include the provisions of Article 18, "Section IV.B.2.a", which require that stewards  
5 make every effort to avoid disruptions and interruptions of work.

6                   (1)    When such use is de minimis and incidental, such as  
7 arranging a meeting with a fellow shop steward or the Council Representative.

8                   (2)    For the purpose of conducting an investigation of a  
9 grievance, such as individual inquiries to co-workers which would otherwise be  
10 conducted over the telephone.

11                  (3)    For the purpose of interacting with the County's  
12 representatives concerning Union-County business, such as setting dates for a County-  
13 Union meeting, making inquiries regarding a grievance, etc.

14                  (4)    On the employee's own time, for the purposes of  
15 utilizing a link on the MINT, or its successor, to reach a Union internet bulletin board  
16 site. Any such site shall be non-interactive and subject to the same rules of content as  
17 a conventional union bulletin board.

18                  (5)    For authorized Union officials only, and on such  
19 employee's own time, for the purpose of posting messages on the Bulletin Board site  
20 provided for in (4) above.

21                  b.     The uses cited in "Subsection a" above may continue only to  
22 the extent that they are at no additional cost to the County, and are contingent on the  
23 continued use of the cited computers, internet connection, intranet connection, etc. for  
24 other County purposes. The content of any and all communications using the County  
25 computer system is not privileged and may be subject to County review.

26                  c.     Access to the MINT by any individual outside the County  
27 raises major issues of policy related to privacy, security and cost. Therefore, the Union  
28 business agent may have such access only if:

29                         i.     Access is approved by the County's Chief Information  
30 Officer, and subject to restrictions imposed by him or her; and

ii. All costs associated with making access available and with maintaining it are borne by the Union.

**E. Union Business**

There are three forms of Union Business Leave.

**1. Union Business Leave (County Paid Time):**

Union Business Leave that is considered County Paid Time includes functions that are considered County/Union joint functions such as negotiations; committees that are joint County/Union committees such as labor/management committees, Benefits Committee, Compensation Committee; duties as a steward as defined in this agreement and such other Union Business (County Paid Time) that are mutually agreed between the parties. County employees participating in such activities will be allowed to do so without loss of pay.

**2. Union Business Leave (Union Reimbursable Time):**

Any bargaining unit member selected by the Union to participate in a Union activity as defined below, shall be considered in Union Business Leave (Union Reimbursable Time) status and shall be granted such paid leave not to exceed twenty (20) working days per fiscal year, per member. An additional sixteen (16) working days of paid Union Reimbursable Time leave shall be granted upon request to any elected Union delegate selected to attend official AFL-CIO or other certified AFSCME activities. Additional paid time may be granted by mutual agreement of the parties.

Union Business (Union Reimbursable Time) addressed in this section would pertain to such activities as contract administration - such as time to cover for staff replacement, time to attend training conferences such as arbitration/grievance training; and time off to prepare for negotiations; Officers/Delegates Duties - such as attending AFSCME International Convention, Oregon AFSCME Council 75 convention, AFL-CIO Convention; Conferences/Other - Women's Convention, appointment to AFSCME or other Union Board seat or committee; and other mutually agreed activities that would qualify for Union Business (Union Reimbursable Time).

Written notice of such time away from work shall be given to the affected employee's immediate supervisor and to the County Labor Relations Manager 5 working days in advance. The Union will make every effort to avoid disruptions of work.

1 The Union shall reimburse the County for one hundred percent (100%) of the affected  
2 employees salary and fringe benefits (including pro-rata cost of workers compensation  
3 premiums, but excluding indirect administration or overhead charges) for straight time  
4 spent on Union activities conducted during regularly scheduled working hours. The  
5 County shall submit a quarterly statement to the Union itemizing the amount of the  
6 Union's reimbursement obligation, and may directly withdraw the amount required from  
7 a fund maintained with the County. Funds for this purpose shall be maintained in a  
8 separate interest-bearing account with an initial balance of \$22,000 to be replenished  
9 within ten (10) days upon notice from the County Labor Relations Manager whenever  
10 the amount falls below \$2,500. If the County incurs liability arising from the activities of  
11 a member engaged in Union Business during such reimbursed time, the Union further  
12 agrees to reimburse the County for losses caused by such activities, to the extent that  
13 such losses are attributable to the acts of the employee receiving continued  
14 compensation pursuant to this section. In the event of a dispute over the causation or  
15 amount of loss attributable to the actions of Union agents, the parties agree to arbitrate  
16 such dispute under Article 18.III step 4, unless such arbitration is inconsistent with the  
17 provisions of any applicable third-party insurance indemnification agreement, or unless  
18 binding arbitration might jeopardize the availability of coverage by a third-party insurer.  
19 County employees participating in such activities will be allowed to do so without loss of  
20 pay.

21 **3. Union Business (Unpaid) Leave:**

22 Employees selected by the Union for such activities that are considered political  
23 activities including political training, conferences, committees, or appointments, and  
24 time off to work on an election race are considered Union Business (Unpaid) Leave.  
25 Employees requesting such time off under this section would be governed by the notice  
26 requirements and time limits, unless mutually agreed otherwise, of Union Reimbursable  
27 Time.

28 **F. Union Business Leave – Employment Status:**

29 Employees in Union Business Leave County Paid time and Union Reimbursable  
30 time shall be treated as in paid leave status regarding accrual of benefits such as



1 vacation, sick leave, Health and Welfare, pension or any other benefit granted  
2 employees in paid leave status.

3 **G. Visits by Union representatives**

4 The County agrees that accredited representatives of the American  
5 Federation of State, County and Municipal Employees, AFL-CIO, whether local Union  
6 representatives, District Council representatives, or International representatives, upon  
7 reasonable and proper introduction, shall have reasonable access to the premises of  
8 the County at any time during working hours to conduct Union business. The Union  
9 agrees that such visits will cause no disruptions or interruptions of work.

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## ARTICLE 6

### NO STRIKE OR LOCKOUT

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#### I. No Strike

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized.

#### II. Crossing of Picket Lines

Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line:

A. when directed to perform work which does not properly fall within the scope and jurisdiction of this bargaining unit; or

B. when the employee has attempted to cross the picket line, contacted the supervisor requesting assistance in passage through the picket line and such assistance was not provided.

#### III. Employee Disciplinary Action

Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge, by the County without application of the grievance procedure of this Agreement, unless "Section II.A." or "Section II.B." above is applicable.

#### IV. No Lockout

There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the life and duration of this Agreement.

#### V. Informational Picketing

- 1           Nothing in this Article shall be construed to prohibit informational picketing. Such
- 2 informational picketing shall not stop and/or disrupt work of County employees and
- 3 officials at any time, and picketing shall be prohibited in all County owned, rented or
- 4 leased facilities and County meetings, including but not limited to Multnomah County
- 5 Board Rooms/Meetings and County offices.
- 6           Employees engaged in informational picketing shall be subject to the work rules
- 7 of the County organization to which they are assigned.

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## ARTICLE 7

### HOLIDAYS

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#### I. Holidays

##### A. Recognized and Observed Holidays

The following days shall be recognized and observed as paid holidays (subject to "Section B" below):

- Any day so declared by the Board of County Commissioners, the District Attorney, and the Sheriff.

- New Year's Day (January 1st)

- Dr. Rev. Martin Luther King Jr.'s Birthday  
(3rd Monday in January)

- Presidents' Day (3rd Monday in February)

- Memorial Day (last Monday in May)

- Independence Day (July 4th)

- Labor Day (1st Monday in September)

- Veterans' Day (November 11th), except for Library employees.

- Thanksgiving Day (4th Thursday in November)

- Christmas Eve Day - **Library employees only.** (See Addendum F

for the dates on which the Christmas and New Year holidays will be observed by the Library Department.)

- Christmas Day (December 25th) or, with approval of the supervisor, this day may be traded for any other religious holiday during the calendar year, provided the employee uses paid leave for or works on Dec. 25.

- Eight (8) hours to be used between Thanksgiving and New Year's, or for any religious holiday during the calendar year, provided the employee gives two (2) weeks notice and has the consent of the employee's supervisor. If the supervisor determines that holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time. The eight-hour leave shall be prorated for part-time employees based on their normal FTE.

To be eligible for pay on an observed holiday, an employee must be in pay status both on the employee's scheduled work day before and the employee's scheduled work day after the holiday.

**B. Hours of Paid Leave on Observed Holidays**

The provisions of this subsection do not apply to "Eve" Leave.

**1. Full-time employees on a regular work schedule**

Employees working five eight-hour shifts per week shall be entitled to eight hours of leave; employees working four ten-hour shifts per week shall be entitled to ten hours of leave. Employees working 9-80 shifts shall be entitled to nine hours of leave.

**2. Part-time employees**

Part-time employees shall be entitled to leave for the length of their scheduled shift on the observed holiday; provided, however, that the amount of the leave shall not exceed their FTE times eight (8) hours.—(For example, a half-time employee shall have no more than four (4) hours of holiday leave. If the length of the employee's shift on the observed holiday would be less than the amount of holiday leave to which the employee is entitled, then the employee shall be credited with Saved

Holiday time for the difference.

During the week of a holiday, the County may permit part-time employees an opportunity for modification of their work schedule in order to receive a normal pay check, including pro-rated holiday pay, without having to use vacation time or other earned leave. If part-time employees are offered an opportunity for a modified work schedule for the week of a holiday and elect not to change from the normal work schedule, when work units are not able to permit a modified work schedule due to operational needs or when the work place is closed on that date, at the employee's option, employees may use vacation time or other earned leave to supplement the pro-rated holiday pay in order to receive a normal check or receive a short pay check based on pro-rated pay for the holiday.

**3. Full-time employees on an irregular work schedule**

Full-time employees who are regularly scheduled to work less than forty (40) hours per week, or days of varying length, shall be treated as permanent part-time employees for purposes of this subsection.

**C. Saved Holidays**

Saved Holidays may be accrued in lieu of observed holidays per the specific provisions of this Article.

1. Any Saved Holiday time which is not used by the end of the fiscal year in which it was accrued will be forfeited.

2. Saved Holiday time may be used at the discretion of the employee with the consent of his or her supervisor. Saved Holiday time will be charged in accordance with the uniform time charging provisions of Article 13.

3. Upon separation from service employees will be paid for unused Saved Holiday time at their regular rate of pay.

4. In the event of an employee's death, his or her heirs will receive payment for unused Saved Holiday time at the employee's regular rate of pay.

**II. Holiday Observance**

**A. Full-time Employees Working Five Consecutive Work Days per Week:**

1. If the holiday falls on an employee's first scheduled day off, the

preceding work day will be observed as that employee's holiday.

2. If the holiday falls on an employee's second scheduled day off, the following day will be observed as that employee's holiday.

**B. Full-time Employees Working Four Consecutive Work Days per Week:**

1. If a holiday falls on an employee's first or second scheduled day off, the preceding work day will be observed as that employee's holiday.

2. If a holiday falls on an employee's third scheduled day off, the following work day will be observed as that employee's holiday.

**C. Part-time Employees, and Full-time Employees Not on a Four Consecutive Day or Five Consecutive Day Work Week:**

The dates designated in "Section I.A" above shall be deemed the observed holiday if the date falls on an employee's regular day of work. Otherwise, the employee shall be credited with Saved Holiday time for the holiday leave to which he or she would have been entitled.

**D. Leave:**

If the employee works other than day shift, "Eve leave" holiday time shall be taken preceding or following the scheduled time off for the holiday at employee's discretion with supervisor's consent; provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with the entitled number of hours of Saved Holiday time.

**III. Holiday Pay**

A. An employee required to work on an observed holiday will be compensated at one-and-one-half (1-1/2) times his or her regular rate of pay for the hours worked during the observed holiday for which the employee was eligible for holiday leave. Any additional hours will be paid at the regular rate of pay. The employee will also be granted the number of hours of leave to which he/she was eligible. The employee may elect to accumulate such leave as Saved Holiday time subject to the provisions of "Section I" above, or be paid at the employee's regular rate of pay. The election must be submitted by the employee in writing to his or her immediate supervisor on the forms so provided.

1           B.    To be eligible for holiday pay as provided in "Section III.A" above,  
2 permanent employees must be in pay status both on the employee's scheduled work  
3 day before and on the employee's scheduled work day after the observed holiday  
4 worked.

5 **IV.   Holiday During Leave**

6           If an employee is on an authorized leave with pay when an observed holiday  
7 occurs, such holiday shall not be charged against such leave.



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## ARTICLE 8

### VACATION LEAVE

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#### I. Accrual

Each permanent employee shall accrue vacation leave from the first day of permanent employment. Vacation leave shall be accrued in accordance with the accrual rates shown in Column 2 of the "Table of Vacation Accrual Rates" in "Section II" below, and accrual balances shall be shown on the employee's check stub.

#### II. Table of Vacation Accrual Rates

1. <u>Years of Service</u>	2. <u>Hours Accrued Per Pay Period</u>	3. <u>Hours (Weeks) Accrued Per Year by Forty Hour Employees</u>	4. <u>Maximum Hours Accruable</u>
Less than 5	4.0	96 (2.4 wks.)	224
5 to 10	5.67	136 (3.4 wks.)	272
10 to 15	7.33	176 (4.4 wks.)	352
15 or more	9.0	216 (5.4 wks.)	432

A. Accrual rates in Column 2 apply only to straight time hours worked or hours of paid leave. Employees who are not in pay status do not accrue vacation leave. Vacation accrual rates for employees who are not classified as full time employees and work fewer than 40 hours during the week will be pro-rated on an hourly accrual basis for hours worked during the pay period.

B. Years of service indicated in Column 1 are continuous County seniority years as defined in Article 21, "Section II".

1           **C.**     The figures in Columns 2 and 4 are approximations based on the accrual  
2 rates shown in Column 2.

3           **D.**     Accrual rates shown in Column(s) 2 and 4 incorporate two days (sixteen)  
4 hours of leave which in previous contracts were allotted to employees as personal  
5 holidays.

6     **III.   Charging**

7           Vacation leave shall be charged in increments in accordance with the uniform  
8 time charging provisions of Article 13.

9     **IV.   Payoff Upon Termination or Death**

10          Unused vacation leave shall be paid to the employee at his or her regular rate of  
11 pay at the time of separation from service. In the event of an employee's death, unused  
12 vacation leave shall be paid to the employee's heirs at his or her regular rate of pay.

13     **V.   Use and Scheduling of Accrued Vacation**

14          Employees' use of accrued vacation leave shall be subject to the needs and  
15 requirements of the County. Employees shall be permitted to select one or more  
16 vacation times. The method of vacation selection shall be in accordance with  
17 Memoranda of Agreement which were initiated by the parties from each Department  
18 and introduced during the bargaining process, and are incorporated herein by  
19 reference.

20     **VI.   Use of Accrued Vacation for Sick Leave and Other Purposes**

21          The requirements for using accrued vacation for sick leave and other purposes  
22 and the sequencing of such leave use, is specified in Article 9, "Section II.C".

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**ARTICLE 9**  
**SICK LEAVE, FITNESS FOR DUTY,**  
**AND DISABILITY INSURANCE**

---

**I. Paid Sick Leave**

**A. Definition and Allowable Use**

Sick leave is a leave of absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care.

**1. Specified others**

- a. Members of the employee's immediate household; or
- b. The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or
- c. The employee's parents-in-law as defined in the Oregon Family Leave Act (hereafter referred to as "OFLA"); or
- d. The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or
- e. The children and parents of such domestic partner, defined as if the domestic partner were the employee's spouse.

**2. Covered health conditions**

- a. Any condition covered by FMLA or OFLA; or
- b. Any other illness, injury, or quarantine based on exposure to contagious disease; or
- c. Medical and dental appointments

**3. Parental leave**

Sick leave may be used by employees during Parental Leave as defined by FMLA and/or OFLA, except that the amount of leave taken by the other parent of the employee's child will not affect the amount of Parental Leave available to the employee.

1                   **4.     Occupationally related conditions**

2                   Use of sick leave for occupationally related conditions is limited to  
3 the provisions of Article 12, Workers Compensation.

4                   **B.     Accrual**

5                   Employees shall accrue sick leave at the rate of .0461 hours for each  
6 straight time hour worked. Sick leave may be accrued on an unlimited basis.

7                   **C.     Reporting of Sick Leave**

8                   An employee who has a position which requires a replacement during  
9 illness must notify the supervisor on duty in sufficient time (at least one (1) hour) before  
10 the beginning of his or her shift so that a replacement may be obtained. Other  
11 employees must notify their immediate supervisor, if available, or work site no later than  
12 fifteen (15) minutes after their scheduled starting time. Failure to so report may result in  
13 loss of pay for the day involved.

14                  **D.     Use of Sick Leave During Leave**

15                  Sick leave may not be used during the term of any unpaid leave of  
16 absence. Sick leave may not be used during vacation except when the employee  
17 notifies the supervisor of the interruption of his or her scheduled vacation and presents  
18 reasonable evidence of a bona fide illness or injury upon returning to work.

19                  **E.     Time Charging for Sick Leave**

20                  Sick leave shall be charged in accordance with the uniform time charging  
21 provisions of Article 13.

22                  **F.     Saved Holiday Bonus for Limited Use of Sick Leave**

23                  Employees who have worked full time for the entire preceding fiscal year  
24 are eligible to receive saved holiday time as a bonus incentive for low sick leave usage,  
25 as specified below:

26                  1.     Eligible employees who use no more than eight (8) hours, (*does not*  
27 *include FMLA/OFLA*) of sick leave in a fiscal year will receive sixteen (16) hours of  
28 saved holiday time for use after July 15 of the following fiscal year; those who use more  
29 than eight (8) hours, but no more than sixteen (16) hours of sick leave will receive eight  
30 (8) hours of saved holiday time. For example, an eligible employee who used ten hours  
31 of sick leave in the 1997-98 fiscal year will receive eight hours of saved holiday time for

1 use after July 15 of the 1998-99 fiscal year.

2 2. Use of saved holiday bonus time will be governed by the provisions  
3 of Article 7, "Section I.C," specifically to include the provision requiring use in the same  
4 fiscal year in which it was accrued.

5 **II. Use and Misuse of Leave for Sick Leave Purposes**

6 **A. Counting Against FMLA, OFLA Entitlements**

7 Sick leave and any other forms of paid or unpaid leave used for FMLA  
8 and/or OFLA qualifying conditions, or absence due to a deferred or approved Workers  
9 Compensation claim based on such conditions, will be counted against an employee's  
10 annual FMLA and/or OFLA leave entitlements.

11 **B. Legitimate Use**

12 **1. Verification of use**

13 a. Pursuant to Multnomah County policy, Management must  
14 require the completion of a certification form by the employee's health care provider and  
15 any other verifications provided for under the provisions of the FMLA, OFLA, or their  
16 successors.

17 b. Management may require medical verification of absence  
18 due to non-FMLA and non-OFLA covered illness or injury under the following  
19 conditions:

20 i. the employee has been absent for more than three  
21 days; or

22 ii. the employee has exhausted all sick leave; or

23 iii. the employee has had five or more events with less  
24 than 24 hours notice in a six month period; or

25 iv. management reasonably believes that the absence  
26 may not be bona fide.

27 **2. Discipline**

28 Subject to the limitations of law, including but not limited to those of  
29 the FMLA, discipline may be imposed under the following conditions:  
30  
31

1                   a.     **Abuse of sick leave**

2                             Misuse of leave, violation of orders, directives, or contractual  
3 requirements concerning the use of sick leave and other forms of leave used in lieu of  
4 sick leave are cause for disciplinary action.

5                   b.     **Use of accrued sick leave**

6                             i.     Use of accrued sick leave, without abuse of such  
7 leave, will not be cause for discipline.

8                             ii.    When the intermittent use of accrued sick leave or  
9 other paid or unpaid leave used in lieu of sick leave interferes significantly with an  
10 employee's ability to perform the duties of his or her job, management may do the  
11 following (subject to the requirements of law, including, but not limited to, the FMLA):

12                               (a)    require the employee to take continuous  
13 leave; or

14                               (b)    change the employee's work assignment for  
15 six months or until use of intermittent leave ends, whichever comes sooner; in such  
16 cases the provisions of Article 22 will not apply.

17                   c.     **Excessive absenteeism**

18                             The parties recognize that every employee has a duty to be  
19 reliably present at work, and that failure to confine sick leave usage to accrued and  
20 available sick leave raises the possibility of discipline for excessive absenteeism. Such  
21 cases, however, are subject to just cause review and require systematic examination of  
22 relevant factors, including but not limited to:

23                             i.     Any legal requirements, including, but not limited to  
24 those of the FMLA or the ADA.

25                             ii.    The tenure and work history of the employee,  
26 specifically to include whether there have been previous instances of this pattern of  
27 absenteeism.

28                             iii.   Whether there is a likelihood of improvement within a  
29 reasonable period of time based on credible medical evidence.

30                             iv.    The particular attendance requirements of the  
31 employee's job.

v. The pattern of use, and whether the absences are clearly for bona fide sick leave purposes.

**C. Sequencing of Leaves**

The use of vacation leave, saved holiday time, compensatory time, and leave without pay is subject to approval by management according to the requirements of Articles 8, 7, 14, and 10, respectively. However, unless otherwise required by law, forms of leave shall be used and exhausted in the following sequences:

1. Leave for illness or injury, that does not qualify for FMLA will be taken in the following order:

- a. Sick leave until it is exhausted;
- b. Vacation leave, saved holiday time, or compensatory time, sequenced at the employee's option, until they are exhausted;
- c. Leave without pay.

2. Leave that qualifies under FMLA will be taken in the following order:

- a. Paid leave until it is exhausted; employees will determine what order paid leave is used;

3. Leave for other purposes will be taken in the following order:

- a. Vacation leave, saved holiday time, or compensatory time, sequenced at the employee's option (to the extent allowed by vacation sign-up provisions) until they are exhausted;

- b. Leave without pay

**D. Limitations on the Use of Leave Without Pay in Lieu of Sick Leave**

Use of leave without pay in lieu of sick leave for non-FMLA and non-OFLA qualifying conditions is subject to the approval of management and further subject to the following provisions:

**1. Continuous leave**

In the event of a continuous leave of absence without pay in excess of any legal requirement of the FMLA or OFLA, the County may require from the employee's physician, and/or arrange for the employee to see a physician selected by the County to examine the employee and provide a statement of the disability, current condition, and the anticipated length of current absence. If the County requires the

employee to see a physician it has selected, it will pay the costs. If deemed necessary by the County, such an examination shall be repeated every thirty days. If management determines that continued leave would not be in the best interest of the County, then any resulting termination would be subject to review under the just cause standard as to the reasonableness of this determination. Following six months of leave without pay, to include time spent on unpaid FMLA and/or OFLA leave, any extension of the leave shall be deemed permissive on the part of the County and if the employee's leave is not extended, and the employee does not return to work, the employee will be deemed to have resigned.

**2. Intermittent leave**

Intermittent leave without pay used in lieu of sick leave is not subject to the six month entitlement provided for above. When such leave significantly affects an employee's job performance and is not subject to the requirements of law (including but not limited to the FMLA), management may evaluate the employee's use of leave according to the criteria of "Section B.2.c" above. Medical information as provided for in "Section D.1" above may be required for the evaluation. After completing the evaluation management may do one of the following:

- a. Approve a similar pattern of intermittent use of unpaid leave for a specified period followed by another evaluation; or
- b. Put the employee on a work plan to manage the use of leave without pay, followed by disciplinary action if the plan is not successfully completed; or
- c. Proceed with the disciplinary process.

**III. Fitness for Duty**

The parties recognize that employees have the responsibility to report to work fit for duty. To ensure such fitness, management may send employees for medical or psychological examination when the supervisor reasonably believes that the employee is not fit for duty or may be a danger to themselves or others. Any such examinations will be at County expense.

**IV. Disability Insurance and Catastrophic Leave**

**A. Disability Insurance**

**1. Short term disability**



Any full-time employee covered by this Agreement may participate in the short term disability insurance program developed by the Union and the County (consistent with carrier contract(s)), the monthly premium to be paid individually through payroll deduction.

**2. Long term disability**

a. All bargaining unit employees will be covered by a County-paid group long term disability insurance policy, the provisions of which will be the same as those in the UNUM group policy available to Multnomah County employees.

b. The County will pay for COBRA medical and dental insurance coverage for a period of up to six months beyond the month in which benefits would normally terminate for an employee with an approved long-term disability claim. However, employees who "opt out" of benefits coverage under the provisions of Article 11, "Section I.B" of this Agreement will not be eligible for continued County-paid coverage under this subsection.

c. If proposed by management and approved by the Union, changes in short term and long term disability insurance coverage will be put into effect.

**B. Catastrophic Leave Program**

The Parties recognize that a Catastrophic Leave Program has been implemented which allows the donation of vacation leave or compensatory time to ill or injured employees who have exhausted all paid leave. This program may be terminated only subject to the terms and conditions of the implementing Ordinance. Parties agree to participate in a County wide Committee during the fiscal 01-02 year, for the purpose of reviewing the Catastrophic Leave Program and recommending any changes back to the Union and the Commissioners.

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## ARTICLE 10

### OTHER LEAVES

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#### I. Unpaid Leaves of Absence

##### A. Use of Leave

Leaves of absence without pay for a period of up to six (6) months may be granted by an employee's exempt supervisor for any reasonable purpose. The sequencing of the use of all leaves, to include leaves of absence without pay, is specified in Article 9, "Section II.C". A separate standard for granting any leave of absence for sick leave purposes is specified in Article 9, "Section II.D". Any time spent on unpaid FMLA or OFLA leave shall be deducted from the six (6) month period specified above. Extensions of such leaves may be granted solely at the discretion of the exempt supervisor.

##### B. Failure to Return from Leave

Except where otherwise provided by law, any employee who has been granted a leave of absence and fails to return to work within five (5) days after the expiration of said leave, shall be considered to have voluntarily resigned his or her position. However, if an employee provides evidence that he or she was unable to contact the County to request a leave extension on the date of, or subsequent to, the last day of the leave, the County shall rescind the employee's resignation. Nothing in this section is intended to prohibit application of Article 17, Disciplinary Action, in cases of absence without leave of less than five (5) days.

#### II. Judicial Leave

##### A. Jury Duty

1. An employee shall be granted leave with full pay in lieu of jury fees on any scheduled day of work he or she is required to report for jury duty, if upon receipt the employee submits jury fees to Payroll. (Employees do not have to submit mileage and parking reimbursements.)

2. Except during an emergency or due to operational requirements, the County will not require employees to report to work after completing a full day on jury duty, provided that if an employee is required to work over, any time spent on jury duty shall not be considered time worked for calculating overtime liability.

3. An employee who is excused or dismissed from jury duty before the end of the day will report back to work if practicable.

4. An employee may be scheduled to work Monday through Friday, eight hours per day, on day shift, for the duration of jury duty with less than ten days' notice. An employee may also be returned to his or her pre-jury duty schedule with less than ten days' notice after jury duty ends. There shall be no additional cost to the County or days off for an employee as a result of any such schedule change.

#### **B. Subpoenas**

1. Time spent serving as a witness in State or Federal Court will be treated as time worked for pay purposes under the following conditions:

- The time served occurs during regularly scheduled working hours; and
- The employee is subpoenaed to testify; and
- The employee submits witness fees to Payroll upon receipt.

2. Under no circumstances will employees be paid for time spent in a judicial proceeding or hearing in which they or their union is the plaintiff or the defendant, unless they are being defended and indemnified by the County for conduct occurring during the course of employment.

#### **C. Merit System Council Hearings**

Time spent as a plaintiff or witness at a Merit System Council hearing will be treated as time worked to the extent that it occurs during regularly scheduled working hours.

### **III. Military Leave**

The County acknowledges its obligation under state and federal law to grant paid and unpaid leave for military training and service. Information about legally mandated military leave will be made available to employees upon request from the Employee Services Division.

1   **IV.   Bereavement Leave**

2           An employee shall be granted not more than three (3) days' leave of absence  
3 with full pay in event of death in the immediate family or immediate household of the  
4 employee to make household adjustments or to attend funeral services. If such funeral  
5 is beyond 350 miles, the employee may be granted up to three (3) additional days with  
6 pay at the discretion of his or her supervisor for travel and personal considerations. For  
7 purposes of Bereavement Leave, an employee's immediate family shall be defined as  
8 his or her spouse or domestic partner, parents, step-parents, children, step-children,  
9 siblings, step-siblings, grandchildren, grandparents, brother-in-law and sister-in-law and  
10 the parents, step-parents, children, siblings, step-siblings and grandparents of his or her  
11 spouse or domestic partner. Immediate household shall be defined as any person  
12 residing at the employee's residence on a regular basis.

13           In relationships other than those set forth above, under exceptional  
14 circumstances, such leave of absence may be granted by the Department director,  
15 Sheriff, or District Attorney, or their designee(s), upon request. Employees may request  
16 additional bereavement leave in accordance with "Section I" of this article.

17   **V.   Personnel Examinations/Interviews**

18           Employees shall be given paid time off for participating in County examinations  
19 and interviews for promotion, demotion, or transfer which occur during their regularly  
20 scheduled shift. However, paid time off will be restricted to examinations and interviews  
21 for five positions per fiscal year.

22   **VI.   Inclement Weather and Natural Disasters Policy**

23           The County reserves the right to establish policy with respect to attendance at  
24 work during inclement weather or a natural disaster, and further reserves the right to  
25 determine whether or not an event qualifies as such an event under the terms of any  
26 such policy. Any time an employee is unable to be at work as scheduled due to such an  
27 event, may, at the employee's discretion, be charged to:

- 28           •    Vacation leave
- 29           •    Saved holiday time
- 30           •    Compensatory time
- 31           •    Leave without pay

1            Provided, further, however, that an employee who attempts to get to work in such  
2 a County declared event, but is unavoidably delayed, shall not have time charged to  
3 one of the above categories unless he or she is two or more hours late, in which event  
4 all time late will be charged. The provisions of Article 13, "Section II, Right to  
5 Compensation for Regularly Scheduled Hours" will apply to instances in which  
6 employees report to work to a closed facility, or are otherwise specifically notified by the  
7 County that their facility is closed, and the employee is not reassigned.

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**ARTICLE 11**  
**HEALTH AND WELFARE**

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**I. Medical and Dental Insurance**

**A. Employee Benefits Board**

By memorandum of agreement dated January 4, 2001 between the parties, which was accepted by the bargaining unit on March 22, 2001, the parties agreed to be covered and governed by the Employee Benefits Board Governance Structure proposal of December 21, 2000; which is as follows:

**a. History**

The goal of a governance structure is to enable the Employee's Benefit Board (EBB) and the County to continue to achieve their goals. The governance document establishes protocol of the governing board and a systematic approach to a cooperative labor-management forum.

**b. Membership**

Voting Membership of the EBB shall consist of:

- One representative from each bargaining unit of County employees as provided for in their respective collective bargaining agreement;
- One management representative appointed by the Chair who represents the interest of the employer, and
- One non-represented employee appointed by the Chair who represents those employees who are exempt from collective bargaining.
- An alternate to the designated representative may attend and vote.
- Each voting member will have one vote to cast.

**c. Membership Training**

Members will be provided training associated with the EBB. The Health Fund will-sponsor training opportunities for members (by selecting training, paying the tuition and/or administration fees, and travel expenses to and from the event, if held outside of the Portland Metropolitan area); and reimburse employee members for per diem costs

associated with approved training activities. Employee members will be given paid release time to attend approved EBB functions/training. Training will be provided to:

**d. Membership**

**Three Members/year**

Local 88, ONA, MCCOA, IUOE, Deputy Sheriff (MCDSA)

**Two Members/year**

Non-represented, Local 701, Management, Juvenile Custody Workers, IBEW (Local 48), Painters

**e. Membership Role**

The role of the membership is to:

- Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
- Participate in EBB meetings;
- Discuss and make recommendations with regard to County health and welfare benefits;
- Vote on proposals, if appropriate;
- Attend approved training and educational forums related to Health Benefits;
- One EBB member per voting membership may be a member of the International Foundation of Employee Benefits; and
- At the request of the Benefits Administrator, may participate in other EBB activities.

**f. Benefits Administrator Role**

The Benefits Administrator shall be a non-voting member. The role of the Benefits Administrator is to:

- Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
- Serve as the Administrator for the County Health and Welfare Programs;
- Facilitate the EBB, preside over meetings and propose and implement any changes;
- Provide a forum and opportunity for training and education of the EBB members;
- Obtain, coordinate and direct the use of technical consultants and vendors;
- Ensure that the Health and Welfare Program and EBB adhere to legal mandates;
- Manage the Health Fund;
- Oversee other benefit programs such as Health Promotion to promote the health and

welfare benefits for County employees;

- Provide data as requested by the EBB; and
- Track claims experience by bargaining units.

**g. Legal Responsibilities**

The Health Plan is subject to various legal mandates that protect the benefits of plan members. These legal mandates create a set of standards that apply to public entities concerning plan administration, management, or plan design and, in particular, communication of the benefit plans contents or changes. Only the Human Resources Division Benefits Unit, will have actual legal authority to convey plan documents and benefits to plan members. Other information issued by EBB shall be for information purposes only and not binding upon the plan. Changes mandated by law shall be carried out by the Benefit Administrator and discussed with the EBB prior to implementation.

**h. Meeting Process**

The meetings shall comply with any applicable law. Meetings require attendance of one-half of the voting membership to be considered a quorum. The meeting minutes will record the following:

- 1) Members present,
- 2) Motions, proposals and their dispositions,
- 3) Results of all votes and the vote of each member by name and the organization that they are representing;
- 4) The substance of any discussion on any matter; and
- 5) A reference to any document discussed at the meeting.

The forgoing shall not apply to discussions pertaining to changes to collective bargaining agreements.

**i. Voting**

A formal vote is required for plan changes and administration of the Employee Health and Benefit Programs. A formal vote is defined as a public vote where each vote must identify the member voting, and the vote must be announced. A formal vote to change or amend plans must consist of a positive vote from a majority of no less than 80% (9 of 11 or 8 of 10) of the voting membership. If a member cannot attend an alternate may cast a vote on their behalf or a proxy may be submitted prior to the meeting so that the



Benefits Administrator may read the vote at the meeting. In the alternative, if insufficient votes are cast due to the absences of voting members, missing votes may be recorded at the next meeting.

**j. Proposals**

The Benefits Administrator may propose to the EBB any changes or actions specific to his/her role identified above. The EBB voting members may propose benefit plan changes via any five EBB voting members. Prior to submission to the Benefits Administrator, the five members must unanimously approve the proposal. The written proposal must be submitted two weeks in advance of the next EBB meeting, unless the Benefits Administrator waives the deadline. The proposal will identify the specific changes and how it meets the County's Health Plan interests.

If the proposal is passed by the EBB, the Benefits Administrator may either a) accept the proposal; b) provide two alternate proposals or c) reject the proposal at the following meeting. In the case of "c," the Benefits Administrator shall submit the proposal to the County's Chair for a final determination of whether or not the proposal will be implemented. The Chair's decision is final and will be communicated back to the EBB via the Benefits Administrator.

**k. Meetings per Calendar Year**

The EBB shall meet at least quarterly (4 times per year). All meetings are scheduled and notified by the Benefits Administrator. When a vote is on the meeting agenda, voting members shall be notified 2 weeks in advance of the meeting date, time and place. The employees who participate shall be given paid release time to attend the meetings.

**l. Health Fund**

The Health Fund will be funded by:

- 1) (Full-time employees)** Monthly contributions paid by Departments based upon the number of FTEs, shall be on a composite rate for medical and dental health insurance projected premium equivalents (defined as actual premiums and those costs identified in paragraph 7 below). The initial composite rate will be based upon projected total premiums and premium equivalents divided by the number of full-time (.80 FTE and above) employees as of February 1, 2001 (\$568.72 per eligible full time employee effective July 1, 2001).

- 1   **2) (Part-time employees)** Monthly contributions paid by Departments for part-time  
2   employees shall be based upon a separate composite rate for both medical and dental  
3   premiums and the part-time employee's portion of the other referenced costs. The  
4   annual composite rate for the medical portion shall be adjusted during the second year,  
5   beginning July 2002, and will be based upon actual demographics of the part-time  
6   employees for health coverage. The annual composite rate for each subsequent year  
7   will be no less than the previous year plus CPI-W. The medical composite rate shall  
8   increase annually according to the cost sharing terms. The dental composite rate shall  
9   follow the cost sharing terms.
- 10   **3)** Cost savings realized from good experience and plan design changes shall remain in  
11   the Health Fund, and
- 12   **4)** Refunds from vendors for performance guarantees or premium overpayments, etc.,  
13   shall remain in the Health Fund, and
- 14   **5)** Interest on the Health Fund shall remain in the Health Fund including IBNR set aside.
- 15   **6)** Initially on July 1, 2001, the unions and the non-represented employees' representative  
16   agree to contribute their MCEBB incentives to the fund as contained in the Health and  
17   Welfare Article (or subsequent amendments) of all applicable collective bargaining  
18   agreements or ordinances. The Health Fund will be at a "zero" deficit for the health plan  
19   year ending June 30, 2001, i.e. nothing shall be owed by the Health Fund for either  
20   IBNR or the previous year's expenses. If contributions by the Departments and those of  
21   the EBB are less than the plan expenses for any benefit year, that shortfall will be  
22   restored to the Health Fund throughout the following plan year and subject to the cost  
23   sharing agreement. If contributions in any plan year are more than the costs and  
24   expenses, then those contributions will remain in the Health Fund and will be used to  
25   offset future costs.
- 26   **7)** Distributions from the Health Fund shall be set to encompass all of the items referenced  
27   below. Any additional items are subject to approval by EBB. All of these costs shall be  
28   included in the Departments composite rate. The Health Fund expenses shall consist of  
29   the following cost items necessary to administer the Medical and Dental Health  
30   Insurance Plans: premiums, claims, Incurred But Not Reported claims (IBNR expenses  
31   shall be calculated annually according to generally accepted accounting standards),

claim margin, stop-loss fees, Oregon Medical Insurance Pool fees, fees for services such as managed care providers for pharmaceuticals, health provider contracts, flexible spending account administrator fees, case management fees; third party administrators; professional services associated with benefits consulting, EBB expenses and other miscellaneous costs such as printing and postage for communications to employees concerning County Health and Welfare Plans.

**m. Eligible Employees**

The Health Fund is comprised of those items listed under Health Fund above that directly can be attributed to the provision of health, vision and dental insurance for County employees, their eligible dependents and those that have COBRA rights.

**Full-time Employees-** Full-time employees, those employees who are regularly scheduled to work 32 or more hours per week, may elect one of the plan options or opt-out with proof of other coverage. Opt-out reimbursement is limited to \$150 per month. The Major Medical Option will reimburse participants at \$50 per month for the first year of the plan and then the reimbursement will be subject to a reduction based upon cost sharing in subsequent years. The Dental Plans will offer the same benefits as offered in plan year 2000, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option.

**Part-time Employees-** Part-time employees, those employees who are regularly scheduled to work 20 to 31 hours per week, will be offered Major Medical Coverage free of charge for them and their eligible family members. The employee may elect to purchase either Kaiser or the Plus Plan option by paying the difference in cost from the Major Medical Plan to their selected plan based upon the coverage level. Part-time employees are not eligible for the \$50 reimbursement for the Major Medical Plan. Part-time employees who opt-out of medical plan coverage will be reimbursed \$75 per month with proof of other coverage.

The Dental Plans will offer the same benefits as plan year 2000, Kaiser and DS, until the EBB changes them. There will be no waiting period for either dental plan option. Part-time employees will pay one-half of the dental premiums.

**n. Plan Document**

The Plan Document shall set forth the dates, times, eligibility, default enrollment and

administration of benefit coverage for the medical and dental plans. Other items that will be included are coverage dates for FMLA, leave of absences,--COBRA, flexible spending accounts, and reinstatement provisions.

**o. Retirees Health Fund/Benefits**

The health and welfare plan of the retirees is not subject to the governance or funding of the EBB.

**p. Cost Sharing for Medical/Vision and Dental Plans**

The cost of health insurance is driven by many external factors outside of the control of the County and the EBB. It is the mutual interest of both parties to ensure that health care costs are reasonable and somewhat predictable. Sharing costs and building financial safeguards that protect both the employees and the County from open-ended risk is the objective of the cost sharing agreement. The County and EBB members agree to the following (see attached example):

July 1, 2001-	<b>Self-Insured Medical Plans</b>	County paid at 100%
	<b>HMO (Kaiser)-</b>	County paid at 100%
	<b>Dental Plan</b>	County paid at 100%

July 1, 2002- **Self-Insured Medical Plans** County pays at the 2001 contribution rate plus CPI-W\* of the total premium (which includes all premium costs and other applicable administrative costs) then, equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund.) If in any plan year, the total premium increase is less than the CPI-W, that portion of the County contribution will go toward building the Health Fund.

**HMO (Kaiser)** County pays at the County 2001 contribution rate (which includes total premiums and applicable administrative costs) plus CPI-W and 5% of the 2001 contribution rate and then equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund.) If in any plan year, the

1 total premium increase is less than County contribution, that portion of the County  
2 contribution will go toward building the Health Fund.

3  
4 **Dental Plans** County pays at County 2001 contribution rate plus CPI-W of the total  
5 premium (which includes all premium costs and other applicable administrative costs) and  
6 then equally splits any remaining cost of the increase with the employees through payroll  
7 deductions. (Employees and the County each pay 50% of remaining cost increase from  
8 sources outside of the Health Fund.) If in any plan year, the total premium increase is less  
9 than the CPI-W, that portion of the County contribution will go toward building the Health  
10 Fund.

11  
12 July 1, 2003- **Self-Insured Medical Plans** County pays at the 2002 contribution  
13 rate plus CPI-W of the total premium (which includes all premium costs and other  
14 applicable administrative costs) and then equally splits any remaining cost of the increase  
15 with the employees through payroll deductions. (Employees and the County each pay 50%  
16 of remaining cost increase from sources outside of the Health Fund.) If in any plan year,  
17 the total premium increase is less than the CPI-W, that portion of the County contribution  
18 will go toward building the Health Fund.

19  
20 **(HMO) Kaiser** County pays at the 2002 contribution rate plus CPI-W and 5%  
21 previous year's premium (which includes all premium costs and other applicable  
22 administrative costs) and then equally splits any remaining cost of the increase with the  
23 employees through payroll deductions. (Employees and the County each pay 50% of  
24 remaining cost increase from sources outside of the Health Fund.) If in any plan year, the  
25 total premium increase is less than County contribution, that portion of the County  
26 contribution will go toward building the Health Fund.

27  
28 **Dental Plans** County pays at the County contribution rate of 2002 plus CPI-W of  
29 the total premium (which includes all premium costs and other applicable administrative  
30 costs) and then equally splits any remaining cost of the increase with the employees  
31 through payroll deductions. (Employees and the County each pay 50% of remaining cost

1 increase from sources outside of the Health Fund.). If in any plan year, the total premium  
2 increase is less than the CPI-W, that portion of the County contribution will go toward  
3 building the Health Fund.

4  
5 \*CPI-W is defined as the annual percent increase in CPI Portland Urban Wage  
6 Earners and Clerical Workers Cost of Living Index- Second Half.

7  
8 Employees will pay no more than 10% of the total premium costs in any plan option  
9 and any coverage level unless agreed to by the EBB. To the extent the employee's  
10 contribution exceeds 10% of the premium, the County will pay the premium excess above  
11 the 10% from sources outside of the Health Fund. Employee's contribution shall be based  
12 upon a tiered structure with each plan experience rated separately.

13  
14 If any one plan option increases more than 25% for a plan year, the EBB will agree  
15 to either have the employees pay for the amount of the premium above the 25% or reduce  
16 the benefit plan to a level that would reflect no more than a 25% increase level. If no  
17 agreement can be reached, the County may agree to either pay for the additional premium  
18 or change the benefit plan to a level that would reflect no more-than a 25% increase for that  
19 plan year.

20  
21 Also, if any one plan other than the Major Medical Plan, has less than 5% of the  
22 County employees enrolled, the County may remove that plan option at the end of the plan  
23 year.

24 **q. LTD/STD**

25 The Long Term and Short Term Disability Insurance is not subject to governance by  
26 the EBB.

27 **r. Summary of Governance and Long Term Resolutions**

28 With this agreement, it is the intent of the parties to work towards developing a  
29 cooperative labor-management forum for managing Multnomah County employees'  
30 health and welfare benefits. This initial three year agreement-begins a process where a  
31 more responsive forum than previously available can study, evaluate and modify the

1 health and welfare benefits for employees. This forum will allow the EBB to effectively  
2 address the impact of technology, the escalation of costs, legal mandates, and the need  
3 for quality health care. If at such time in the future, the EBB is unable to meet its goals  
4 and objectives, thus not meeting the interests of the County or participating unions, the  
5 EBB may be dissolved by resolution or by withdrawal of members. It is the intent of the  
6 EBB to incorporate this agreement into each collective bargaining agreement of  
7 participating bargaining units, subject to the ratification of this agreement by each  
8 bargaining unit. Nothing in this Governance Agreement is intended to: waive or modify  
9 the rights of participating labor organizations to bargain collectively over health and  
10 welfare benefits for their members, at the expiration of this agreement, or prevent  
11 withdrawal from this governance agreement, at the expiration of this agreement. Any  
12 labor organization that withdraws from this Governance Agreement, at the expiration of  
13 this agreement, shall lose its rights to participate in, or vote on, matters governed by the  
14 EBB.

15 In the event that there is a conflict between Section 1(A) above and/or any other  
16 section of this Article and governance structure of December 21, 2000, the governance  
17 structure language as accepted by the Union on March 22, 2001 shall supersede.

18 **B. Part-time employees**

19 Part-time employees who work full time (at least .8 FTE) for six consecutive pay  
20 periods will be reimbursed, as if they were entitled to full time benefits (does not include  
21 Major Medical Plan Option reimbursement), for premium payments made to the County  
22 for those payroll periods, adjusted for taxes. However, such payment will be made only  
23 upon written request within 90 days of the last payroll period of full-time work.

24 **C. Retirees**

25 Provisions governing retiree participation in County medical and  
26 dental plans are in Article 16, "Section IV".

27 **D. "Opt-out": Cash in Lieu of Medical/Vision Benefits**

28 **1. "Opt-out" payment amounts**

29 **a. Full-time employees**

30 Full-time employees may elect to "opt-out" of County  
31 medical/vision benefits coverage, per the provisions of Section 1.A.(m) of this article.

1 Full-time employees who "opt out" of medical/vision benefits coverage may still receive  
2 dental benefits; a dental benefits "opt-out" payment is not available.

3 **b. Part-time employees**

4 Part-time employees who certify themselves as covered  
5 under another medical/vision plan may elect to "opt-out" of County medical/vision  
6 benefits coverage per the provisions of Section 1.A.(m) of this article. Part-time  
7 employees may opt out of medical/vision coverage and still elect County dental  
8 coverage by paying for one half of the premium for such coverage.

9 **2. Loss of non-County coverage**

10 If an employee who has "opted out" of County coverage loses his or  
11 her non-County coverage, he or she may enroll in the County plan within ninety (90)  
12 days of losing the non-County coverage based upon a qualifying event as prescribed by  
13 the Plan document can do so without waiting for the annual Open Enrollment period.  
14 County coverage will be effective the first day of the month following receipt of the  
15 enrollment form by Employee Benefits.

16 **E. Default Enrollment**

17 Full time Employees who fail to submit an enrollment form for "Opt-out" or  
18 for the medical/vision and dental benefits plans described in "Section I.A" above within  
19 31 days of hire or at other times as determined by the Employee Benefits Office will be  
20 enrolled in the County's Major Medical Plan and ODS dental plan by default. Default  
21 plans may be other than Major Medical Plan and ODS dental plan, if so authorized by  
22 the Employee Benefits Board process. Eligible dependents of such employees may be  
23 enrolled in the same plans if the employee submits application within 15 days of  
24 receiving notice of his or her default enrollment. Part-time employees shall be enrolled  
25 in the Major Medical Plan or its authorized successor.

26 **F. Eligible Dependents**

27 **1. Spouses and domestic partners**

28 **a. Enrollment**

29 Employees may enroll spouses and domestic partners in  
30 County medical and dental plans upon completion of the County's Affidavit of Marriage  
31 or Domestic Partnership and applicable enrollment forms. Enrollment times and other



procedures for administration of the medical/vision and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees to the extent allowed by the law. Spouses and domestic partners must be enrolled in the same plan as the employee.

**b. Definitions**

i. A "spouse" is a person to whom the employee is married under Oregon law.

ii. A "domestic partner" is a person with whom the employee:

- Jointly shares the same permanent residence for at least six months immediately preceding the date of signing an Affidavit of Marriage or Domestic Partnership; and intends to continue to do so indefinitely, or if registered with the Multnomah County partnership registry, the six month waiting period is waived; and
- Has a close personal relationship.

In addition, the employee and the other person must share the following characteristics:

- Are not legally married to anyone;
- Are each eighteen years of age or older;
- Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
- Were mentally competent to contract when the domestic partnership began;
- Are each other's sole domestic partner;
- Are jointly responsible for each other's common welfare including "basic living expenses" as defined in the Affidavit of Marriage or Domestic Partnership.

**c. Termination of coverage**

Employees must remove a spouse or domestic partner from coverage within 90 days of divorce, or annulment, or dissolution of the domestic partnership. Employees who fail to remove an ineligible spouse or domestic partner within 90 days will be required to reimburse the County for claims paid after the 90 day window, or be taxed on the benefit, or both as determined by the Benefits Administrator guidelines and procedures.

1                   **2.    Children**

2                   **a.    Enrollment**

3                   Eligible children of the employee or the employee's spouse  
4 or domestic partner may be enrolled in the medical and dental insurance plans  
5 described in "Section I". Children must be enrolled in the same plans as the employee.

6                   **b.    Definition**

7                   "Eligible children" includes any unmarried biological or  
8 adoptive child under the age of 23 who is a dependent under the federal tax code and  
9 chiefly supported; or a court appointed ward; or anyone under the age of 23 for whom  
10 the employee is required by court order to provide coverage. "Eligible children" may  
11 also include dependent children over the age of 23 who became permanently disabled  
12 prior to the age of 23, and the children of children who are currently enrolled.

13                   **c.    Termination of coverage**

14                   Employees must remove from coverage a child who has  
15 become ineligible because he or she is 23 years old, or for any other reason within 90  
16 days of disqualification. Employees who fail to remove an ineligible child within 90 days  
17 of disqualification will be required to reimburse the County for and claims paid after the  
18 90 day window, or be taxed on the benefit, or both as determined by the Benefits  
19 Administrator guidelines and procedures.

20                   **G.    When Benefits Coverage Begins and Ends**

21                   **1.    Coverage for new employees**

22                   **a.    Medical and Dental Benefits**

23                   The employee and eligible dependents will be covered by  
24 medical and dental benefits the first day of the month following hire, provided the  
25 employee has submitted an enrollment form to the Employee Benefits office prior to  
26 that date. Employees who submit a form after the first day of the month following hire,  
27 but within 31 days of hire, will be covered the first day of the month following receipt of  
28 the form by Employee Benefits Office. Employees who do not submit a form within 31  
29 days of hire will be covered the first day of the month following default enrollment.

30                   **2.    Benefits coverage for terminating employees**

31                   **a.    Retirees**

1                           i.     **County-subsidized coverage**

2                                     Benefits options for retirees are provided for in Article  
3 16, "Section V".

4                           ii.    **Unsubsidized benefits**

5                                     Retirees may continue to participate in County  
6 medical and dental benefits plans on a self-pay basis as mandated by law.

7                           b.     **Other terminating employees**

8                           i.     **County-subsidized coverage**

9                                     If the employee's last regularly scheduled work day in  
10 pay status falls on or before the fifteen (15th) day of the calendar month in which the  
11 employee's County employment terminates, medical/vision and dental benefits toward  
12 which the County has contributed will lapse at the end of that calendar month. If such  
13 work day in pay status falls after the fifteen (15th) of the calendar month in which the  
14 employee's County employment has terminated, coverage toward which the County has  
15 contributed will lapse at the end of the following calendar month. (Example: Employee  
16 A's last day is July 15. Employee A's coverage toward which the County has  
17 contributed will lapse July 31. Employee B's last day is July 16. Employee B's  
18 coverage toward which the County has contributed will lapse August 31.)

19                          ii.    **Unsubsidized benefits**

20                                     Terminating employees may continue to participate in  
21 County medical and dental benefits plans on a self-pay basis as mandated by law.

22                   3.     **Employees on unpaid leaves of absence**

23                   a.     **Leaves of less than 30 days**

24                                     Employees' benefits coverage will not be affected by unpaid  
25 leaves of absence of less than 30 days' duration.

26                   b.     **FMLA/OFLA leaves**

27                                     The County will contribute toward medical/vision insurance  
28 coverage during unpaid FMLA/OFLA leave as required by law. During unpaid FMLA,  
29 the County will contribute to the same benefit plan elected by the employee prior to the  
30 approved leave. During unpaid OFLA leave only, the County will not contribute toward  
31 medical/vision/dental insurance coverage. In addition, the County will continue the same

1 plan and monthly contributions toward dental insurance coverage as long as legally  
2 required contributions toward medical/vision coverage continue. If the employee  
3 remains on unpaid leave for more than 30 days after FMLA/OFLA leave is exhausted,  
4 the leave will be treated as an unpaid leave of absence per "Subsection c.i" below,  
5 except that the last day of FMLA/OFLA leave will be deemed the employee's last day in  
6 pay status.

7 **c. Non-FMLA/OFLA unpaid leaves**

8 **i. Lapsing of County-subsidized coverage**

9 If the employee's last regularly scheduled work day in  
10 pay status falls on or before the fifteen (15th) day of the calendar month coverage  
11 toward which the County has contributed will lapse at the end of that calendar month. If  
12 such work day in pay status falls after the fifteen (15th) of the calendar month, coverage  
13 toward which the County has contributed will lapse at the end of the following calendar  
14 month. (Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July  
15 15. Employee A's coverage toward which the County has contributed will lapse July 31.  
16 Employee B goes on non-FMLA/OFLA unpaid leave July 16. Employee B's coverage  
17 toward which the County has contributed will lapse August 31.)

18 **ii. Unsubsidized benefits**

19 Employees may continue to participate in County  
20 medical and dental benefits plans on a self-pay basis as mandated by law.

21 **iii. Continuation of benefits upon return from a leave**  
22 **of absence without pay**

23 (a) Employees returning from a leave of absence  
24 without pay will be reinstated to the same medical and dental plans (or successor plans)  
25 they had when they left. If they return from leave the first day of the month, coverage  
26 will be in effect upon their return from leave; otherwise, coverage will be in effect the  
27 first day of the month following their return from leave.

28 (b) Employees returning from unpaid non-  
29 FMLA/OFLA leave in the following July to June plan year may enroll in different plans  
30 within 31 days of their return. If enrollment forms are received on the first day of the  
31 month, the changes will be effective that day; otherwise, changes will be in effect the

first day of the month following receipt of the forms.

**II. Other Benefits**

**A. Flexible Spending Accounts**

**1. Medical expenses**

To the extent permitted by law, Medical Expense Reimbursement Plan (MERP) accounts, which allow employees to pay for deductibles and unreimbursed medical, dental, and vision expenses with pre-tax wages, will be available according to the terms of the Multnomah County Medical Expense Reimbursement Plan number 504.

**2. Dependent care expenses**

To the extent permitted by law, Dependent Care Assistance Plan (DCAP) accounts, which allow employees to pay for dependent care with pre-tax wages, will be available according to the terms of the Multnomah County Dependent Care Assistance Plan number 502.

**B. Life Insurance**

Upon signing this agreement the County agrees to provide each employee covered by this Agreement with term life insurance in the amount of twenty thousand dollars (\$20,000). Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

On **07/01/02** the County agrees to provide each employee covered by this Agreement with term life insurance in the amount of twenty five thousand dollars (\$25,000). Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

On **07/01/03** the County agrees to provide each employee covered by this Agreement with term life insurance in the amount of thirty thousand dollars (\$30,000). Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

**C. Emergency Treatment**

1 Employees will be provided with emergency treatment for on-the-job  
2 injuries, at no cost to the employees, and employees as a condition of receipt of  
3 emergency treatment, do agree to hold the County harmless for injuries or damage  
4 sustained as a result thereof, if any. Employees further will promptly sign an  
5 appropriate Workers' Compensation claim form when presented by the employer.

6 **D. Disability Insurance**

7 Disability insurance benefits are provided for under Article 9. Sick Leave,  
8 "Section IV".

9 **III. Successor Insurance Plans**

10 In the event that either party elects to terminate the Employee Governance  
11 Structure in accordance with the Governance Structure guidelines, or any of the above  
12 insurance plans are no longer provided by the County, the County, following  
13 consultation with the EBB, agrees to provide to affected employees a substitute plan of  
14 the same service delivery type, if available, at substantially the same or a better benefit  
15 level. It is recognized that in accordance with Section 1.A. (Employee Benefits Board)  
16 of this article that insurance plans may be modified, plans added and plans eliminated  
17 during the term of this agreement.

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**ARTICLE 12**  
**WORKERS' COMPENSATION AND**  
**SUPPLEMENTAL BENEFITS**

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**I. Coverage**

All members of the bargaining unit will be provided full coverage as required by the Oregon Workers' Compensation Act.

**II. Seniority**

A. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's doctor, the State Workers' Compensation Department or Board or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied.

B. If an employee is transferred to another classification because of a compensable injury, his or her seniority shall be governed in accordance with Article 21, Seniority and Layoff. In such event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination.

C. If an injured employee has been released by his or her attending physician to return to the job at injury, he or she will be reinstated to that position if eligible under the provisions of ORS 659.415, or its successor; provided that such reinstatement shall not violate the seniority rights, as contained elsewhere in this Agreement, of any other employee.

**III. Probationary Employees**

In accordance with the terms of Article 2, "Section VI," if an employee sustains an injury during his or her probationary period, it may be extended by written agreement of the Union, the employee, and the County.

1   **IV.   Supplemental Benefits**

2           The County shall supplement the amount of Workers' Compensation benefits  
3   received by the employee for temporary disability due to occupational injury, illness or  
4   disease by an amount which, coupled with Workers' Compensation payments, will  
5   insure the disabled employee the equivalent of one hundred percent (100%) of his or  
6   her semi-monthly net take-home pay (as calculated in accordance with Workers'  
7   Compensation regulations) subject to the following conditions:

8           A.    Supplemental benefits shall only be payable for those days compensable  
9   under Workers' Compensation Law as time loss on an approved claim. For employees  
10   with approved claims, supplemental benefits shall be paid for no more than three  
11   hundred and twenty (320) hours of the employee's regular working hours or for a period  
12   equal to the amount of accrued sick leave hours at the time of injury, whichever is  
13   greater. Such payments shall not be chargeable to accrued sick leave.

14          B.    To the extent not compensated by Workers' Compensation benefits, the  
15   first day of occupational disability shall be compensated as time worked.

16          C.    To the extent not compensated by Workers' Compensation benefits, the  
17   day following the first day of occupational disability and the next succeeding day shall  
18   be compensated as sick leave if such days would have been work days.

19   **V.   Denied Claims**

20          A.    If a Workers' Compensation claim is denied, the employee's absence from  
21   work due to illness or injury shall, to the extent not compensated as Workers'  
22   Compensation time loss, be subject to the provisions of Article 9, Sick Leave.

23          B.    If a Workers' Compensation claim which has been denied is later held  
24   compensable upon appeal, any time loss benefits shall be reimbursed by the employee  
25   to the County and the employee's sick leave account credited with an equivalent  
26   number of days.

27          C.    If an employee's Workers' Compensation claim is under appeal, and he or  
28   she is no longer entitled to medical/dental coverage under Article 11, Health and  
29   Welfare, he or she will be entitled to continued coverage under federal COBRA law.  
30   The duration of such coverage will be for six months or the legally mandated period,



1 whichever is greater, provided that the employee continues to be eligible and pays the  
2 premiums as required.

3 D. If a denied claim is later held compensable upon appeal, the employee  
4 will be entitled to:

5 1. Reimbursement of any premiums paid to the County for  
6 medical/dental benefits, and

7 2. Any supplemental benefits not paid in accordance with "Section IV"  
8 of this Article.

9 **VI. Benefits**

10 A. The County shall continue to provide medical and dental benefits for an  
11 employee with a compensable claim and his or her dependent(s) from the first day of  
12 occupational disability, subject to the limitations of Article 11, Health and Welfare, if  
13 any, for a period of one year or such longer period as may be required by law.

14 B. The County shall continue to make retirement contributions, based upon  
15 the appropriate percentage of the gross dollar amount of supplemental benefits paid,  
16 throughout the period that the employee receives such benefits.

17 **VII. Borrowing of Sick Leave**

18 Nothing in this Article may be construed to permit borrowing of sick leave not  
19 accrued by and available to the employee.

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## ARTICLE 13

### WORK SCHEDULES

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#### I. Posting of Work Schedules

Work schedules showing work days and hours of work will be posted on bulletin boards or otherwise made accessible to employees at all times. Management may change work schedules with ten days' notice to affected employees, and with less notice in the following circumstances:

- Such notice is voluntarily waived in writing by the employee(s); or
- For the duration of an emergency.
- Should management determine that it needs to reduce a position(s) hours, management will first, in order of seniority, look for qualified volunteers within the work unit. If there are no volunteers, then such reduction shall be in reverse order of seniority of qualified employees. Exceptions to seniority preference assignment may be made in the following situations:
  1. When a less senior employee is substantially more qualified for the reduced position;
  2. Where bona fide job-related requirements for a balance of experienced and non-experienced personnel exist between shifts or assignments in a work unit.

#### II. Right to Compensation for Regularly Scheduled Hours

An employee who reports to work as scheduled and is excused from duty for lack of work, or is specifically directed by his or her supervisor or manager not to report to work, will be paid at his or her regular rate for the hours he or she was scheduled to work.

#### III. Work Days and Days Off

##### A. Scheduling Requirements

##### 1. Employees working 40 hours per week

a. Employees working five eight-hour days a week will be scheduled to work five consecutive days with two consecutive days off. Employees working four ten-

hour days a week may be scheduled to work four consecutive days or may be assigned to a split work week but will be scheduled with two consecutive and one non-consecutive day off.

b. **Alternate Work Week Schedules (To be implemented Jan. 2002)** Alternate work week schedules are defined as seven (7) consecutive calendar days beginning at 12:01 p.m. on Monday and ending on the following Monday at 12:00 noon, or beginning on 12:01 p.m. on Friday and ending on the following Friday at 12:00 noon; or a work schedule which may vary the number of hours worked on a daily basis, but not necessarily each day, and is four (4) or five (5) consecutive days beginning on 12:01 a.m. Monday and ending on the following Sunday at 12:00 midnight. 9-80s would be considered an alternate work week schedule. Article 7 governing holiday observance will apply

2. **Employees working less than 40 hours per week**

Employees working less than forty hours per week will be scheduled to work no more than five days a week, and at least two of their days off must be consecutive.

B. **Changing Scheduled Days of Work and Days Off**

1. **Voluntary changes**

Changes of work days and days off will be considered voluntary if they occur at the employee's request or as a result of shift bidding. During the fourteen day period following the transition from one schedule of work days and days off to another, the provisions of "Section III.A " above will not apply, and, for example, the employee may have split days off.

2. **Involuntary changes**

Changes of work days and days off will be considered involuntary if they occur at the discretion of management. In addition to the provisions which apply to voluntary changes, the following will apply during the fourteen day transition period:

a.. Employees who are scheduled to work more than five days in a row without a day off will be paid at the time-and-a-half rate for all hours worked on the sixth and subsequent days until their next scheduled day off. Days worked immediately prior to the transition period will be included in the five-day requirement of

1 this subsection.

2                   b. No employee normally scheduled to work forty hours per  
3 week shall be paid for less than eighty (80) hours in a semimonthly pay period as a  
4 result of the application of the provisions of this subsection, except that in the second  
5 pay period in February this minimum shall be seventy (70) hours.

6 **IV. Scheduling the Work Day**

7 **A. Normal Work Day**

8 **1. Employees working forty hours a week**

9                   a. Employees working forty (40) hours per week on a five  
10 (5) day per week work schedule shall work eight (8) consecutive hours per day  
11 excluding the meal period. Employees on a continuous duty schedule per "Section C.3"  
12 below shall work eight (8) consecutive hours per day including the meal period.

13                   b. Employees working forty (40) hours per week on a four (4)  
14 day per week work schedule shall work ten (10) consecutive hours per day excluding  
15 the meal period. Employees on a continuous duty schedule per "Section C.3" below  
16 shall work ten (10) consecutive hours per day including the meal period.

17                   c. Employees working forty (40) hours per week on an  
18 alternate work schedule shall work consecutive hours as scheduled per day excluding  
19 the meal period. Employees on a continuous duty schedule per Section C.3 below shall  
20 work consecutive hours as scheduled per day including the meal period.

21 **2. Employees working less than forty hours a week**

22                   Employees working less than forty hours a week will be scheduled  
23 to work four or more consecutive hours a day. Any meal periods to which the employee  
24 is entitled will be on unpaid time, unless the employee is on a continuous duty schedule  
25 per "Section C.3" below.

26 **B. Breaks**

27                   Breaks provided for in this section will be on paid time.

28 **1. During the normal work day**

29 **a. Employees working six or more hours a day**

30                   Employees scheduled to work six or more hours a day are  
31 entitled to a fifteen minute break during the first half of the work day, and another during

1 the second half, provided that the break in the second half of the work day is required  
2 only if the employee is scheduled to work more than two hours after the previous break  
3 or meal period. Breaks for employees scheduled to work eight or ten hours in a day  
4 will be scheduled at the middle of each half of the work day whenever practicable.

5 **b. Employees working fewer than six hours a day**

6 Employees scheduled to work fewer than six hours a day are  
7 entitled to one fifteen minute break to be scheduled by management.

8 **2. While working overtime**

9 Employees scheduled to work eight or more hours who are  
10 expected to work one and a half or more hours after their scheduled quitting time are  
11 entitled to a fifteen minute break at the end of their regularly scheduled work day.

12 **3. While on a continuous duty schedule**

13 Breaks for employees on a continuous duty schedule are covered  
14 in "Section C.3" below.

15 **C. Meal Periods**

16 **1. Entitlement to a meal period**

17 The work schedules of employees working more than six hours in a  
18 work day will include a meal period. An employee who has worked eight or more hours  
19 in a work day and who works two hours beyond his or her regular quitting time is  
20 entitled to a second meal period.

21 **2. Unpaid meal periods**

22 Meal periods are on unpaid time unless the provisions of  
23 "Subsection 3" below apply.

24 **a. Length of the meal period**

25 Employees will be scheduled for a thirty minute meal period  
26 unless they request and management approves a one-hour meal period. Management  
27 may rescind approval for a one-hour meal period, subject to the provisions for changing  
28 work schedules in "Section I" above.

29 **b. Scheduling**

30 i. The meal period for employees working eight or more  
31 hours will be scheduled in the middle of the work day whenever practicable.

1                   ii.     When a one-hour meal period is requested and  
2 approved, management will make adjustments to the employee's starting and/or quitting  
3 time, subject to the provisions for changing work schedules in "Section I" above.

4                   **3.     Paid meal periods: continuous duty schedules**

5                   Management may assign employees performing duties which do  
6 not lend themselves to duty free breaks and meal periods to a continuous duty  
7 schedule. Any such assignment shall be in writing with a copy provided to the Union  
8 and the Labor Relations Manager. Meal periods for such employees will be on paid  
9 time. The scheduling of meal periods and breaks for affected employees will be based  
10 solely on management judgment of the need for supervision of clients or involvement in  
11 other continuous duty, or may be on an "as time is available" basis. Continuous duty  
12 employees may not be relieved of duty during their work day, and may have to take  
13 their meals and their breaks while supervising clients or attending to other duties. Any  
14 meal periods or breaks may be interrupted or missed without additional compensation.

15                  **D.     Clean-Up Time**

16                  Employees occupying labor, trades or craft positions, or whenever it is  
17 essential for other employees to clean up or change clothes before being presentable  
18 upon leaving work, shall be granted not more than a fifteen (15) minute personal  
19 clean-up time prior to the end of each shift. The County shall provide the required  
20 facilities for the employee's clean-up time. Neither party to this Agreement shall  
21 construe "clean-up time" to mean "quit-early time" or "leave-early time".

22                  **V.     Flexible Work Schedules**

23                  **A.     Exceptions to the Requirements of This Article**

24                  Greater flexibility in work scheduling than is otherwise provided for in this  
25 article, which benefits employees and the County, may be implemented, provided that  
26 such schedules are in writing, and are agreed upon by the Union and the Labor  
27 Relations Manager. A copy of any such agreed upon schedules shall be provided to all  
28 directly affected employees.

29                  **B.     Employee Requests for Substitution of Hours Within a Work Week**

30                  Employees may request to work fewer hours than scheduled on one day  
31 in an FLSA work week and make up for those hours by working an equivalent number

of additional hours on another day or days in the same FLSA work week. Such scheduling is subject to the approval of management, and regardless of any other provisions of this Agreement, will not result in overtime pay.

**VI. Uniform Time Charging Provisions**

**A. Rounding Rule**

Time charged for all leaves and compensation for time worked under the terms of this Agreement shall be subject to rounding to the nearest quarter of an hour in accordance with the following rules:

0 - 7 minutes rounds to 0 hours

8 - 15 minutes rounds to 1/4 hour

**B. Applications**

**1. Lateness**

Employees who are less than 8 minutes late are not required to make up the missed minutes and shall be paid for a full shift without charge to a leave account. Employees who are more than eight (8) minutes late may be charged paid leave for time late or may be allowed to flex time at the manager's discretion. Being late to work continues to be subject to discipline up to and including dismissal.

**2. Working over**

An employee who works over less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with Article 14, Compensation.

**3. Leaves**

Late and early return from leaves shall be subject to the same rounding practice as specified above.

**4. Work day**

The above provisions shall not be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

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**ARTICLE 14**  
**COMPENSATION**

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**I. Wage Adjustments**

**A. July 1, 2001**

Effective July 1, 2001 the rates and ranges of employees covered by this Agreement shall be increased three percent (3.0%). Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, Table I. Wage Rates Effective July 1, 2001, which by this reference is incorporated herein.

**B. July 1, 2002**

**1. CPI formula**

Effective July 1, 2002 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula as modified by "Subsection 2" below:

$$\begin{array}{ll} (\% \text{ increase in CPI}) & ( \quad \% \quad ) \\ (\text{Portland Urban Wage} & ( \text{increase} \quad ) \\ (\text{Earners and Clerical} ) & = ( \text{in each} \quad ) \\ (\text{Workers Index} - \quad ) & ( \text{wage} \quad ) \\ (\text{Second Half 2000 to} ) & ( \text{rate} \quad ) \\ (\text{Second Half 2001}) & \end{array}$$

The minimum CPI based percentage shall be two & one half percent (2.5%). The maximum CPI based percentage shall be four and one half percent (4.5 %).

**2. Reopener**

In the event that the County's estimated general fund resources in the executive budget for 2002 -2003 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of "Section I.C" above shall not be implemented, and negotiations will commence on or before April 15, 2002 for substitute terms for Article 14, "Section I.C".



**C. July 1, 2003**

**1. CPI formula**

Effective July 1, 2003 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula as modified by "Subsection 2" below:

(% increase in CPI )	( % )
(Portland Urban Wage)	( increase )
(Earners and Clerical )	= ( in each )
(Workers Index - )	( wage )
(Second Half 2001_to)	( rate )
(Second Half 2002)	

The minimum CPI based percentage shall be two and one half percent (2.5 %). The maximum CPI based percentage shall be four and a half percent (4.5%).

**2. Reopener**

In the event that the County's estimated general fund resources in the executive budget for 2003 – 2004 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of "Section I.D" above shall not be implemented and negotiations will commence on or before April 15, 2003 for substitute terms for Article 14, "Section I.D".

**II. Pay Periods**

Employees shall be paid on a twice a month basis. The pay periods shall be the 1st through the 15th of each month and the 16th through the end of each month. Employees will be paid on the 15<sup>th</sup> of each month for hours worked during the second pay period of the preceding month, and on the last business day of each month for hours worked during the first pay period of that month; provided, however, that if either date falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding business day.

**III. Minimum Pay for Reporting to Work Outside of Regularly Scheduled Hours/Days**

**A. Reporting After Hours/Scheduled Day Off (Including Facilities Management Employees)**

Any employee who returns to work at the direction of management outside his or her regularly scheduled working hours or on a scheduled day off, shall be paid for a minimum of four (4) hours at the straight time, time-and-a-half, or double time rate according to the provisions of "Section IV" below; provided that an employee who stays at work at the end of his or her scheduled work day or who begins his or her scheduled work day early shall not be eligible for this minimum. It is the understanding of the parties that the four-hour period for a Call-In commences with the acceptance of the call-in assignment and ends four (4) hours later.

**B. Receiving Work Telephone Calls at Home**

Any employee who is called at home or a location other than their job site for work related business during their off-duty time, and is not required to report to a work site, shall receive one (1) hour pay at the appropriate rate according to the provision of Section IV below. Multiple calls less than twenty (20) minutes between the end of the 1<sup>st</sup> and beginning of the 2<sup>nd</sup> (or more) calls will be considered one (1) call. This provision does not apply to telephone calls regarding work scheduling and or worksite directions.

**C. Off Duty Telephone/Computer Work at Home**

Any employee directed to perform work from home outside of their regular scheduled hours, will receive one (1) hour pay or the length of work whichever is greater, at the appropriate rate according to the provision of Section IV below.

**D. Cancelled Court Appearance on Day Off.**

When an employee is required to make a court appearance as a result of their job on his/her regularly scheduled day off, and such court appearance is cancelled and the employee is not notified of the cancellation by or on the employee's last scheduled work day prior to the scheduled court appearance, then the employee shall receive two (2) hours pay according to the provisions of Section IV below even though the court appearance was cancelled.

**IV. Overtime**

**A. Time and One-Half**

Employees will be compensated at the rate of one and one-half (1-1/2) times their normal hourly rate of pay for additional time worked as follows:

1. In excess of eight (8) hours in any work day for a five-day, forty-hour

1 -a-week employee; or

2 2. In excess of ten (10) hours in any work day for a four-day, forty-hour

3 -a-week employee; or

4 3. In excess of forty (40) hours in any FLSA work week.

5 **B. Double Time**

6 All work performed on an full-time employee's scheduled second or third  
7 day of rest will be paid at the rate of two (2) times the employee's regular rate of pay,  
8 provided that an employee who has refused to work a full shift on the employee's first  
9 scheduled day of rest will be paid at the rate of one-and-one-half (1 ½) times his or her  
10 normal rate.

11 Part-time employees who work in excess of 48 hours in an employee's  
12 FLSA work week shall be compensated at the double rate for all such hours in excess  
13 of 48 hours.

14 **C. Overtime Administration**

15 1. **Computation of overtime - holidays and leaves**

16 When computing overtime, paid holidays and leaves with pay taken  
17 during the work week shall be considered as time worked.

18 2. **Premium Pay in the Computation of Pay Rates**

19 When computing the overtime rate or vacation or sick leave pay due  
20 an employee receiving premium pay, such premium pay must be included when the  
21 employee is regularly assigned to premium work

22 3. **Equal distribution of overtime work**

23 Overtime work shall be distributed as equally as practicable among  
24 employees working within the same job classification within each work unit providing they  
25 have indicated in writing a desire to work overtime to their supervisor.

26 4. **No discrimination**

27 There shall be no discrimination against any employee who declines  
28 to work overtime. Overtime work shall be voluntary except in cases where the public  
29 health, safety and welfare may be jeopardized.

30 5. **Discipline for unauthorized overtime**

31 Employees working unauthorized overtime may be subject to

1 discipline.

2                   **6.     No suspending work to avoid overtime**

3                   Employees shall not be required to suspend work during regular  
4 hours to avoid overtime.

5                   **7.     Compensatory time**

6                   Compensatory time may be accrued by agreement between the  
7 County and the employee with the following limitations. Specifically, in lieu of overtime  
8 pay, an employee may with supervisory approval elect to accrue compensatory time off  
9 equal to the applicable overtime rate for each hour of overtime worked, provided:

- 10 •       The maximum allowable accumulation of compensatory time off shall be eighty  
11 (80) hours.
- 12 •       Accrued compensatory time off may be used at the discretion of the employee with  
13 the supervisor's consent.
- 14 •       In the event the employee terminates for any reason, accrued compensatory time  
15 shall be paid off in cash to the employee or his or her heirs.
- 16 •       Flexibility during the work week made at the employee's request is not subject to  
17 this section and is solely governed by Article 13, "Section V.B"

18 **V.     Shift Differential**

19       **A.     Payment of Shift Premiums**

20           **1.     Hours and amounts**

21           The County and the Union recognize that a work week may contain  
22 three different shifts: day, swing, and graveyard. The County agrees to pay the following  
23 shift premium pay in addition to the established wage rate to employees who are  
24 scheduled to work eight or more hours in a work day:

25                   **a.     Swing shift premium**

26                   An hourly premium of seventy-five cents (\$.75) to employees  
27 for all hours worked on shifts beginning between the hours of twelve (12) noon and seven  
28 (7) p.m.; or

29                   **b.     Graveyard shift premium**

30                   An hourly premium of one dollar (\$1.00) to employees for all  
31 hours worked on shifts beginning between the hours of seven (7) p.m. and six (6) a.m.,

1 provided that the employee was not called in early to a shift normally scheduled to begin  
2 after six (6) a.m.; or

3 **c. Relief shift premium**

4 An hourly premium of one dollar (\$1.00) to employees for all  
5 hours worked in the work week while assigned to a relief shift.

6 **2. Definition of relief shift**

7 A relief shift occurs when an employee's work week does not contain  
8 four (4) like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four (4) graveyard shifts.  
9 Employees assigned to a relief shift schedule are exempt from the provisions of Article 13,  
10 "Section I"; however, such employees must be given at least a twenty-four (24) hour notice  
11 of shift assignment.

12 **B. Inclusion of Shift Differentials in Wages**

13 **1. Inclusion in overtime rate**

14 When computing the overtime rate due an employee receiving shift  
15 differential pay, such pay must be included in the overtime rate.

16 **2. Inclusion in sick and vacation pay**

17 Shift differentials shall continue to apply to all hours paid including  
18 sick leave or vacation hours if they occur during the employee's normally scheduled shift.

19 **3. Shift pay disallowed for voluntary single shift change**

20 Employees are not entitled to shift differential pay for a single shift  
21 change that is done at the request of and for the benefit of the employee.

22 **VI. Auto Allowance and Compensation**

23 Auto allowance and compensation shall be paid pursuant to Addendum E.

24 **VII. Deferred Compensation Plan**

25 Subject to applicable federal regulations, the County agrees to provide a deferred  
26 compensation plan that provides for payment at a future date for services currently  
27 rendered by the eligible employee.

28 **VIII. Overpayments and Payments in Violation of Contract**

29 Any employee receiving unauthorized payments has the obligation to call  
30 such error to the attention of his or her supervisor

31 As soon as the overpayment is known, the County will make every effort to

1 recover such over payments, by payroll deduction over a reasonable period of time as  
2 determined by the Labor Relations Manager.

3           Where an error occurs which results in a negative impact on the employee,  
4 upon notification by the employee, and verification by the payroll division, payment in  
5 correction of the error shall be made in the employee's paycheck for the current pay  
6 period.

7 **IX.     On Call Pay**

8           **On call duty assignments**

9           **A.     Voluntary On Call**

10           Employees on a regular work schedule may volunteer to be placed on call  
11 duty beyond their regularly scheduled workday or work week and may be assigned an  
12 answering device for on call purposes to avail themselves of the opportunity to receive  
13 additional pay. Any such employee on voluntary on call\_status may refuse to report if  
14 called.

15           **B.     Involuntary On Call (FLSA Exempt)**

16           Any employee determined by the Department Human Resources Manager  
17 to be FLSA exempt may be placed on involuntary on call status. Any such employee shall  
18 be allowed compensatory time off at the rate of one (1) hour for each eight (8) hour period  
19 they are on call status. Employees who are assigned on-call duty for less than eight (8)  
20 hours shall be allowed compensatory time off on a pro-rated basis at full hour increments.

21           An employee shall be assigned on-call duty when specifically required to be  
22 available for work outside his/her working hours and not subject to restrictions which would  
23 prevent the employee from using the time while on-call effectively for the employee's own  
24 purposes.

25           No employee is eligible for any premium pay compensation while on call  
26 duty except as expressly stated in this article. On call duty time shall not be counted as  
27 time worked in the computation of overtime hours. An employee shall not be on call duty  
28 once he/she actually commences performing assigned duties and receives the  
29 appropriate rate of pay for time worked.

30           **C.     Involuntary On Call (FLSA Non-exempt)**

31           Employees shall be paid one (1) hour of pay or compensatory time off

1 subject to Section IV C 6 at the regular straight time rate for each eight (8) hours of  
2 assigned on-call duty. Employees who are assigned on-call duty for less than eight (8)  
3 hours shall be paid on a pro-rated basis at full hour increments.

4 An employee shall be assigned on-call duty when specifically required to be  
5 available for work outside his/her working hours and not subject to restrictions which would  
6 prevent the employee from using the time while on-call effectively for the employee's own  
7 purposes.

8 No employee is eligible for any premium pay compensation while on call  
9 duty except as expressly stated in this article. On call duty time shall not be counted as  
10 time worked in the computation of overtime hours. An employee shall not be on call duty  
11 once he/she actually commences performing assigned duties and receives the appropriate  
12 rate of pay for time worked.

13 **X. Market and Equity Adjustment Fund and Process**

14 There is a joint understanding by the parties that market forces during the last  
15 decade have had a variable effect on the relative market standing of many of  
16 the classifications in the bargaining unit. It is further recognized that independent in whole  
17 or part from market issues there exist a certain number of anomalies and equity issues  
18 within the compensation system. To address these anomalies and equity issues of the  
19 County compensation system, the parties agree to a classification and compensation  
20 system review of classifications through a joint labor/management committee.

21 **A. Joint Labor Management Compensation Committee (the**  
22 **Compensation Committee)**

23 There shall be established a Joint Labor Management Compensation  
24 Committee to review mutually agreed upon classifications for the purpose of compensation  
25 adjustments and classification review that may include updating job descriptions. The  
26 composition of this committee will include but may be supplemented or changed by mutual  
27 agreement:

28 **1. County**

29 Two representatives from Human Resources, one from Labor  
30 Relations and two departmental management representatives. The Chief Spokesperson  
31 for the County shall be designated by the Director of Support Services.

1                   **2.     Union**

2                   The Union Representative and four appointed bargaining unit  
3 employees.

4               **B.**     The Compensation studies that have been previously prepared prior to  
5 January 1, 2002 shall be funded during 2001-2002 with salary adjustments effective March  
6 1, 2002. Any funding not used for salary adjustments March 1, 2002 shall by mutual  
7 agreement be carried over to be available July-1, 2003

8               **C.     July 1, 2001 - May 1, 2002 and July 1, 2003 Increases.**

9               During the period July 1, 2001 – May 1, 2002, the committee will identify  
10 job families or isolated classifications which would appear to be candidates for closer study  
11 based on such specifiable factors as recruitment data, internal alignment data or other  
12 factors as mutually agreed by the members of the committee. Based on the classifications  
13 identified by the committee to be reviewed, a formal salary survey and classification  
14 review will be performed by the County on the classifications identified by the committee.  
15 The data resulting from this survey, the funding limitations provided by "Section D", below,  
16 will lead to a County recommendation for increases for effective July 1, 2003. The  
17 recommendations will be presented to the Union as completed or no later than May 1,  
18 2003. Unless mutually agreed between the County and Union, all such increases will be in  
19 fixed "across the board" percentage terms of the June 30, 2002 rates and ranges for the  
20 affected classifications, although the amount of the percentage increases will vary, or may  
21 be 0%, depending on the strategy and priorities of the study. For example, the study may  
22 recommend a 2% increase on the June 30 rates for a certain classification; this combined  
23 with the percentage increase resulting from application of the CPI provision of "Section I"  
24 of this article would result in the total percentage increase on the June 30 rates for that  
25 classification. The County Recommendation for 2003 will be implemented unless modified  
26 by mutual agreement during the Committee discussion, or unless the Union notifies the  
27 County in writing within 30 days of a recommendation or no later than June 1, 2003 that  
28 the County Recommendation is rejected, in which case the Default Option cited in "Section  
29 E" below will be implemented.

30               **D.     July 1, 2002 – May 1, 2003 and January 1, 2004 Increases**

31               During the period of July 1, 2003 – December 1, 2003 the County will



1 conduct any needed follow-up study in preparation for the January 1, 2004\_increase. No  
2 later than December 1, 2003, the County will present the Union with the County  
3 Recommendation for 2004. The County Recommendation will be implemented unless  
4 modified by mutual agreement during the Committee discussion, or unless the Union  
5 notifies the County in writing no later than December 15, 2003, that the County  
6 Recommendation is rejected, in which case the Default Option cited in "Section E" below  
7 will be implemented.

8           **E.    Funding and Amount of Increase**

9                   **1.    March 2002**

10                   The amount of funding available for the March 1 2002 County  
11 Recommendation shall be no more than one-half (.5%) of one percent of the budgeted  
12 base for all positions allocated to this bargaining unit as calculated by the Budget Manager  
13 from the Approved Budget for FY 2001 - 2002, not including any CPI increase for July 1,  
14 2001. Costing calculations against this amount will default to Step 1 for all vacancies.

15                   **2.    July 1, 2003 - June 30, 2004**

16                   The amount of funding available for the July 1, 2003 County  
17 Recommendation shall be no more than one half percent (.5%) of the budgeted base for  
18 all positions allocated to this bargaining unit as calculated by the Budget Manager from the  
19 Approved Budget for FY 2003 - 2004 not including any CPI increase for July 1, 2003.  
20 Costing calculations against this amount will default to Step 1 for all vacancies. Funding  
21 not used July 1, 2003 shall by mutual agreement be carried over to be available January 1,  
22 2004.

23           **F.    Default Option**

24                   The Union and the County realize that the existing compensation  
25 arrangements are jointly owned as a product of a series of contracts that have been freely  
26 entered into. There is also a joint recognition that any process such as the above which is  
27 not, and cannot be, precisely specified in advance, must involve a concerted effort of  
28 discussion to be successful, and must be disciplined by a default option; therefore:

29                   If the County Recommendations effective for July 1, 2003, are rejected, the  
30 County's obligation shall be void with respect to this entire plan except that the CPI  
31 increase provided for in "Section I.D" above shall be increased by adding one quarter of

1 one percent (.25%) to the percentage increase resulting from the CPI formula as adjusted.

2 **XI. Waiver of State Overtime Requirements**

3 To the extent allowable by law, the provisions of this Article and other provisions of  
4 this Agreement constitute an express waiver of ORS 279.340 as provided by ORS 279.342  
5 (5)(b). Copies of the above cited statutes are available upon employee request to the  
6 Labor Relations Section.

7 **XII. Bilingual pay**

8 A differential of three percent (3%) over base rate will be paid to employees in  
9 positions which specifically require, and who have been directed to translate to and from  
10 English to another language (including the use of sign language) as a condition of  
11 employment. The proficiency level for interpretation and translation skills will be  
12 assigned by management and contained in an employee's individual position  
13 description.

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**ARTICLE 15**  
**CLASSIFICATIONS AND PAY RANGES**

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**I. Wage Schedule**

Employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein, and as modified by Article 14.

**II. Step Placement and Anniversary Dates**

**A. New Employees and Rehires**

1. A rehire is an employee who has terminated permanent employment with the County, and is subsequently selected to occupy a permanent position from a civil service list. (Former employees who return to permanent County employment without being selected from a list are not rehired, but reinstated. See "Section II.G.1" below.)

2. New employees and rehires will be paid at the minimum rate in the range for their classification unless a higher rate is approved by the Central Human Resources Manager or his or her designee.

3. The anniversary date for wage increases for new employees will be the date of permanent appointment, and the date for rehires will be the most recent date of permanent appointment. However, the anniversary date for new employees and rehires will be adjusted to reflect any additional seniority credit, such as credit for temporary service in classification, which they receive under the provisions of Article 21.

**B. Step Increases**

An employee not at the maximum of his/her pay range shall receive an anniversary step increase upon the completion of one year of service at the current step. Time in service is measured in accordance with Article 21. (*Note that Article 21, "Section II.B.1" provides, "Part-time work within the same or equivalent classification will count on a full-time basis."*)

**C. Promotion**

**1. Definition**

1 A promotion is an appointment to a classification with a higher top  
2 step than in the preceding classification.

3 **2. Pay adjustments upon promotion**

4 a. The base pay of a newly promoted employee will be at least  
5 one step higher than his or her base pay in the lower classification, unless such an  
6 increase puts him or her beyond the top of the higher range. A one step increase is  
7 defined as the percentage difference between the final two steps of the lower range.

8 b. If the employee's base pay in the lower range plus one step  
9 increase is lower than the first step in the higher range, the employee will be paid at the  
10 first step rate.

11 c. If the employee's base pay in the lower range plus one step  
12 increase is higher than the top step in the higher range, the employee will be paid at the  
13 top step rate.

14 d. If the employee's base pay in the lower range plus one step  
15 increase falls within the higher range, the employee will be paid at the step rate which  
16 represents at least a one step increase, but less than a two step increase in base pay.

17 e. The rate of pay upon promotion for lead workers who have  
18 received lead pay continuously for a year or more immediately prior to the promotion will  
19 be calculated as if the lead pay were part of the base rate.

20 **3. Anniversary date upon promotion**

21 The employee's anniversary date for wage increases will be the date  
22 of appointment to the higher classification, unless the employee receives additional  
23 seniority credit, such as credit for temporary service in the higher classification, per the  
24 provisions of Article 21.

25 **4. Failure to complete probationary period after promotion**

26 a. When a regular employee is promoted and does not complete  
27 the probationary period for that classification, he or she shall be reinstated to a position in  
28 the classification and department from which he or she was promoted. Reference to  
29 probationary period in this section applies to any Local 88 or non Local 88 probationary  
30 period in Multnomah County. Employees who do not complete promotional probationary  
31 period within the first six months, in a Local 88 position and return within the probationary

1 period to their previous position shall treat such time in the higher class as seniority  
2 accrual in the lower class. Employees who do not successfully complete promotional  
3 probationary period within the first six months in a non-Local 88 position shall count such  
4 time as time in the previous position in the lower classification otherwise all such time will  
5 not count if an employee returns during a promotional probationary period that was longer  
6 than six months

7                   b. The employee will be placed at the same step in the old range  
8 that he or she would have been on but for the promotion.

9                   c. The anniversary date for wage increases will revert to the  
10 anniversary date in effect prior to the promotion.

11           **D. Demotion**

12                   **1. Definition**

13                   A demotion is an appointment to a classification with a lower top step  
14 than in the preceding classification.

15                   **2. Pay adjustments upon demotion**

16                   a. Employees demoted for other than disciplinary reasons will  
17 receive the rate of pay in the lower pay range that causes the least reduction in base pay.  
18 No demoted employee shall receive an increase in base pay.

19                   b. Employees demoted for disciplinary reasons will receive the  
20 rate of pay in the lower pay range specified as a part of the disciplinary action. If no rate of  
21 pay is specified, they will receive the rate provided for in "Subsection a" above.

22                   **3. Anniversary dates upon demotion**

23                   A demoted employee's anniversary date for wage increases will be  
24 the date of demotion.

25           **E. Transfer**

26                   **1. Definition**

27                   A transfer, for purposes of payroll administration, is an appointment to  
28 another position within the classification held, or to a position in another classification with  
29 the same top step. The same rules for step placement and establishing anniversary dates  
30 apply whether the transfer occurs within the bargaining unit or from outside the unit.

31                   **2. Pay adjustments upon transfer**

1                   a.     If an employee transfers to another position in the same  
2 classification, or to another classification with the same pay range and steps, there will be  
3 no change in his or her rate of pay.

4                   b.     If an employee transfers to another classification with the same  
5 top step, but with different lower steps, the employee will be paid at the step in the new  
6 range which is nearest to his or her former rate without causing a reduction in pay.

7                   **3.     Anniversary dates upon transfer**

8                   The employee's anniversary date will remain unchanged.

9                   **F.     Reclassification**

10                  Wage adjustments and anniversary dates upon reclassification are covered  
11 in "Section IV.C" below.

12                  **G.     Reinstatement**

13                  **1.     Step placement upon reinstatement**

14                  a.     If an employee is reinstated from a recall list, after voluntary  
15 demotion, or after a leave of absence, the employee will be placed at the same step he or  
16 she was on when he or she left the classification.

17                  b.     A former County employee who is not on a recall list may also  
18 be reinstated at the discretion of the Employee Services Manager or designee.     If  
19 reinstated to the classification most recently held, the employee will be placed at the same  
20 step he or she was on when he or she left the classification.

21                  **2.     Anniversary dates upon reinstatement**

22                  The anniversary dates of reinstated employees will be adjusted so that  
23 if the time spent away from the classification exceeds 30 days in duration, none of the time  
24 away will count.

25                  **III.   Temporary Work in a Higher Classification**

26                  **A.     Work Out of Class**

27                  **1.     Definition**

28                  An employee works out of class when he or she is assigned in writing  
29 by a supervisor to assume the major distinguishing duties of a position in a higher  
30 classification and/or to replace another employee in a higher classification, and to perform  
31 a majority of the principal duties of that classification.

1                   **2.     Compensation for work out of class**

2                   An employee working out of class will be compensated according to  
3 the promotional policy above. (See "Section II.C"). Note that if the employee's pay range  
4 and the higher range overlap, the policy provides for an increase of approximately one  
5 step; if the ranges do not overlap, the policy generally provides for an increase to the first  
6 step of the higher range)

7                   **3.     Paid leave and work out of class**

8                   a.       When an employee works in a higher classification during all  
9 hours worked in an FLSA work week or longer period of time, the employee will be paid  
10 the out of class rate for all hours in pay status on days in which he or she was on leave for  
11 less than half a shift.

12                  b.       An employee using leave while working out of class will be paid  
13 at his or her regular rate of pay for all hours in pay status on days in which he or she  
14 worked half or less of his or her scheduled hours.

15               **B.     Temporary Appointments**

16               When management anticipates that an employee will be performing the  
17 principal duties of a higher classification for a period of more than 30 days, the employee  
18 may be given a temporary appointment to a position in the higher classification.

19               **1.     Appointment to a higher classification in the bargaining unit**

20               When the appointment is to a classification within the bargaining unit,  
21 written verification of the temporary appointment will be placed in the employee's  
22 personnel file, and the following provisions will apply:

23               a.       The employee's rate of base pay will be set according to the  
24 promotional policy above;

25               b.       The higher base rate will apply to all hours the employee is in  
26 pay status; and

27               c.       The employee has the right to return to his or her permanent  
28 position at the end of the appointment without loss of seniority.

29               **2.     Appointment to an exempt classification**

30               When the appointment is to an exempt classification, written  
31 verification of the temporary appointment will be placed in the employee's personnel file,

1 and the employee will be notified of the appointment in writing. The following provisions  
2 will apply:

3 a. The employee's salary will be set according to the Personnel  
4 Rules governing promotions to exempt positions;

5 b. The employee is not eligible to receive overtime pay, shift  
6 differential, or other forms of pay not available to permanent employees in the exempt  
7 classification;

8 c. The employee's health and welfare benefits plan will not  
9 change;

10 d. The employee's accrual and use of paid leave will be governed  
11 by the rules applying to permanent employees in the exempt classification;

12 e. The employee has the right to return to his or her bargaining  
13 unit position at the end of the appointment without loss of seniority; and

14 f. The employee will pay Union dues or such alternatives as are  
15 provided by Article 5, and will continue to be represented by the Union in accordance with  
16 Article 3.

17 **IV. Reclassification**

18 **A. Definition**

19 A reclassification review is an analysis of an employee's duties and  
20 responsibilities to determine whether he or she is in the correct classification. Individual  
21 employees or management may initiate a reclassification review by completing a request  
22 form and submitting it to the Employee Services Division. The Employee Services Division  
23 may also initiate studies of positions or groups of positions.

24 **B. Procedure**

25 1. Copies of completed request forms will be forwarded to the Union by  
26 the Employee Services Division within fifteen days of receipt.

27 2. The Employee Services Division will notify the Union when it initiates a  
28 study.

29 3. The Employee Services Division will render a decision to affected  
30 employees with a copy to the Union within sixty (60) days of receiving a request or  
31 initiating a study.



4. If the employee is placed in a new classification, the wage range for that classification will be established by the procedures described in "Section V.A" below.

5. Wage increases resulting from an upward reclassification will be effective retroactively to the date of the reclassification request. However, the Employee Services Manager or his or her designee may authorize retroactivity up to six months prior to the date of the request.

**C. Pay Adjustments Upon Reclassification**

1. If the employee's rate of pay is below the minimum for the new classification, his or her pay will be raised to the minimum rate.

2. If the employee's rate of pay is within the new range but does not match a step in that range, his or her wage will be raised to the closest step. If the employee's rate of pay matches a step of the new range, there will be no change in his or her hourly rate.

3. If the employee's rate of pay is above the maximum of the new range, the rate will not change but will be frozen, and the employee will not receive any increases in base pay, specifically to include general wage increases. However, when the top step of the new range has risen to exceed the frozen rate of pay, the employee will be paid at the top step rate.

4. When an employee is reclassified, his or her anniversary date for a wage increase will not be changed.

**D. Resolution of Reclassification Disputes**

1. The outcome of a reclassification request may be appealed under Article 18 at Step 3 of the grievance procedure within fifteen (15) days of the date on which notice of the decision from Employee Services is received.

2. If the grievance is advanced to Step 4, the arbitrator will fashion his or her award within the following parameters:

a. The arbitrator shall be limited to deciding if the employee's principal duties fall within the classification to which his or her position is allocated by the County.

b. If the arbitrator determines that the position is improperly allocated, the arbitrator shall direct the County to allocate the position to another existing

1 classification. If no appropriate classification exists, the arbitrator shall direct the County  
2 to establish such a classification.

3 c. The arbitrator shall have no authority to modify a classification  
4 or establish a new classification.

5 **V. Establishing Wage Rates for New Classifications**

6 **A. Method of Determining Wage Rates**

7 Wage rates for new and substantially revised classifications will be  
8 established by the Employee Services Division in the following manner:

9 1. Subject the classification to a point evaluation in accordance with Job  
10 Evaluation Manual: Multnomah County, prepared by Ralph Andersen and Associates,  
11 May 31, 1990.

12 2. Assign a range which is reasonably related to wage ranges for  
13 comparable positions within the County but which is no more than 12.28% above or 12.28  
14 % below the Policy Pay Line developed during the classification review of 1990 and  
15 adjusted for subsequent general increases.

16 3. The Employee Services Division may, at its discretion, assign rates  
17 higher than those indicated in "Subsection 2" above if such rates are indicated by  
18 conditions in comparable labor markets for workers in comparable classifications.

19 4. The Employee Services Division shall notify the Union of the range  
20 and its effective date.

21 **B. Resolution of Disputes Concerning Wage Ranges Assigned to New**  
22 **Classifications**

23 1. Within ten (10) working days of receiving notice from Employee  
24 Services, the Union may notify the County's designee for labor relations of its desire to  
25 discuss the appropriateness of the pay range assigned.

26 2. If the parties are unable to reach agreement on a wage range, the  
27 matter will be resolved under Article 18 at Step 4 of the grievance procedure.

28 a. At Step 4 the arbitrator may either affirm that the pay range  
29 assigned by the County satisfies the requirements of "Section A" above, or specify the  
30 parameters within which a range would satisfy the criteria.

31 b. The arbitrator's decision will be final and binding and will be

1 retroactive to the effective date established in the County's notice, per "Section V.A.4"  
2 above.

3 **VI. Market Adjustments**

4 The Central Human Resources Manager or his or her designee for classification  
5 and compensation administration may notify the Union in writing that market based  
6 adjustments to the rates and ranges of certain classifications are warranted. Such  
7 adjustments may be implemented upon written approval of the Union.

8 **VII. Permanent Arbitrator**

9 Owing to the technical expertise required to adjudicate disputes relating to  
10 classification allocations and the establishment of pay rates, the parties agree to  
11 maintain William H. Dorsey as arbitrator. The Parties agree to select an alternate West  
12 Coast arbitrator with such technical expertise during the life of this Agreement.

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## ARTICLE 16

### PENSIONS

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#### I. PERS Membership

Employees shall be eligible for participation in the Oregon Public Employees' Retirement System (PERS) pursuant to ORS 238 and subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Public Employees' Retirement Board and Multnomah County pursuant to the provisions of ORS 238.680.

#### II. Sick Leave in Application to Final Average Salary (PERS)

In accordance with the terms and limitations of ORS 238.350 one half (1/2) of the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

#### III. PERS Pick-up

The County shall "pick up" the employee contribution to PERS as permitted by ORS 238.205. Should for any reason the ORS 238.205 "employer pick-up" no longer be legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to September 1, 1998, including but not limited to the terms of compensation for non-PERS members.

#### IV. Retiree Medical Insurance

##### A. Definitions

For purposes of this section, a "retiree" refers to a person who retired from the County on or after the execution date of this Agreement and, at the time of retirement, occupied a position covered by this bargaining unit. For purposes of this section, a "member" refers to an active employee(s) in a position covered by this Agreement.

1           **B. Right to Participate**

2           Except as otherwise provided by this section, retirees may continue to  
3 participate in the County medical plan available to members. Coverage of eligible  
4 dependents uniformly terminates when coverage of the retiree terminates, except as  
5 otherwise required by applicable state or federal law.

6           **C. Choice of Plan**

7           To the extent members are permitted to choose from among two (2) or  
8 more medical insurance plans, retirees shall be permitted to choose between the same  
9 plans under the same conditions and at the same time as apply to members. Retirees  
10 participating in the members' medical insurance plan shall be subject to the application  
11 of any change or elimination of benefits, carrier, administrator or administrative  
12 procedure to the same extent and at the same time as are members.

13           **D. Retiree Responsibilities**

14           The retiree shall be responsible for promptly notifying the Benefits  
15 Administrator (Employee Services Division), in writing, of any changes in the retiree's  
16 current address and of any changes in retiree or dependent eligibility for coverage.

17           **E. Eligibility for County Payment of One Half of Premium**

18           The following terms related to benefit payments, service, and age  
19 requirements shall also apply:

20                 **1. Payment at 58**

21           The County shall pay one-half (1/2) of the monthly medical  
22 insurance premium on behalf of a retiree and his or her eligible dependents from the  
23 retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the  
24 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier,  
25 if the retiree had:

26                         five (5) years of continuous County service immediately preceding  
27 retirement at or after age fifty-eight (58) years, or

28                         ten (10) years of continuous County service immediately preceding  
29 retirement prior to age fifty-eight (58) years, or

30                 **2. Payment at 55 or earlier**

31           The County shall pay one-half (1/2) of the monthly medical

1 insurance premium on behalf of a retiree and his or her eligible dependents from the  
2 retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the  
3 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier,  
4 if the employee had

5 (a) Thirty (30) years of continuous service with employers who are  
6 members of the Oregon Public Employee Retirement System and twenty  
7 (20) or more years of continuous County service immediately preceding  
8 retirement; provided, however that employees employed on or before July  
9 1, 1992, who are eligible for PERS regular retirement with 30 years of  
10 PERS service and twenty (20) years of County service shall be eligible for  
11 County payment of half the medical premium without waiting until age  
12 fifty-five (55) or

13 (b) Ten (10) years of continuous County service immediately preceding  
14 retirement in the event of disability retirement.

15 **F. Eligibility for Medicare**

16 Actual application for Medicare shall not be required for a finding that a  
17 retiree is "eligible for Medicare" under "Subsection E" of this section.

18 **G. Part-Time Prorating**

19 Part-time service in a regular budgeted position shall be prorated as half  
20 for purposes of the service requirements under "Subsection E" of this section. (For  
21 example, part-time service for two (2) months would equal one (1) month toward the  
22 applicable service requirement.)

23 **H. Requirement to Continuously Participate**

24 In addition to the other requirements of this section, continued medical  
25 plan participation or benefit of County contributions is conditioned on the retiree's  
26 continuous participation in the member's medical insurance plan from the time of  
27 retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e.,  
28 50% or 100% as applicable) of the monthly premium. Failure to continuously participate  
29 or make timely and sufficient payment of the applicable retiree portion of the monthly  
30 premium shall terminate the retiree's rights under this section. Payments by retirees of  
31 their portion of the monthly premiums under this section shall be timely if the retiree has

1 directed PERS to regularly deduct his or her portion of the monthly premium from his or  
2 her pension check and remit the proceeds to the County's collection agent, or if the  
3 retiree has directed the County's collection agent to invoice or electronically transfer  
4 funds (EFT) from his or her account. The Employee Services Division shall inform the  
5 retiree at the time he or she signs up for continued medical insurance coverage of the  
6 identity and address of the County's collection agent and shall thereafter inform the  
7 retiree of any change in collection agent at least forty-five (45) days prior to the effective  
8 date of such change.

9 **I. State and Federal Tax Offset**

10 In the event County medical insurance premium payments on behalf of  
11 retirees or their dependents are made subject to state or federal taxation, any additional  
12 costs to the County shall be directly offset against such payments required under this  
13 section. (For example, if the effect on the County of the additional tax is to increase the  
14 County's outlay by an amount equivalent to ten percent (10%) of aggregate monthly  
15 retiree premium, the County's contribution shall be reduced to 40% of premium so that  
16 net County costs will remain unchanged.)

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1

2                                   **ARTICLE 17**

3                                   **DISCIPLINARY ACTION**

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4

5   **I.     Forms of Discipline for Cause and Notice Requirements**

6           Employees may, in good faith for cause, be subject to disciplinary action by oral  
7 or written reprimand, demotion, reduction in pay, suspension, dismissal, or any  
8 combination of the above; provided, however, that such action shall take effect only  
9 after the exempt supervisor gives written notice of the action and cause to the  
10 employee and mails written notice to the Union. Oral or written reprimands do not  
11 require prior written notice.

12   **II.    Definition of Cause**

13           Cause shall include misconduct, inefficiency, incompetence, insubordination,  
14 indolence, malfeasance, or failing to fulfill responsibilities as an employee.

15   **III.   Appeal Rights**

16       **A.     Written Reprimand**

17           Any permanent, non-probationary employee who is reprimanded in writing  
18 shall have the right to appeal the reprimand through Steps 1 and 2 only of the  
19 grievance procedure set out in Article 18.

20       **B.     Reduction in Pay, Demotion, Suspension, or Dismissal**

21           Any permanent, non-probationary employee who is reduced in pay,  
22 demoted, suspended, or dismissed shall have the right to formally grieve within fifteen  
23 (15) days of receipt of the letter imposing disciplinary action. The employee shall submit  
24 the grievance to the supervisor or manager who imposed the discipline. For example, if  
25 the discipline was imposed by a Department Director, the matter would be submitted  
26 directly to the Department Director at Step 2.

27       **C.     Other**

28           Written documents (excluding performance evaluations) given to an employee  
29 that addresses deficient work performance/conduct and is not discipline may be



1 appealed to the department director. Such documents will not be placed in the  
2 employee's personnel file.

3 **IV. Manner of Accomplishing Reprimands**

4 If the County has reason to reprimand an employee, every reasonable effort will  
5 be made to accomplish the reprimand in a manner that will not embarrass the  
6 employee before other employees or the public.

7 **V. No Abridgement of Rights**

8 Nothing in this contract shall be construed to abridge any employee's  
9 constitutional or civil rights. Employees have the right to Union representation. If the  
10 employee so desires, he or she shall be afforded Union representation.

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## ARTICLE 18

### SETTLEMENT OF DISPUTES

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#### I. Purpose

Any grievance or dispute involving the application, meaning or interpretation of this Agreement shall be settled under the provisions of this article.

#### II. Filing a Grievance

A. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or the Union will attempt to resolve the issue informally.

B. A grievance is filed when the grievant or his or her union representative submits a written statement of the grievance at the appropriate step of the grievance procedure. The grievant may use a grievance form provided by the Union or submit a memorandum containing the following information:

1. Name of the grievant(s)
2. The date of filing
3. Relevant facts and explanation of the grievance
4. A list of the articles of the contract allegedly violated
5. A description of remedy sought

C. In order to be timely, grievances must be filed as follows:

1. Disciplinary grievances must be filed within fifteen days after receipt of the letter imposing disciplinary action.

2. Non-disciplinary grievances must be filed within fifteen days of the alleged violation of the contract, or within fifteen days of the date on which either the grievant or his or her representative became aware, or should have become aware, of its occurrence. Whether or not the grievant or the union were aware of the alleged violation, no grievance may be filed more than sixty days from the date of its occurrence. However, the sixty day limitation cited above is not intended to affect the pursuit of grievances regarding alleged ongoing violations of the contract.

3. Grievances regarding the calculation of seniority will be timely filed

1 according to the provisions of Article 21, Seniority and Layoff, "Section VII.B.1"

2 4. For the purposes of this article, as in the rest of this Agreement, "days"  
3 means "calendar days," unless otherwise specified.

4 5. Submissions at each step of the grievance procedure will be  
5 considered timely if they are mailed or delivered by 11:59 p.m. of the last day. Timelines  
6 at any stage of the grievance procedure may be extended by mutual agreement  
7 between the County and the Union.

8 D. Grievances will be filed at Step 1 of the grievance procedure (see  
9 "Subsection 3" below) with the following exceptions:

10 1. The County and the Union mutually agree to filing at a higher step.

11 2. Disciplinary grievances will be filed with the manager or supervisor who  
12 imposed the discipline. If he or she is the department director, the grievance will be  
13 filed at Step 2.

14 3. The following types of grievances will be filed at Step 3:

15 a. Grievances regarding the calculation of seniority per Article  
16 21, Seniority and Layoff, "Section VII.B.1".

17 b. Grievances regarding reclassifications per Article 15,  
18 Classifications and Pay Ranges, "Section IV.D".

19 c. Grievances regarding changes in existing conditions per  
20 Article 24, General Provisions, "Section IV.C";

21 d. Grievances regarding work rules per Article 24, General  
22 Provisions, "Section III.D".

### 23 **III. The Steps of the Grievance Procedure**

#### 24 **Step 1. The Immediate Exempt Supervisor:**

25 Grievances submitted at Step 1 will be filed with the grievant's immediate exempt  
26 supervisor. The grievant's supervisor, or other manager or supervisor appointed by the  
27 department, will respond in writing to the grievant or his or her Union representative  
28 within seven days of receipt.

29 There will be a mandatory meeting either at Step 1 or at Step 2 of the grievance  
30 procedure to formally discuss the grievance. Unless an exception is agreed upon by  
31 the Union and the County, the meeting will be attended by the grievant, the manager

1 and/or supervisor designated by the County, and the steward and/or other Union  
2 representative. If the grievance is a class grievance, a representative employee shall  
3 be deemed the grievant for the purposes of the mandatory meeting.

4 **Step 2. The Department Director:**

5 Grievances submitted at Step 2 and grievances unresolved at Step 1 may be  
6 presented by the grievant or his or her Union representative to the department director.  
7 Unresolved grievances must be submitted within fifteen days after the response is due  
8 at Step 1. The department director will respond in writing to the grievant or his or her  
9 Union representative within fifteen days of receipt.

10 **Step 3. Labor Relations:**

11 Grievances submitted at Step 3 and grievances unresolved at Step 2 may be  
12 presented by the grievant or his or her Union representative to the Labor Relations  
13 Manager or his or her designee. Unresolved grievances must be submitted within  
14 fifteen days after the response is due at Step 2. Labor Relations will respond in writing  
15 to the grievant or his or her Union representative within fifteen days of receipt.

16 **Step 4. Arbitration:**

17 If the grievance has not been answered or resolved at Step 3, the Union may,  
18 within fifteen days after the expiration of the time limit specified in Step 3, request  
19 arbitration by written notice to the County.

20 After the grievance has been submitted to arbitration, the Union shall request a  
21 list of the names of seven (7) arbitrators from the State of Oregon Mediation and  
22 Conciliation Service. The Union and the County shall select an arbitrator from the list by  
23 mutual agreement. If they are unable to agree on a method, the arbitrator will be  
24 chosen by the method of alternate striking of names, the order of striking to be  
25 determined by lot. One day shall be allowed for the striking of each name. The final  
26 name left on the list shall be the arbitrator. Nothing in this section shall prohibit the  
27 Union and the County from agreeing upon a permanent arbitrator or permanent list.

28 The Union and the County agree that no less than five (5) days prior to any  
29 scheduled arbitration hearing, they will mutually exchange copies of all exhibits intended  
30 to be offered at the hearing, except the work product of any attorney or authorized  
31 representative involved.

1 No less than five (5) days prior to the scheduled arbitration, the Union and the  
2 County shall submit to the designated arbitrator a signed stipulation of the issue before  
3 the arbitrator. In the event they are unable to stipulate the issue in dispute, each party  
4 shall, not later than four (4) days prior to the scheduled arbitration, submit to the  
5 arbitrator and the other party a signed statement of the issue that party asserts is in  
6 dispute.

7 The arbitrator shall be requested to begin taking evidence and testimony within  
8 twenty-five (25) days after submission of the request for arbitration; and the arbitrator  
9 shall be requested to issue his or her decision within thirty (30) days after the conclusion  
10 of testimony and argument. The Union and the County hereby vest the arbitrator with  
11 authority to compel the attendance of witnesses on behalf of either party by issuance of  
12 a subpoena, the cost of which shall be borne by the party requesting the subpoena.

13 The arbitrator's decision shall be final and binding, but he or she shall have no  
14 power to alter, modify, amend, add to, or detract from the terms of this Agreement. The  
15 arbitrator's decision shall be within the scope and terms of the Agreement and in writing.  
16 Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days  
17 prior to the date the grievance was first filed, and it shall state the effective date of the  
18 award.

19 Expenses for the arbitration shall be borne by the losing party. Each party shall  
20 be responsible for compensating its own representatives and witnesses. If either party  
21 desires a verbatim recording of the proceedings, it may cause such record to be made,  
22 on the condition that it pays for the record and makes copies available without charge to  
23 the other party and/or the arbitrator.

24 Any time limits specified in the grievance procedure may be waived by mutual  
25 consent of the parties. A grievance may be terminated at any time upon receipt of a  
26 signed statement from the aggrieved party that the matter has been resolved.

27 **IV. Representation of Employees**

28 **A. The Union as Exclusive Representative**

29 1. The Union is the exclusive representative of bargaining unit  
30 employees with respect to conditions of employment governed by this Agreement under  
31 the State of Oregon Public Employees Collective Bargaining Act.

2. Attorneys who do not represent the Union or the County may appear at grievance meetings and hearings only at the mutual consent of the Union and the County.

3. An employee may file a grievance through Step 3 of the grievance procedure without the assistance of the Union; however, departure from the grievance procedure described herein shall automatically nullify the Union's obligation to process the grievance. Also, whether or not the employee seeks Union assistance, the Union must be given the opportunity to be present when a settlement offer is made, and any settlement must be consistent with the terms of this Agreement.

**B. Stewards**

**1. Definition and designation**

Employees selected by the Union as employee representatives shall be known as "Stewards". The names of the stewards and the names of other union representatives who may represent employees, shall be certified in writing to the County by the Union.

**2. Processing of grievances by stewards**

a. Upon notification to the grievant's supervisor of the name of the grievant and the tentative cause of the grievance, or the name of the subject of a disciplinary investigatory interview, the steward(s) responsible for the grievant's work area may investigate and process a grievance(s) at the work site during working hours without loss of pay, or in the case of an investigatory interview, participate in such interview without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.

b. Employees meeting with their steward to process a grievance will also be permitted to do so without loss of pay during working hours.

c. A steward may not process a grievance in any other work area than the one to which he or she is assigned by the Union unless mutually agreed by the Department and the Union.

**3. Chief stewards**

A chief steward shall be assigned in each department by the Union. When there is no steward assigned to the grievant's work area, the regular steward is

1 unavailable, or by mutual agreement between the Union and the Department, the  
2 assigned chief steward may process a grievance in accordance with "Section IV.B"  
3 above. When a chief steward is unavailable or by mutual agreement between the Union  
4 and the Department, the Union may designate a Union officer to act as chief steward.

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2                                   **ARTICLE 19**  
3                   **MODIFICATION OF WORK PERFORMED**  
4                   **BY THE BARGAINING UNIT:**  
5           **CONTRACTING, INTERGOVERNMENTAL AGREEMENTS,**  
6                   **AND USE OF VOLUNTEERS**

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7   **I.     Contracting**

8       **A.   Limitations on Contracting**

9           The County may contract or subcontract out work performed by employees  
10   in this bargaining unit regardless of impact on employees, including but not limited to  
11   layoff. In any instance in which such contracting or subcontracting would result in layoff,  
12   however, and the County is unable to find suitable or comparable alternative employment  
13   for the employees, this contracting or subcontracting will occur only if it was anticipated  
14   and considered as a part of the budgeting process and the Union Business  
15   Representative and/or President has been notified of the specific plan and its probable  
16   impact at least thirty (30) days prior to adoption of the annual budget, referred to as the  
17   "Adopted Budget", or formal Board consideration of budget modifications.

18       **B.   Meeting with the Union**

19           1.   Layoffs. The County agrees to meet with the Union to discuss the effect  
20   of proposed contracting out or sub-contracting which would result in layoff  
21   prior to the presentation of the proposal to the Board for adoption. The  
22   County further agrees to meet with the Union, at its request, to explore the  
23   alternative of work force reduction by attrition.

24           2.   Contract Reviews. Parties agree to meet during the term of this  
25   agreement for the purpose of reviewing work that is contracted out, such as



1 custodial work and the feasibility of such work being performed by bargaining  
2 unit employees.

3 **C. No Interference with Contract**

4 Any contracting out of bargaining unit work under the terms of this article  
5 shall be bound exclusively by the exercise of the discretion of the Board of County  
6 Commissioners, and any appropriate elected executive, subject only to the limitations of  
7 this article and laws in effect at the time of execution of this Agreement. This exercise of  
8 discretion shall specifically not be bound by the requirements of any Initiative Petition, or  
9 law promulgated thereto, which becomes effective subsequent to the execution of this  
10 Agreement.

11 **II. Intergovernmental Agreements**

12 The County agrees to notify the Local 88 Business Agent and/or President when an  
13 Intergovernmental agreement which would effect the transfer of employees to or from the  
14 County is placed on the Board agenda. The County also agrees to provide Union with a  
15 specific plan and its probable impact relative to Intergovernmental Agreements involving  
16 employee transfer, when such Agreements are anticipated, at least thirty (30) days prior to  
17 formal Board consideration of budget modifications or the Board's adoption of the annual  
18 budget related to such a transfer.

19 **III. Rights and Benefits of Employees Involved in Consolidation, Merger, and**  
20 **Acquisition of Positions**

21 A. The County and the Union recognize the provisions of ORS 236.610 through  
22 236.650 in the event an employee of the County is transferred to another public employer  
23 as defined under ORS 236.610(2) for reason of merger, consolidation or cooperation  
24 agreement.

25 B. All employees acquired by the County as a result of merger, consolidation,  
26 cooperation agreement, or acquisition of a facility, shall be entitled to all rights and

1 benefits granted employees under this Agreement and ORS 236.610 through 236.650.

2 **IV. Volunteers**

3       The County shall have the right to use volunteers at any time for any purpose. If a  
4 volunteer program is instituted which the Union reasonably believes may lead to employee  
5 layoffs, the County shall at Union request meet and confer concerning alternatives which  
6 would eliminate or mitigate adverse impact on employees.

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**ARTICLE 20**  
**WORKLOAD AND STANDARDS,**  
**TRAINING, PERFORMANCE EVALUATION, AND ORGANIZATIONAL**  
**EXCELLENCE**

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**I. Workloads and Standards**

It is the County's right to establish the workload for employees. In addressing the assigned workload the employee's supervisor may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be posted or individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards, in advance of the work period in question.

**II. Employee Development and Training**

A. Any time an employee is specifically required by management to participate in any development and training program shall be considered time worked for pay purposes, and all tuition, texts, training materials, and other expenses incident to such employee's participation shall be assumed by the County.

B. The County may subsidize employee participation in non-mandatory training or education based on relevance to the employee's job, budgetary limitations, and managerial priorities.

1. The subsidy may be made in the form of a partial or total reimbursement for expenses and/or time off with pay for part or all of the time required to attend.

2. Employees may obtain information on how to apply for training or educational subsidies from their Departmental Human Resource Office.

3. If approved prior to enrollment, reimbursements will be made within 30 days of successful completion of the training or coursework, provided the employee has

submitted verification as required under department policy.

**III. Performance Evaluation**

A. The County may implement and maintain performance evaluation processes involving members of the bargaining unit.

B. Employees will have the right to attach a response to any evaluations in their personnel files.

C. No evaluations or employee responses will be admissible in any disciplinary or arbitration hearing.

D. All performance evaluations shall be signed by the employee's exempt supervisor, who shall bear ultimate responsibility for the content of the evaluation.

**IV. Organizational Excellence**

The parties are committed to the continuation of Labor Management cooperation as represented by the ERC process, as well as support of the RESULTS Initiative. (RESULTS: Reaching Excellent Service Utilizing Leadership and Team Strategies.) To further support this process:

**A. Joint Training**

Joint training shall be provided on an annual basis to all shop stewards and representative managers and supervisors on matters related to contract administration and the management of problem employees and teams. The purpose of this training will be to develop mutual understanding of basic processes and role. Additionally, to support team development and Quality initiatives, such training will involve appropriate group process and Quality components.

**B. Employee Participation and Teams**

It is understood that many of the terms of this Agreement are based on an individual rights and obligation model. The parties recognize that employees are increasingly involved in employee participation processes and working in teams. In such instances, as issues arise from these processes which may involve the terms of this Agreement, the parties will meet upon the request of either party to discuss any appropriate action. Mutually agreeable terms of any needed exceptions and understandings shall be in conformance with Article 26, Entire Agreement.

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## ARTICLE 21

### SENIORITY AND LAYOFF

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#### I. Definitions

##### A. Layoff:

A reduction in force in classification for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

##### B. Continuous Service:

Means uninterrupted employment with Multnomah County subject to the following provisions:

1. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

2. Continuous service is terminated by voluntary termination, involuntary termination due to expiration of a recall list, removal from a recall list after layoff pursuant to "Section IV.D" of this article, or discharge for cause.

##### C. Bumping:

The displacement of the least senior regular employee by another regular employee within the department with more seniority within the classification.

##### D. Equivalent Classification:

Refers to matching by the Employee Services Manager or his/her designee of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.

##### E. Classification Previously Held:

Refers to a classification or its equivalent in which the employee gained regular status and for which he or she continues to qualify.

##### F. Regular Employee:

Refers to the status a classified employee acquires after successful

1 completion of the probationary period for the classification to which the employee was  
2 appointed.

3 **G. Lateral Classification:**

4 Refers to a classification or its equivalent which has the same top step as  
5 the employee's current classification.

6 **H. Affected by Layoff:**

7 Refers to an employee who was demoted, laid off, or reassigned as a result  
8 of a layoff process under the provisions of this article.

9 **I. Permanent Appointment:**

10 Refers to the appointment of an employee to a budgeted position from a  
11 certified list of eligibles.

12 **II. Seniority**

13 **A. Seniority will be determined as follows:**

14 1. The total length of continuous service within the affected job  
15 classification and its equivalent within the County; if a tie occurs, then

16 2. Total length of continuous service within the County; if a tie occurs,  
17 then

18 3. Test score on the Civil Service Examination, if available, for the  
19 classification; if a tie occurs or if the test scores are not available, then

20 4. It shall be broken by lot in a manner to be determined by the  
21 Employee Services Division.

22 **B. In computing seniority for regular employees, the following factors will**  
23 **be taken into account:**

24 1. Part-time work within the same or equivalent classification will count  
25 on a full-time basis.

26 2. Time spent in an abolished classification that has a current equivalent  
27 will count toward seniority in the equivalent classification.

28 3. Time on authorized leave taken with pay will count.

29 4. When an authorized leave without pay exceeds 30 days, no time  
30 spent on that leave will count.

31 5. Time spent in unclassified appointment status will not count, except

1 for purposes of vacation accrual.

2 6. Time spent in on-call status will not count.

3 7. Temporary time, limited duration time and working out of class time  
4 that exceeds thirty (30) days shall be taken into account in the following manner:

5 a. **Prior to permanent appointment**

6 All continuous, contiguous service that meets the following  
7 guidelines shall count:

8 1. Service in a position which has been classified or formally  
9 labeled the same as the classification to which the employee is appointed; or

10 2. Service with duties substantially the same as the  
11 classification to which the employee is appointed. The determination of whether the duties  
12 were "substantially the same" must be a reasonable one on the part of the County.

13 b. **After permanent appointment**

14 All continuous, contiguous service on a temporary promotion  
15 shall count toward seniority in the immediately previous classification, except in cases in  
16 which the promotion becomes permanent immediately following the temporary  
17 appointment; in these cases the time will be counted toward the classification to which the  
18 employee is promoted.

19 8. When a layoff exceeds 30 days, no time spent on layoff will count.

20 9. Time spent in a trainee capacity, e.g., in state or federal trainee  
21 programs, will not count.

22 10. Time spent working for another government in an equivalent  
23 classification will count if the employee was transferred to Multnomah County pursuant to  
24 ORS 236.610 through 236.650.

25 11. Seniority shall be forfeited by discharge for cause, voluntary  
26 termination, or, after layoff, by removal from all recall lists pursuant to "Section IV" of this  
27 article.

28 12. Time spent on a probationary period that is not completed will count  
29 toward the employee's previous classification, if any unless such probationary period was  
30 in a classification outside the Local 88 bargaining unit, then such time will not count if such  
31 period is in excess of six months. Time spent on a trial service period after lateral transfer

that is not completed will be counted toward the previous classification.

13. Time spent in all higher classifications shall be combined with time spent in the present classification and its equivalents to compute seniority.

14. Current rules for calculation of seniority as contained in this article do not alter seniority determinations under prior Local 88 contracts.

### **III. Layoff Rules**

The County will notify regular employees affected by layoff of their reassignment or layoff, according to the provisions of this section.

#### **A. Reassignment of Regular Employees During a Layoff**

Layoffs will be identified by classification within the affected department. Employees holding positions that perform functions to be discontinued will be subject to the following in order of seniority:

1. Reassignment to a position in the same classification, or if the employee does not have enough seniority, then

2. Reassignment to a position in a classification previously held at the employee's current level, or if the employee does not have enough seniority, then

3. Demotion to a position in a classification previously held, or if the employee does not have enough seniority, then

4. Change of status between full-time and part-time, or if the employee does not have enough seniority, then

5. Layoff.

#### **B. Restrictions on Inter-Departmental Transfers**

Employees shall not have any rights over other employees working under permanent appointment in another department and may transfer to a vacancy in another department only under the provisions of the Personnel Rules, Rule 15, Transfer and/or Article 22, Shift and Work Assignment.

#### **C. Non-Regular Employees During a Layoff**

1. Within an affected classification and department, temporary, non-regular probationary, and other employees who do not have classified status and who are occupying budgeted positions will be terminated before employees with classified status are affected by layoff. Employees without status who are terminated will not be placed on



recall lists and do not have bumping rights.

2. An employee who has not completed a probationary period following promotion to a classified position and is affected by layoff shall be returned to the position previously held.

3. Probationary employees terminated or demoted in accordance with "Subsection 2" and "Subsection 3" above will be placed on reinstatement lists for one year from the date of their termination or demotion. They may, at the County's discretion, be reinstated to their former classification if there are no regular employees who are on a recall list for that classification. Probationary employees who are reinstated will be treated as if they have been on a leave of absence from the classification for purposes of computing seniority and length of probationary period.

4. Employees will not be placed in a classification with a higher maximum salary except by normal promotion procedures.

**D. Layoff Processing for Employees on a Leave of Absence Without Pay**

**1. Employee notification**

Employees who are on a leave of absence without pay which is scheduled to continue after the layoff effective date and whose classifications are expected by the County to be affected by an upcoming layoff process will be notified in writing and given an option to return from leave.

**2. Use of positions during the layoff process**

If no response is received by the County within five days of written notification, or if the employee declines to return from leave of absence, or if the employee is unable to return from leave of absence, the position from which the employee is on leave of absence will be treated as a vacant position during the layoff process and will be available to be filled by another employee who is affected by the layoff process, according to the provisions of this article.

**3. Return from family medical leave without pay**

After a layoff process affecting the employee's classification has occurred, employees who are on Family Medical Leave without pay immediately prior to returning to work will return to the position formerly held, and the employee occupying that position will be reassigned according to seniority pursuant to this article.

1                   **4. Return from other leave without pay**

2                   After a layoff process affecting the employee's classification has  
3 occurred, employees not on Family Medical Leave without pay immediately prior to  
4 returning to work will be reassigned according to seniority pursuant to this article.

5                   **5. Recalculation of seniority after leave of absence without pay**

6                   All employees on leave of absence without pay that exceeds thirty  
7 (30) days will have their seniority recalculated upon their return from leave so that none of  
8 the time on the leave of absence without pay counts toward seniority per "Section II.B.4" of  
9 this article.

10                  **E. The Bumping Process**

11                  1. Vacancies that are created and approved by the Board of County  
12 Commissioners to be effective the day following the layoff date shall be treated as  
13 vacancies available during a layoff process.

14                  2. Reassignment of employees to vacant positions, if available, will  
15 always take precedence over their bumping another employee; where multiple vacancies  
16 are available, the County will reassign the employee to one.

17                  3. If bumping is necessary, the least senior employee in the affected  
18 classification in the department will be bumped.

19                  4. If demotion is necessary, employees will be demoted to the  
20 classification previously held that results in the least reduction in pay; if the reduction in  
21 pay is equal, employees will be demoted to the position that affords the greatest seniority.

22                  5. Full time employees will be reassigned only to full time positions and  
23 part time employees will be reassigned only to part time positions, unless reassignment to  
24 the other status is the only available option other than layoff.

25                  6. Shift assignment will not have an effect on the layoff process.

26                  7. Employees who are reassigned to a position pursuant to these  
27 provisions and do not accept that position will be deemed to have resigned.

28                  8. Employees may not be reassigned to positions under this article  
29 unless qualified to perform the duties of that position. Employees may be denied rights  
30 otherwise available under these provisions only if they lack knowledge, skills or abilities  
31 required for the position that are not easily learned on the job within ninety days.

1 Employees may be required to take and pass qualifying examinations in order to establish  
2 their rights to specific positions.

3 **IV. Notice and Recall List**

4 A. Employees who are subject to reassignment, demotion, or layoff pursuant to  
5 the provisions of this article shall receive a notice in writing at least fifteen days prior to  
6 such action. The notice shall state the reason for the action and shall further state that the  
7 action does not reflect discredit on the employee. The Union will be provided a copy of the  
8 notice.

9 B. Employees who are laid off, demoted, or reassigned to a lateral classification  
10 and/or reassigned between full-time and part-time status will be placed on the recall lists,  
11 according to seniority. Employees will be placed on all the recall lists that meet the criteria  
12 below. (For example, employees who are demoted and reassigned from full-time to part-  
13 time will be placed on the recall lists for full-time appointment in the current classification,  
14 for part-time appointment in the higher classification, and for full-time appointment in the  
15 higher classification):

16 1. Employees who are laid off will be placed on the recall list for the  
17 classification held by the employee at the beginning of the layoff process .

18 2. Employees who are demoted will be placed on the recall list for all the  
19 classifications held by the employee at the beginning of the layoff process to, but not  
20 including, the one the employee demoted to.

21 3. Employees who are reassigned to a lateral classification or to a  
22 classification previously held will be placed on the recall list for the classification held by  
23 the employee at the beginning of the layoff process.

24 4. Employees who are reassigned from full-time to part-time will be  
25 placed on the list for recall to full-time assignment.

26 5. Employees who are reassigned from part-time to full-time will be  
27 placed on the list for recall to part-time assignment.

28 C. Employees who are reassigned to positions in the same classification,  
29 resign, or elect to retire will not be placed on recall lists.

30 D. Employees will remain on a recall list for twenty-four months from the date of  
31 placement on the list. Within that time period, employees will be removed from the recall

list only under the following circumstances:

1. Upon written request of the employee; or
2. Upon their retirement; or
3. Upon acceptance of permanent recall from the list; or
4. Upon declining an offer of permanent recall; or
5. Upon the employee's failure to respond to a certified letter sent to the employee's last known address within fourteen days of mailing; or
6. Disciplinary termination for cause.

E. Employees who are laid off and are on recall list(s) and return to permanent County employment for any reason will be treated as if they have been on a leave of absence without pay for the purpose of computing seniority.

#### **V. Recall**

A. Employees on a recall list will be certified in order of seniority, before applicants who qualify through examination, provided they are qualified to perform the duties of the position. Employees on a recall list shall be offered appointment to vacancies, in order of seniority, except when they lack knowledge, skills or abilities required for the position that are not easily learned on the job within ninety days. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions. The hiring manager is required to state in writing what qualification(s) the employee lacks that the position requires. The employee will remain on the recall list for certification to other vacancies during his or her term of eligibility.

B. Failure to recall an employee, except as provided above, will be deemed a dismissal of that employee for cause and will be reviewed and processed according to the provisions of Article 17, Disciplinary Action.

#### **VI. Seniority Application**

A. The above terms for determination of seniority shall apply not only to the layoff process, but also to other situations in which seniority is applied, including total service for the purpose of vacation accrual rates.

B. For purposes of vacation bidding, the employee's original date of hire with the County pursuant to "Section II.B" of this article, shall be used to determine vacation selection in accordance with Article 8, Vacation Leave, "Section V".

C. Seniority determinations shall have no application to retirement matters.

D. The County agrees to make available to the Union upon request copies of any personnel list the County maintains regarding seniority or classification changes.

**VII. Posting Process**

**A. Seniority List Posting**

Lists showing seniority within the County and seniority within classification shall be provided to the Union and posted on all Union bulletin boards on or about March 1 of each year or anytime an employee or employees are notified that their position(s) is being eliminated..

**B. Seniority List Appeal Process**

**1. Errors on new lists**

Employees who have concerns about the calculation of their seniority shall notify Central Human Resources with a copy to the Union. If an employee's concerns remain unresolved, the Union may file a formal written grievance at Step 3 of the grievance procedure within thirty (30) days of his or her initial consultation with Central Human Resources. If no grievance is filed within that time, the seniority calculation is deemed correct. A grievance may be filed only with respect to seniority accrued since July 1, 1998.

**VIII. Seniority of and Bumping by Exempt Employees and Other Bargaining Units**

A. The only exempt employees, confidential employees or members of other bargaining units, who may bump into the bargaining unit are those who are in the Classified service and who have previously been a member of the Bargaining Unit or in a classification which subsequently became part of these units .

B. Only time served the bargaining unit shall apply for bumping purposes.

**IX. Special Provisions to Save Employees From Layoff**

It is recognized by the parties that employees who are to be laid off or involuntarily demoted because of their seniority within a classification within a department face difficult circumstances in being placed in alternative employment within the County. Any such employee who is placed in a classification not previously held shall be subject to a trial service period of ninety days to demonstrate his or her ability to perform or fulfill the requirements of the new classification. Employees who, in the

1 opinion of the County, are unsuccessful during this ninety day trial service period will be  
2 removed from their new classification and placed on the appropriate recall list. Such  
3 employees shall continue to be eligible for placement under the provisions of this  
4 section as long as alternative employment opportunities are being explored by  
5 management for affected employees.

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**ARTICLE 22**  
**SHIFT AND WORK ASSIGNMENT**

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**I. Vacancy**

A vacancy shall exist when:

A. The employee assigned to a budgeted position abandons such position because of transfer, promotion, or demotion to another position or County agency; or upon voluntary or involuntary termination of County employment;

B. Additional budgeted positions are allocated;

C. Workload requirements necessitate reallocation of duties for a period in excess of ninety (90) days, as, for example, a training assignment or assignment to another unit with a workload issue;

D. When an employee is on unpaid leave that will exceed ninety (90) days.

**II. Temporary and Short Term Work Assignments**

**A. Ninety Days or Less (Short Term Assignments) & Employee Rotation Plans**

Work assignments and employee rotation plans of ninety (90) days or less shall be solely at the discretion of management. Following such a short term assignment, the employee will be returned to his or her permanent assignment.

To further employee development or motivation, the County may rotate employees in the same classification between job assignments within a work unit or between work units, subject to the following limitations:

A. Any such rotation plan shall be posted ten (10) days in advance with a copy provided to the Union.

B. The terms and criteria of the rotation plan shall apply to all employees in the affected job classification within a work unit or work units.

**B. Six Months or Less (Temporary Assignments)**

If the work assignment is for more than ninety (90) days, but no longer than six (6) months, it shall be deemed a temporary assignment, and shall be filled in

the following manner:

1. Management will provide employees a notice of the assignment, the person to contract, and the deadline for consideration.

2. The assignment may be made on the basis of seniority, expressions of preference or by other job related criteria established by management.

3. Following such a temporary assignment, the employee will be returned to his or her permanent assignment.

### **III. Permanent Shift/Work Assignment**

A permanent vacancy is a vacancy determined by management to be for a duration of over six (6) months. Whenever there is more than one shift or work assignment within the same job classification within a work unit, permanent vacancies shall be filled in the following manner:

A. Management will provide employees a notice of such vacancy, the person to contact, and the deadline for consideration.

B. The vacancy shall be filled on the basis of seniority provided the employee is able to perform the work in question and has indicated his or her preference in writing. Exceptions to seniority preference assignment may be made in the following situations:

1. In regard to work assignment only, when a less senior employee is substantially more qualified for the position in question.

2. In regard to work assignment only, when a less senior employee is assigned a job for reasons other than in (1) above, such reasons shall be put in writing by the manager making the assignment. Such assignment shall not be for arbitrary or capricious reasons.

3. In regard to both shift and work assignment, where bona fide job-related requirements for a balance of experienced and non-experienced personnel exists between shifts or work assignments in a work unit, management may temporarily delay the senior employee's shift or work assignment until new or less senior employees obtain necessary experience.

C. In the event no expression of preference exists for a shift or work assignment, management may fill a vacancy with the least senior qualified employee in



1 the work unit. Involuntary changes in shift assignment shall require ten (10) days'  
2 advance written notice to the affected employee.

3 D. When a new work assignment with substantially different duties is created,  
4 it shall be posted for ten (10) days to permit employees to indicate their preference for  
5 the assignment.

#### 6 **IV. Transfers**

7 Following the work assignment process within a Department, if the classification  
8 is utilized elsewhere in the County, the three most senior employees in the same  
9 classification who are qualified for and interested in the specific position shall be  
10 interviewed for the vacancy, provided they have requested consideration for a transfer  
11 as required under Personnel Rule 15.

#### 12 **V. Trial Service Periods**

13 Upon appointment to a new permanent work assignment, including transfers, and  
14 specifically including any lateral transfer to another classification, the employee will  
15 serve a trial service period of one hundred and twenty (120) days to demonstrate his or  
16 her ability to fulfill the requirements of the assignment. If the employee does not  
17 satisfactorily fulfill the requirements of the assignment, such employee will be returned  
18 to his or her previous work assignment. Such determination of satisfactory performance  
19 within the one hundred and twenty (120) day trial service period will be made by  
20 management.

#### 21 **VI. Work Unit and Work Assignment Determination and Specification**

##### 22 **A. Departmental Determination**

23 Each Department, either directly at the Departmental level, or by  
24 delegation, shall determine the work units and work assignment structure of its  
25 organization and may change this determination from time to time to reflect changes in  
26 the organization's structure and/or needs. For example, a Department which has  
27 defined its service delivery sites as work units, and major functions within those sites as  
28 work unit assignments, may choose to treat the entire Department as a work unit with  
29 the site locations as work assignments. Whenever practicable, to ensure  
30 communication with employees and discussion of the implementation process and/or of  
31 alternatives, the Department will notify the Union thirty (30) days in advance of any

1 planned change in the determination of work units.

2           When Changes in the Department structure and/or needs result in the  
3 need to make changes to employees geographic work locations, shift or days,  
4 management will seek qualified volunteers from the affected geographic work location.  
5 If there are no qualified volunteers for the change, the least senior qualified employee at  
6 that location shall be moved with no less than a fifteen (15) working day notice period.

7           **B.    Listing of Units**

8           In order to assist the Union in enforcing the terms of the Agreement both  
9 in this article as well as in others, the County will provide no later than April 1 of each  
10 year a comprehensive listing of all work units within the County by Department.

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**ARTICLE 23**  
**PERSONNEL RULES AND RECORDS**

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**I. Personnel Rules**

Changes to the Personnel Rules will be submitted to the Union for review and recommendation prior to their adoption.

**II. Personnel Records and Information**

**A. Definition**

For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by the Employee Services Division and/or by the employee's department or division.

**B. Access to Personnel File Materials**

1. An employee or his or her representative, with the written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative will be given a copy of any materials in the employee's personnel file.

2. An employee will be given a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

**C. Removal of File Materials**

**1. Letters of reprimand**

An employee may request and have removed from his or her personnel file any letter of reprimand which is more than two (2) years old.

Oral reprimands will not be memorialized in writing and will not be places in employee personnel files.

**2. Letters imposing other discipline**

**a. Single disciplinary acts**

A single letter imposing discipline more severe than a letter of reprimand which is more than five years old will be removed from an employee's

1 personnel file upon his or her request.

2 **b. Multiple disciplinary acts**

3 If there is more than one letter imposing discipline which is  
4 more severe than a letter of reprimand on file, none of the letters may be removed until  
5 the most recent letter is more than five years old. At that time it and all previous  
6 disciplinary letters will be removed from the employee's personnel file upon request.  
7 For the purposes of this subsection "letter" includes all attachments.

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## ARTICLE 24

### GENERAL PROVISIONS

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#### I. No Discrimination

##### A. Contractually Prohibited Discrimination

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender identity, source of income or family status. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

2. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement; provided that this responsibility shall be limited to those matters under the Union's influence or control, including but not limited to the behavior of shop stewards and the contents of Union bulletin boards.

##### B. Legally Prohibited Discrimination and County Complaint Procedure

The County will maintain a complaint procedure for allegations of discrimination in violation of law.

#### II. No Prejudicial Harassment

##### A. Prejudicial Acts Prohibited

The County and the Union shall not condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or expressed that are offensive to persons with disabilities, racial minority persons, persons having certain religious preferences or sexual orientation, or gender identity, or persons of a certain national origin or certain familial status or source of income.

##### B. Sexual Harassment Prohibited

No employee(s) shall be subjected to unwelcomed sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature

1 that is offensive, hostile or intimidating that interferes with the work performance of such  
2 employee(s).

3 **III. Rules**

4 A. All work rules shall be subject to discussion with the Union before  
5 becoming effective.

6 B. The County will provide new employees a copy of the Agreement and  
7 applicable rules at time of hire.

8 C. The County agrees to furnish each affected employee in the bargaining  
9 unit with a copy of all changes to work rules within thirty (30) days after they become  
10 effective.

11 D. Any dispute as to the reasonableness of any new rule, or any dispute  
12 involving discrimination in the application of new or existing rules may be resolved  
13 through the grievance procedure beginning at Step 3.

14 E. Except in emergencies, all work rules shall be posted on bulletin boards  
15 for a period of ten (10) consecutive work days prior to becoming effective.

16 **IV. Changes in Existing Conditions**

17 A. For the purpose of this Agreement, the term, "existing working conditions,"  
18 means practices which have been:

- 19 1. Consistent;  
20 2. Clearly acted upon; and  
21 3. Readily ascertainable over a reasonable period of time as mutually  
22 accepted by the parties.

23 B. Existing working conditions shall be changed only after the Union has  
24 been afforded opportunity to make suggestions and shall not be for arbitrary or  
25 capricious reasons. The County shall post changes in existing working conditions  
26 prominently on all bulletin boards for a period of not less than fourteen (14) days before  
27 the changes are to be effective.

28 C. Disputes regarding the change of existing working conditions shall be  
29 resolved through the grievance procedure beginning at Step 3.

30 D. No payment of monies made in error, or not authorized by proper  
31 authority, shall be considered an existing condition. Such payments shall be governed

1 by Article 14, "Section VIII".

2 E. Conditions relative to and governing working conditions of a particular  
3 nature are contained in Addenda B through G to this Agreement, which are attached  
4 and by this reference made a part hereof as though fully set forth herein.

5 **V. Uniforms and Protective Clothing**

6 **A. Application to Employees Generally**

7 If an employee is required to wear a uniform, protective clothing, or any  
8 type of protective device, such uniform, protective clothing, or protective  
9 device shall be furnished by the County; the cost of initial tailoring and repair of the  
10 uniform or protective clothing, or device shall be paid by the County, in accordance with  
11 the current practice.

12 **B. Coveralls and Boots**

13 All Heavy Equipment Operators, when required to service heavy  
14 equipment on the job, shall be provided coveralls laundered as needed by the County.  
15 Employees who are working under such conditions as to make protective rubber boots  
16 necessary shall be provided with those boots by the County. Coveralls or smocks will  
17 be provided in other jobs in accordance with existing practices.

18 **VI. Loss of Personal Property**

19 **A. Procedure for Advancing Claims**

20 Employees who suffer a loss of personal property on County premises  
21 shall be provided a claims form by the Risk Management Division upon request.  
22 Premises, for this purpose, are defined as County facilities and vehicles. The Risk  
23 Management Division shall provide the requesting employee with a determination in  
24 writing by the County of the legal liability the County may have in the matter. The  
25 County will pay claims for which it determines it has legal liability.

26 **B. Exclusion of Personal Vehicles**

27 Personal vehicles are expressly excluded from this provision. Loss or  
28 damage to employees' personal vehicles are the sole responsibility of the employee.

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**ARTICLE 25**  
**SAVINGS CLAUSE AND FUNDING**

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**I. Savings Clause**

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

**II. Funding**

The parties recognize that revenue needed to fund the wages and benefits and budget related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget related conditions are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Committee. The County has no intention of cutting the wages, benefits, or budget related existing conditions specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

The Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages, benefits, and budget related existing conditions provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to established budget procedures under Oregon law.

In the event of a delay in such certification, the County will make every reasonable effort to correct whatever budget deficiencies that exist, if any, in order to obtain certification. Retroactive monetary adjustment shall be made if any scheduled economic improvement is delayed due to a delay in certification, unless otherwise



precluded by State or Federal law or administrative regulation.

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**ARTICLE 26**  
**ENTIRE AGREEMENT**

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The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by Article 4, Management Rights, unless such rights are specifically limited by the Multnomah County Code 3.10 or its successor and the Personnel Rules. The County and the Union for the life of the Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Union and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

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1  
2                   **ARTICLE 27**  
3                   **TERMINATION**

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4  
5           This Agreement shall be effective as of the First day of July, 2001, unless  
6 otherwise provided herein, and shall remain in full force and effect through the 30th day  
7 of June, 2004, and shall be automatically renewed from year-to-year thereafter, unless  
8 either party shall notify the other in writing no later than January 31, 2004, that it wishes  
9 to modify the contract for any reason. The contract shall remain in full force and effect  
10 during the period of negotiations.

IN WITNESS WHEREOF. The Parties hereto have set their hands this 23<sup>rd</sup> day of August 2001

MULTNOMAH COUNTY EMPLOYEES  
UNION, LOCAL 88, AFSCME, AFL-CIO:

MULTNOMAH COUNTY, OREGON  
CHAIR

By Joseph J. DeLoe  
President

By Arnie M. L.  
County Chair

By \_\_\_\_\_  
Vice President

MULTNOMAH COUNTY, OREGON  
BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Secretary

By Maria Rojas de Steffey  
Commissioner

By \_\_\_\_\_  
Treasurer

By Lise Nait  
Commissioner

By Jim Younger  
Jim Younger  
Council Representative  
AFSCME Council 75

By Serena Cruz  
Commissioner

By Tomie Roberts  
Commissioner

By [Signature]  
County Auditor

NEGOTIATED BY:

By: \_\_\_\_\_  
Gail Parnell, DSS Deputy Director  
Multnomah County, Oregon

By Michael D. [Signature]  
District Attorney

REVIEWED:  
Thomas Sponsler, County Attorney  
For Multnomah County, Oregon

By Dan Noble  
Sheriff

By Thomas Sponsler

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1  
2                                   **ADDENDUM A**  
3                   **CLASSIFICATIONS INCLUDED IN THE**  
4                   **BARGAINING UNIT**  
5                   **WITH PAY RANGES**

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6  
7   **I.     Listing of Classifications**

8           Classifications included in the bargaining unit are listed by title in Table I.  
9   Bargaining Unit Classifications and Wage Ranges, July 1, 2001.

10           It is understood between the parties that the attached listings of bargaining  
11   unit classifications and pay ranges are a good faith effort at a comprehensive listing of  
12   all classifications and salary ranges in effect on July 1, 2001. These listings are subject  
13   to correction if errors in inclusion, exclusion or calculation are discovered.

**Local 88, Addendum A**  
**Classification Rates and Ranges Table**  
**Rates shown represent 3% COLA effective July 1, 2001**

JCN	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6054	ADMINISTRATIVE ASSISTANT	15.98	16.45	16.95	17.46	17.98	18.52	19.08	19.65	0.00	0.00
6005	ADMINISTRATIVE SECRETARY	14.44	14.88	15.32	15.77	16.26	16.74	0.00	0.00	0.00	0.00
6291	ALCOHOL/DRUG EVALUATION SPEC	16.13	17.06	17.60	18.69	19.25	20.38	21.16	22.01	0.00	0.00
6062	ANIMAL CARE AIDE	9.90	10.17	10.48	10.78	11.11	11.44	0.00	0.00	0.00	0.00
6065	ANIMAL CARE TECHNICIAN	12.66	12.98	13.34	13.77	14.23	14.67	0.00	0.00	0.00	0.00
6069	ANIMAL CONTROL AIDE	11.24	11.51	11.83	12.21	12.52	12.90	0.00	0.00	0.00	0.00
6072	ANIMAL CONTROL DISPATCHER	12.46	12.85	13.23	13.62	14.00	14.46	0.00	0.00	0.00	0.00
6071	ANIMAL CONTROL OFFICE ASST	11.34	11.70	11.95	12.30	12.66	13.01	13.39	13.79	0.00	0.00
6067	ANIMAL CONTROL OFFICER	15.19	15.64	16.09	16.58	17.07	17.60	0.00	0.00	0.00	0.00
6061	ANIMAL CONTROL OFFICER/SENIOR	16.58	17.08	17.58	18.12	18.66	19.36	0.00	0.00	0.00	0.00
6066	ANIMAL HEALTH TECHNICIAN	13.77	14.23	14.67	15.12	15.53	15.95	0.00	0.00	0.00	0.00
6043	APPRAISAL SPECIALIST	15.19	15.64	16.09	16.58	17.07	17.60	0.00	0.00	0.00	0.00
6248	BACKGROUND INVESTIGATOR	17.23	17.76	18.28	18.84	19.42	19.97	0.00	0.00	0.00	0.00
6344	BASIC SKILLS EDUCATOR	18.44	19.00	19.55	20.17	20.78	21.37	0.00	0.00	0.00	0.00
6133	BLACKSMITH	19.10	19.62	20.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6181	BODY AND FENDER MECHANIC	19.10	19.62	20.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6060	BRIDGE MAINTENANCE MECHANIC	19.10	19.62	20.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6059	BRIDGE OPERATOR	12.27	12.60	12.96	13.34	13.79	14.21	0.00	0.00	0.00	0.00
6055	BUSINESS ANALYST/SENIOR	25.51	26.24	26.97	27.82	28.73	29.58	30.48	31.38	0.00	0.00
6147	CARPENTER	19.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6149	CARPENTER/LOCKSMITH	19.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6082	CARTOGRAPHER	16.27	16.74	17.23	17.77	18.23	18.75	19.34	19.92	0.00	0.00
6299	CASE MANAGEMENT ASSISTANT	11.54	11.89	12.24	12.60	12.98	13.38	13.78	14.19	0.00	0.00
6310	CASE MANAGEMENT TRAINEE	13.38	13.78	14.19	14.62	15.05	15.51	15.98	16.45	0.00	0.00
6298	CASE MANAGER 1	14.62	15.05	15.51	15.98	16.45	16.95	17.46	17.98	0.00	0.00
6297	CASE MANAGER 2	16.95	17.46	17.98	18.52	19.08	19.64	20.24	20.85	0.00	0.00
6296	CASE MANAGER/SENIOR	18.52	19.08	19.64	20.24	20.85	21.47	22.11	22.77	0.00	0.00
6313	CFS SPECIALIST	20.16	20.74	21.37	22.02	22.68	23.35	24.05	24.77	0.00	0.00
6093	CHEMICAL APPLICATOR OPERATOR	15.42	15.89	16.34	16.82	17.35	17.82	0.00	0.00	0.00	0.00
6259	CIVIL DEPUTY	15.42	15.89	16.34	16.82	17.35	17.82	0.00	0.00	0.00	0.00

**Local 88, Addendum A**  
**Classification Rates and Ranges Table**  
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JCN	COMMUNITY HEALTH SPECIALIST 1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6256	CIVIL DEPUTY/SENIOR	17.90	18.41	18.98	19.54	20.05	20.65	0.00	0.00	0.00	0.00
6235	CIVIL ENGINEER/ASSISTANT	21.49	22.11	22.78	23.41	24.09	24.84	0.00	0.00	0.00	0.00
6236	CIVIL ENGINEER/ASSOCIATE	23.02	23.68	24.34	25.03	25.81	26.60	0.00	0.00	0.00	0.00
6003	CLERICAL UNIT SUPERVISOR	15.19	15.64	16.09	16.58	17.07	17.60	0.00	0.00	0.00	0.00
6046	COMMUNITY HEALTH SPECIALIST 1	12.24	12.60	12.98	13.38	13.78	14.19	14.62	15.05	0.00	0.00
6047	COMMUNITY HEALTH SPECIALIST 2	14.19	14.62	15.05	15.51	15.98	16.45	16.95	17.46	0.00	0.00
6013	COMMUNITY INFORMATION SPEC	15.19	15.64	16.09	16.58	17.07	17.60	0.00	0.00	0.00	0.00
6267	COMMUNITY WORKS LEADER	14.84	15.26	15.69	16.16	16.67	17.11	0.00	0.00	0.00	0.00
6041	COMPUTER SYSTEMS OPERATOR	16.61	17.06	17.48	18.19	18.74	19.33	19.82	20.44	0.00	0.00
6017	CONSTRUCTION PROJECTS SPEC	18.41	18.98	19.54	20.05	20.65	21.28	21.91	22.55	0.00	0.00
6016	CONSTRUCTION PROJECTS SPEC/SR	20.45	21.06	21.68	22.34	23.02	23.71	24.42	25.15	0.00	0.00
6010	CONSTRUCTION PROJECTS TECH	15.26	15.69	16.16	16.67	17.11	17.63	0.00	0.00	0.00	0.00
6268	CORRECTIONS COUNSELOR	16.13	17.06	17.60	18.69	19.25	20.38	21.16	22.01	22.69	23.37
6264	CORRECTIONS HEARINGS OFFICER	18.69	19.25	19.80	20.38	20.94	21.53	22.16	22.79	23.47	24.16
6266	CORRECTIONS TECHNICIAN	13.77	14.17	14.60	15.02	15.51	15.94	0.00	0.00	0.00	0.00
6006	COUNTY ATTORNEY OFFICE ASSISTANT	13.77	14.17	14.60	15.02	15.51	15.94	0.00	0.00	0.00	0.00
6249	D A INVESTIGATOR	18.19	18.98	19.64	20.44	21.23	22.08	0.00	0.00	0.00	0.00
6073	DATA ANALYST	17.90	18.41	18.98	19.54	20.05	20.65	21.28	21.91	0.00	0.00
6007	DATA ENTRY OPERATOR	11.74	12.12	12.39	12.75	13.10	13.46	13.84	14.21	0.00	0.00
6014	DATA PROCESSING SPECIALIST 1	15.75	16.27	16.72	17.21	17.76	18.27	0.00	0.00	0.00	0.00
6023	DATA PROCESSING SPECIALIST 2	17.90	18.41	18.98	19.54	20.05	20.65	21.28	21.91	0.00	0.00
6074	DATA TECHNICIAN	14.84	15.26	15.69	16.16	16.67	17.11	0.00	0.00	0.00	0.00
6197	DATABASE ADMINISTRATOR	25.51	26.24	26.97	27.82	28.73	29.58	30.48	31.38	0.00	0.00
6347	DENTAL ASSISTANT/RECEPTIONIST	11.70	11.95	12.30	12.66	13.01	13.39	13.79	14.20	0.00	0.00
6348	DENTAL HYGIENIST	22.28	22.98	23.69	24.42	25.17	25.95	26.75	27.57	0.00	0.00
6282	DEPUTY MEDICAL EXAMINER	18.52	19.08	19.64	20.24	20.85	21.47	22.11	22.77	0.00	0.00
6292	DEPUTY PUBLIC GUARDIAN	19.64	20.24	20.85	21.47	22.11	22.77	23.46	24.16	0.00	0.00
6024	DISEASE INTERVENTION SPECIALIST	15.98	16.45	16.95	17.46	17.98	18.52	19.08	19.64	0.00	0.00
6124	DRIVER	12.24	12.60	12.98	13.38	13.78	14.19	14.62	15.05	0.00	0.00
6118	ELECTIONS MATERIALS COORD	14.54	14.97	15.41	15.85	16.29	16.74	0.00	0.00	0.00	0.00

**Local 88, Addendum A**  
**Classification Rates and Ranges Table**  
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JCN	EQUIPMENT/PROPERTY COORDINATOR	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6237	ELECTRO/MECHANICAL ENGR ASSISTANT	21.49	22.11	22.78	23.41	24.09	24.84	0.00	0.00	0.00	0.00
6239	ELECTRO/MECHANICAL ENGR ASSOC	23.02	23.68	24.34	25.03	25.81	26.60	0.00	0.00	0.00	0.00
6300	ELIGIBILITY SPECIALIST	14.62	15.05	15.51	15.98	16.45	16.95	17.46	17.98	0.00	0.00
6230	ENGINEER TECHNICIAN/AIDE	15.65	16.07	16.57	16.91	17.47	18.04	0.00	0.00	0.00	0.00
6231	ENGINEER TECHNICIAN/ASSISTANT	16.97	17.47	18.04	18.53	19.06	19.60	0.00	0.00	0.00	0.00
6232	ENGINEER TECHNICIAN/ASSOCIATE	18.18	18.76	19.41	20.04	20.67	21.37	0.00	0.00	0.00	0.00
6234	ENGINEER TECHNICIAN/PRINCIPAL	23.02	23.68	24.34	25.03	25.81	26.60	0.00	0.00	0.00	0.00
6233	ENGINEER TECHNICIAN/SENIOR	21.49	22.11	22.78	23.41	24.09	24.84	0.00	0.00	0.00	0.00
6356	ENVIRONMENTAL HEALTH SPECIALIST	18.44	19.00	19.55	20.17	20.78	21.37	0.00	0.00	0.00	0.00
6180	EQUIPMENT MECHANIC 1	14.87	15.31	15.74	16.25	16.72	17.23	0.00	0.00	0.00	0.00
6182	EQUIPMENT MECHANIC 2	19.10	19.62	20.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6104	EQUIPMENT/PROPERTY COORDINATOR	16.72	17.23	17.77	18.28	18.83	19.38	0.00	0.00	0.00	0.00
6107	EQUIPMENT/PROPERTY TECHNICIAN	14.04	14.48	14.90	15.34	15.80	16.28	0.00	0.00	0.00	0.00
6097	FAC MAINT DISPATCH/SCHEDULER	18.41	18.95	19.53	20.13	20.71	21.33	0.00	0.00	0.00	0.00
6094	FACILITIES MAINTENANCE WORKER	12.66	13.13	13.62	13.96	14.37	14.84	15.24	0.00	0.00	0.00
6099	FACILITIES SERVICES COORD	22.10	22.77	23.46	24.16	24.93	25.64	0.00	0.00	0.00	0.00
6258	FACILITY SECURITY OFFICER	12.47	12.85	13.25	13.62	14.01	14.48	0.00	0.00	0.00	0.00
6305	FAMILY INTERVENTION SPECIALIST	18.52	19.08	19.64	20.24	20.85	21.47	22.11	22.77	0.00	0.00
6028	FISCAL ASSISTANT	11.34	11.70	11.95	12.30	12.66	13.01	13.39	13.79	0.00	0.00
6027	FISCAL ASSISTANT/SENIOR	13.77	14.17	14.60	15.02	15.51	15.94	0.00	0.00	0.00	0.00
6029	FISCAL SPECIALIST 1	15.19	15.64	16.09	16.58	17.07	17.60	0.00	0.00	0.00	0.00
6030	FISCAL SPECIALIST 2	17.90	18.41	18.98	19.54	20.05	20.65	21.28	21.91	0.00	0.00
6184	FLEET & SUPPORT SERVICES SPEC	17.90	18.41	18.98	19.54	20.05	20.65	0.00	0.00	0.00	0.00
6125	GARAGE ATTENDANT	11.55	12.27	12.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7207	GRAPHIC DESIGNER	16.95	17.46	17.98	18.52	19.08	19.64	20.24	20.85	0.00	0.00
6294	HEALTH ASSISTANT	11.34	11.70	11.95	12.30	12.66	13.01	13.39	13.79	14.47	0.00
6352	HEALTH EDUCATOR	18.44	19.00	19.55	20.17	20.78	21.37	0.00	0.00	0.00	0.00
6058	HEARINGS SPECIALIST	19.64	20.24	20.85	21.47	22.11	22.77	23.46	24.16	0.00	0.00
6177	HEAVY EQUIPMENT OPERATOR	19.10	19.62	20.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6083	HOUSING DEVELOPMENT SPECIALIST	19.36	20.05	20.78	21.49	22.21	23.02	0.00	0.00	0.00	0.00



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JCN	LEARNING SYSTEMS ANALYST/SENIOR	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6190	INFO SYSTEMS ANALYST 1	16.89	17.39	17.90	18.41	18.98	19.54	20.05	20.65	0.00	0.00
6189	INFO SYSTEMS ANALYST 2	19.54	20.05	20.65	21.28	21.91	22.55	23.23	23.93	0.00	0.00
6187	INFO SYSTEMS ANALYST/SENIOR	22.55	23.23	23.93	24.65	25.39	26.15	26.94	27.75	0.00	0.00
6019	INFORMATION & REFERRAL SPECIALIST	12.24	12.60	12.98	13.38	13.78	14.19	14.62	15.05	0.00	0.00
6191	INFORMATION SYSTEMS SPECIALIST 1	13.59	13.99	14.42	14.84	15.26	15.69	16.16	16.67	0.00	0.00
6192	INFORMATION SYSTEMS SPECIALIST 2	15.26	15.69	16.16	16.67	17.11	17.63	18.16	18.72	0.00	0.00
6193	INFORMATION SYSTEMS SPECIALIST 3	16.67	17.11	17.63	18.16	18.72	19.25	19.84	20.44	0.00	0.00
6238	INTEGRATED COMM SERVICES COORD	17.56	18.10	18.65	19.18	19.79	20.37	0.00	0.00	0.00	0.00
6280	INVESTIGATIVE TECHNICIAN	14.44	14.88	15.32	15.77	16.26	16.74	0.00	0.00	0.00	0.00
6262	JAIL STEWARD	15.42	15.89	16.34	16.82	17.36	17.87	0.00	0.00	0.00	0.00
6285	JUVENILE COUNSELING ASSISTANT	15.19	15.64	16.09	16.58	17.07	17.60	18.28	19.03	19.62	0.00
6272	JUVENILE COUNSELOR	16.13	17.06	17.60	18.69	19.25	20.38	21.16	22.01	22.69	23.37
6157	JUVENILE RECORDS TECHNICIAN	11.95	12.30	12.66	13.01	13.39	13.79	14.19	14.62	0.00	0.00
6332	LABORATORY ASSISTANT	10.77	11.11	11.43	11.78	12.15	12.51	0.00	0.00	0.00	0.00
6335	LABORATORY SPECIALIST	18.44	19.00	19.55	20.17	20.78	21.37	0.00	0.00	0.00	0.00
6333	LABORATORY TECHNICIAN	13.77	14.17	14.60	15.02	15.51	15.94	0.00	0.00	0.00	0.00
6056	LEARNING SYSTEMS ANALYST/SENIOR	22.55	23.23	23.93	24.65	25.39	26.15	26.94	27.75	0.00	0.00
6246	LEGAL ASSISTANT	14.78	15.20	15.60	16.10	16.57	16.98	0.00	0.00	0.00	0.00
6241	LEGAL ASSISTANT/SENIOR	16.27	16.72	17.15	17.72	18.22	18.69	0.00	0.00	0.00	0.00
7222	LIBRARIAN	19.64	20.24	20.85	21.47	22.11	22.77	23.46	24.16	0.00	0.00
7221	LIBRARIAN 1	17.90	18.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7211	LIBRARY ASSISTANT	14.62	15.05	15.51	15.98	16.45	16.95	17.46	17.98	0.00	0.00
7202	LIBRARY CLERK	11.34	11.70	11.95	12.30	12.66	13.01	13.39	13.79	0.00	0.00
7229	LIBRARY DELIVERY DRIVER	12.54	12.93	13.29	13.69	14.11	14.53	0.00	0.00	0.00	0.00
7225	LIBRARY EVENTS COORDINATOR	17.56	18.10	18.65	19.18	19.79	20.37	0.00	0.00	0.00	0.00
7224	LIBRARY MATERIALS PROCESSOR	10.19	10.51	10.80	11.14	11.46	11.81	0.00	0.00	0.00	0.00
7223	LIBRARY OUTREACH SPECIALIST	18.80	19.37	19.96	20.56	21.20	21.79	0.00	0.00	0.00	0.00
7203	LIBRARY PAGE	9.53	9.83	10.11	10.41	10.73	11.03	0.00	0.00	0.00	0.00
7204	LIBRARY PAGE/SENIOR	10.49	10.79	11.13	11.45	11.80	12.17	0.00	0.00	0.00	0.00
6070	LICENSE COMPLIANCE OFFICER	13.77	14.23	14.67	15.12	15.53	15.95	0.00	0.00	0.00	0.00

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JCN	OUTREACH DRIVER	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6309	M & F COUNSELOR TRAINEE	19.64	20.24	20.85	21.47	22.11	22.77	23.46	24.16	0.00	0.00
6096	MAINTENANCE CREW LEADER	15.69	16.13	16.61	17.06	17.60	18.10	0.00	0.00	0.00	0.00
6092	MAINTENANCE WORKER	13.13	13.62	13.96	14.37	14.84	15.24	15.67	0.00	0.00	0.00
6185	MARINE EQUIPMENT SPECIALIST	19.10	19.62	20.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6369	MARRIAGE AND FAMILY COUNSELOR	22.11	22.78	23.46	24.16	24.88	25.64	26.41	27.20	0.00	0.00
6151	MCSO RECORDS SUPERVISOR	15.86	16.34	16.82	17.33	17.84	18.39	0.00	0.00	0.00	0.00
6150	MCSO RECORDS TECHNICIAN	12.35	12.97	13.34	13.77	14.17	14.60	15.02	15.51	15.94	0.00
6322	MEDICAL RECORDS TECH/SENIOR	15.88	16.37	16.85	17.36	17.87	18.41	0.00	0.00	0.00	0.00
6321	MEDICAL RECORDS TECHNICIAN	14.44	14.88	15.32	15.77	16.26	16.74	0.00	0.00	0.00	0.00
6009	MEDICAL SERVICES CLERK	13.77	14.17	14.60	15.02	15.51	15.94	0.00	0.00	0.00	0.00
6365	MENTAL HEALTH CONSULTANT	20.85	21.47	22.11	22.77	23.46	24.16	24.88	25.64	0.00	0.00
6196	NETWORK ANALYST 1	17.37	17.88	18.42	18.97	19.54	20.05	20.65	21.28	0.00	0.00
6186	NETWORK ANALYST 2	20.05	20.65	21.28	21.91	22.55	23.23	23.93	24.65	0.00	0.00
6053	NETWORK ANALYST 3	22.84	23.54	24.24	24.96	25.70	26.47	27.27	28.09	0.00	0.00
6039	NETWORK ANALYST/SENIOR	25.51	26.24	26.97	27.82	28.73	29.58	30.48	31.38	0.00	0.00
6359	NUISANCE ENFORCEMENT OFFICER	16.72	17.23	17.77	18.28	18.83	19.38	0.00	0.00	0.00	0.00
6342	NUTRITION ASSISTANT	12.96	13.29	13.69	14.11	14.49	14.90	0.00	0.00	0.00	0.00
6340	NUTRITIONIST	18.44	19.00	19.55	20.17	20.78	21.37	0.00	0.00	0.00	0.00
6000	OFFICE ASSISTANT 1	9.88	10.45	11.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6001	OFFICE ASSISTANT 2	11.34	11.70	11.95	12.30	12.66	13.01	13.39	13.79	0.00	0.00
6002	OFFICE ASSISTANT/SENIOR	13.77	14.17	14.60	15.02	15.51	15.94	0.00	0.00	0.00	0.00
7206	OUTREACH DRIVER	12.52	12.91	13.28	13.69	14.11	14.53	0.00	0.00	0.00	0.00
6212	PARALEGAL ASSISTANT/COUNTY ATTORNEY	15.51	15.98	16.45	16.95	17.65	18.18	0.00	0.00	0.00	0.00
6286	PATHOLOGIST ASSISTANT	16.45	16.95	17.46	17.98	18.52	19.08	19.64	20.24	0.00	0.00
6119	PHARMACY TECHNICIAN	13.38	13.78	14.19	14.62	15.05	15.51	15.98	16.45	0.00	0.00
6075	PLANNER	18.58	19.08	19.62	20.19	20.76	21.40	22.01	22.66	0.00	0.00
6078	PLANNER/SENIOR	22.01	22.61	23.26	23.95	24.64	25.36	0.00	0.00	0.00	0.00
7209	PRINTING SPECIALIST	15.51	15.98	16.45	16.95	17.46	17.98	18.52	19.08	0.00	0.00
6276	PROBATION/PAROLE OFFICER	16.13	17.06	17.60	18.69	19.25	20.38	21.16	22.01	22.69	23.37
7230	PRODUCTION ASSISTANT	11.54	11.89	12.24	12.60	12.98	13.38	13.78	14.19	0.00	0.00

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JCN	TAX EXEMPTION SPECIALIST	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
7232	PRODUCTION/GRAPHIC DESIGN	17.98	18.52	19.08	19.64	20.24	20.85	21.47	22.11	0.00	0.00
6022	PROGRAM COORDINATOR	16.72	17.23	17.77	18.28	18.83	19.38	0.00	0.00	0.00	0.00
6021	PROGRAM DEVELOPMENT SPEC	17.90	18.41	18.98	19.54	20.05	20.65	21.28	21.91	0.00	0.00
6020	PROGRAM DEVELOPMENT TECH	14.84	15.26	15.69	16.16	16.67	17.11	0.00	0.00	0.00	0.00
6049	PROPERTY APPRAISER/COMMERCIAL	18.05	18.85	19.69	20.57	21.21	21.90	0.00	0.00	0.00	0.00
6050	PROPERTY APPRAISER/PERSONAL	18.05	18.85	19.69	20.57	21.21	21.90	0.00	0.00	0.00	0.00
6042	PROPERTY APPRAISER/RESIDENTIAL	18.05	18.85	19.69	20.57	21.21	21.90	0.00	0.00	0.00	0.00
6113	PROPERTY MANAGEMENT SPECIALIST	17.90	18.41	18.98	19.54	20.05	20.65	21.28	21.91	0.00	0.00
7208	PUBLICATION SPECIALIST	15.98	16.45	16.95	17.46	17.98	18.52	19.08	19.64	0.00	0.00
6112	PURCHASING SPECIALIST 1	14.84	15.26	15.69	16.16	16.67	17.11	0.00	0.00	0.00	0.00
6111	PURCHASING SPECIALIST 2	17.90	18.41	18.98	19.54	20.05	20.65	21.28	21.91	0.00	0.00
6116	RECORDS ADMINISTRATION ASST	13.77	14.17	14.60	15.02	15.47	15.94	0.00	0.00	0.00	0.00
6308	RECR & EXPRESS THERAPIST	18.44	19.00	19.55	20.17	20.78	21.37	0.00	0.00	0.00	0.00
6085	RESEARCH/EVALUATION ANALYST 1	15.51	15.98	16.45	16.95	17.46	17.98	18.52	19.08	0.00	0.00
6086	RESEARCH/EVALUATION ANALYST 2	19.64	20.24	20.85	21.47	22.11	22.77	23.46	24.16	0.00	0.00
6087	RESEARCH/EVALUATION ANALYST/SENIOR	24.88	25.64	26.41	27.20	28.03	28.86	29.74	30.62	0.00	0.00
6284	RESIDENT SUPERVISOR	14.84	15.26	15.69	16.16	16.67	17.11	0.00	0.00	0.00	0.00
6211	RIGHT OF WAY PERMITS/CHIEF	21.09	21.69	22.35	23.02	23.68	24.37	0.00	0.00	0.00	0.00
6311	SENIOR ENGINEER	25.51	26.24	26.97	27.82	28.73	29.58	30.48	31.38	0.00	0.00
6245	SEWING SPECIALIST	11.11	11.43	11.78	12.15	12.51	12.90	0.00	0.00	0.00	0.00
6295	SOCIAL WORKER	20.85	21.47	22.11	22.77	23.46	24.16	24.88	25.64	0.00	0.00
6098	STRIPER OPERATOR	15.42	15.89	16.34	16.82	17.35	17.82	0.00	0.00	0.00	0.00
6250	SUPPORT ENFORCEMENT AGENT	15.19	15.66	16.10	16.59	17.07	17.60	0.00	0.00	0.00	0.00
6091	SURVEY SPECIALIST	21.49	22.11	22.78	23.41	24.09	24.84	0.00	0.00	0.00	0.00
6048	SYSTEMS ADMINISTRATOR/SENIOR	29.58	30.48	31.37	32.33	33.30	34.29	35.32	36.38	0.00	0.00
6038	SYSTEMS PROGRAMMER	25.51	26.24	26.97	27.82	28.73	29.58	30.48	31.38	0.00	0.00
6025	TAX COLLECTION SPECIALIST	15.17	15.65	16.07	16.57	16.97	17.42	0.00	0.00	0.00	0.00
6045	TAX EXEMPTION SPECIALIST	18.98	19.54	20.05	20.65	21.28	21.91	22.55	23.23	0.00	0.00
6195	TELECOMMUNICATIONS SPEC 1	17.37	17.88	18.42	18.97	19.54	20.05	20.65	21.28	0.00	0.00
6145	TELECOMMUNICATIONS SPEC 2	20.05	20.65	21.28	21.91	22.55	23.23	23.93	24.65	0.00	0.00

**Local 88, Addendum A**  
**Classification Rates and Ranges Table**  
**Rates shown represent 3% COLA effective July 1, 2001**

JCN		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6146	TELECOMMUNICATIONS SPEC/SENIOR	22.84	23.54	24.24	24.96	25.70	26.47	27.27	28.09	0.00	0.00
6076	TRANSPORTATION PLANNING SPECIALIST	20.19	20.76	21.40	22.01	22.66	23.33	24.04	24.52	0.00	0.00
6173	TRUCK DRIVER	14.89	15.33	15.73	16.21	16.64	17.12	0.00	0.00	0.00	0.00
6290	VETERANS SERVICES OFFICER	17.90	18.41	18.98	19.54	20.05	20.65	21.28	21.91	0.00	0.00
6247	VICTIM ADVOCATE	16.13	17.06	17.60	18.69	19.25	20.38	21.16	22.01	0.00	0.00
6263	VOLUNTEER COORDINATOR	17.90	18.41	18.98	19.54	20.05	20.65	21.28	21.91	0.00	0.00
6109	WAREHOUSE WORKER	12.45	12.75	13.13	13.48	13.88	0.00	0.00	0.00	0.00	0.00
6110	WAREHOUSE WORKER/CHIEF	14.54	14.97	15.41	15.85	16.29	16.74	0.00	0.00	0.00	0.00
6084	WEATHERIZATION INSPECTOR	17.70	18.20	18.75	19.33	19.88	20.50	0.00	0.00	0.00	0.00
6080	WEATHERIZATION SPECIALIST	16.67	17.15	17.70	18.20	18.75	19.33	0.00	0.00	0.00	0.00
6004	WORD PROCESSING OPERATOR	11.74	12.12	12.39	12.75	13.10	13.46	13.84	14.21	0.00	0.00
6336	X-RAY TECHNICIAN	13.92	14.26	14.68	15.12	15.53	15.95	0.00	0.00	0.00	0.00

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**ADDENDUM B**  
**LEAD WORKER ASSIGNMENT AND PAY**

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**I. Duties Defined**

A Lead Worker assignment involves certain limited supervisory and administrative duties which are deemed not to warrant a separate classification. These duties include, but are not limited to: laying out the work for other employees, balancing the work, directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to exempt supervisory employees. Lead Workers typically spend a substantial portion of their time in performing the duties of the base classification. Normally, the employees directed by a Lead Worker are in the same classification, but additional classifications are sometimes involved. An employee assigned to be a Lead Worker will not impose or effectively recommend (as that term is intended in Oregon law) formal discipline, i.e. a letter of reprimand or above. The involvement of Lead Workers in performance evaluation shall conform to the restrictions of Article 20, "Section III.D".

**II. Assignment, Selection, Modification, and Termination**

Assignment and selection of Lead Workers shall be at the sole discretion of the County; provided, however, that an employee continuously assigned as a Lead Worker for one year or more shall be given ten (10) days notice prior to the termination of such an assignment. Significant modifications of Lead Worker duties deemed by the County to warrant a modification in the amount of compensation shall also be with ten (10) days notice.

**III. Pay**

When in the judgment of the County:

- A new Lead Worker assignment is necessary; or
- A substantial modification of an existing Lead Worker assignment warrants a change in compensation, the County shall establish a lead pay rate for the new or substantially modified assignment. The current pay rates for the following

1 classifications shall be calculated by increasing the base hourly pay rates by the  
2 following percentages:

3  
4 Alcohol & Drug Evaluation Spec./Lead - 5.0%  
5 Animal Care Technician/Lead -10.0%  
6 Animal Control Officer/Lead - 5.0%  
7 Background Investigator/Lead – 5.0%  
8 Basic Skills Educator/Lead - 6.8%  
9 Blacksmith/Lead – 10%  
10 Bridge Maintenance Mechanic/Lead - 6.0%  
11 Carpenter/Lead - 4.8%  
12 Carpenter/Locksmith/Lead – 4.8%  
13 Case Management Assistant/Lead - 5.0%  
14 Case Manager 1/Lead - 5.0%  
15 Case Manager 2/Lead - 5.0%  
16 CFS Specialist/Lead – 5.0%  
17 Chemical Applicator Operator/Lead - 5.0%  
18 Civil Deputy/Lead – 12.0%  
19 Community Works Leader/Lead - 6.8%  
20 Computer Systems Operator/Lead - 7.5%  
21 Construction Projects Specialist/Lead – 9.0%  
22 Construction Projects Specialist/Sr./Lead – 9.0%  
23 Corrections Counselor/Lead - 6.8%  
24 Corrections Hearings Officer/Lead – 6.0%  
25 Corrections Technician/Lead - 6.8%  
26 County Attorney Office Assistant/Lead – 10.0%  
27 Data Analyst/Lead - 5.0%  
28 Dental Assistant/Receptionist/Lead - 4.0%  
29 Driver/Lead - 5.0%  
30 Eligibility Specialist/Lead - 5.0%  
31 Engineer Technician/Prin. - 5.0%

1	Environmental Health Specialist/Lead – 5.0%
2	Equipment Mechanic 2/Lead - 10.0%
3	Equipment/Property Technician/Lead - 7.5%
4	Facilities Maintenance Worker/Lead - 6.0%
5	Facility Security Officer/Lead -12.0%
6	Family Intervention Specialist/Lead - 5.0%
7	Fiscal Assistant/Senior/ Lead – 5%
8	Health Assistant/Lead - 5.0%
9	Health Educator/Lead - 5.0%
10	Health Information Spec. 2/Lead - 5.0%
11	Health Information Spec., Senior/Lead - 5.0%
12	Jail Steward/Lead - 6.7%
13	Juvenile Counselor/Lead - 6.8%
14	Juvenile Custody Services Specialist/Lead -6.8%
15	Juvenile Records Technician/Lead - 5.0%
16	Legal Assistant/Lead - 10.0%
17	Library Clerk/Lead – 7.0%
18	Librarian – 7 %
19	Library Materials Processor/Lead - 11.0%
20	Marriage and Family Counselor/Lead - 6.0%
21	Mental Health Consultant/Lead - 5.0%
22	Network Analyst/Senior/Lead – 5.0%
23	Nutritionist/Lead - 5.0%
24	Pharmacy Technician/Lead – 5.0%
25	Probation/Parole Officer/Lead - 6.8%
26	Program Development Spec./Lead - 5.0%
27	Property Appraiser/ Commercial/Lead- 5%
28	Property Appraiser / Personal/ Lead - 5%
29	Property Appraiser/Residential/ Lead – 5%
30	Purchasing Specialist 2/Lead - 6.0%
31	Research/Evaluation Analyst/Senior/Lead – 6.0%

ADDENDUM B, LEAD WORKER ASSIGNMENT AND PAY

- 1 Resident Supervisor/Lead – 5.0%
- 2 Sewing Specialist/Lead – 5.0%
- 3 Support Enforcement Agent/Lead - 10%
- 4 Systems Administrator/Senior/Lead – 5.0%
- 5 Telecommunications Specialist/Senior/Lead – 5.0%
- 6 Word Processing Operator/Lead - 5.0%



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**ADDENDUM C**  
**PREMIUM PAY AND OTHER SPECIAL PROVISIONS**

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**ALL DEPARTMENTS:**

**I. Commercial Drivers License (CDL)**

Employees who are not at the time of hire required to possess a commercial driver's license, but who are at any time thereafter required as a condition of employment in that classification (or in their regular assignment within that classification) to initially obtain a commercial driver's license, shall be subject to the following terms:

**A. License Fees and Expiration**

The employee shall be obligated to pay the cost of the required license and for renewals.

**B. Written Examination**

The employee shall be obligated to pay the cost of each written exam required to obtain the required license. However, the employee will be permitted during regularly scheduled work hours, without loss of pay, to take the first exam of each type needed to obtain the required license. The County will determine the specific date(s) and time(s) for any such exam(s) following consultation with the affected employee(s).

**C. Skill (hands-on) Examination**

The County will reimburse the employee for the cost of one (1) passed skill examination up to a maximum of one hundred dollars (\$100) if the employee submits proof of payment and the new license to his or her immediate exempt supervisor for verification within ten (10) days following receipt of the license. At a date(s) and time(s) scheduled by the County, following consultation with the affected employee(s), the County or its representative will deliver to the Multnomah County, Oregon, or Clark County, Washington, site designated by the applicable state's Division of Motor Vehicles equipment necessary for the taking of the skill examination for the

1 required license.

2 **D. Physical Exams**

3 If the County selects the physicians giving the physical exam required for  
4 obtaining or maintaining the required license, the County will pay for the examination.  
5 The employee shall determine whether he or she or the County will select the physician  
6 and shall inform the immediate supervisor in advance of the exam of his or her decision.

7 **E. Failure to Obtain or Maintain the Required License(s)**

8 Employees who fail to obtain or maintain in a current valid status the  
9 required commercial driver's license shall be subject to disciplinary action or dismissal  
10 in accordance with applicable provisions of the collective bargaining agreement.

11 **F. Status of License**

12 The employee shall make the immediate supervisor aware in writing of the  
13 expiration of a driver's license(s) required by the County, and of any event actually or  
14 potentially affecting the status of that license (e.g., traffic citation, drunk driving arrest,  
15 license suspension or revocation, failure to pass the required medical examination, or  
16 expiration of the required medical card, etc.). Such notice shall be given to the  
17 supervisor immediately upon expiration of the license or occurrence of the event.

18 **G. Exemptions**

19 The Division Manager of an employee in a classification in which one (1)  
20 or more employees are required to possess a commercial driver's license of a particular  
21 class may exempt one (1) or more subordinate employees from the requirement that the  
22 license be obtained. However, such exemption may be rescinded if, in the employer's  
23 judgment, the employee's acquisition and maintenance of such a license is or will be  
24 needed to meet operational needs. An employee whose exemption is rescinded shall  
25 be given a reasonable period of not less than ninety (90) days in which to obtain his or  
26 her license.

27  
28 **OFFICE OF THE DISTRICT ATTORNEY:**

29  
30 **I. Office of the Medical Examiner**

31 A. Deputy Medical Examiners may be assigned sixteen (16) hour or eight (8)

hour shifts, or any combination thereof, and such shifts need not be consecutive. Each shift shall have one (1) thirty (30) minute meal period which shall be considered as time worked. Employees are considered on call during both meal periods and breaks, and operational requirements may result in such breaks or meal periods being interrupted or missed without additional pay or such time being made up at a later date.

B. Deputy Medical Examiners are:

1. Not eligible for shift premium.
2. Only eligible for overtime at the rate of time and one-half and only for hours worked in excess of eight (8) for an eight (8) hour schedule, in excess of sixteen (16) for a sixteen (16) hour schedule, and for over forty (40) in a work week.

C. A Deputy Medical Examiner will be paid two and one half (2 1/2) his or her regular rate of pay for all hours worked on the dates specified in Article 7, "Section I.A" midnight to midnight, which shall be deemed the observed holiday for all Deputy Medical Examiners. Any employee who is not scheduled to work on an observed holiday shall be paid eight (8) hours of pay at his/her regular rate of pay in lieu of holiday leave.

D. Deputy Medical Examiners may trade shifts with the permission of the Chief Deputy.

**DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT (DSCD):**

**I. Transportation Division and Other DSCD Divisions**

**A. CDL Drivers**

For provisions governing CDL licensure, see "Section I, All Departments," above.

**B. Emergency Conditions**

Special terms and conditions of employment during periods of emergency shall be governed by the Emergency Conditions Provisions (Environmental Services), Addendum D.

**C. Clothing and Equipment**

**1. Tools**

1                   The County agrees to replace all tools furnished by employees  
2 when such tools become damaged beyond usability or stolen on the job. A "proof of  
3 loss by theft" statement must be signed by the employee prior to recovery for theft.  
4 Management will provide any new special tools required to perform special work.

5                   **2.     Coveralls and boots**

6                   All Bridge Maintenance Mechanics, Striper Operators, Maintenance  
7 Workers, Maintenance Crew Leaders, Truck Drivers, and Heavy Equipment Operators  
8 in the Transportation Division will be issued, for County use, two pairs of coveralls which  
9 may be exchanged for laundered pairs on a weekly basis.

10                  The County will provide high visibility rain gear to field personnel  
11 assigned to the Transportation Division who are required to work outdoors during  
12 inclement weather.

13                  For the purpose of reimbursing for tar, paint, epoxy and cement  
14 damage, field personnel assigned to the Transportation Division and the Fleet Services  
15 Section shall, on an annual basis, and upon presentation of a receipt, be eligible for  
16 reimbursement up to an amount of eighty-five dollars (\$85) for work shoes or boots.  
17 The maximum annual reimbursement shall be ninety dollars (\$90) effective July 1,  
18 2002, and ninety five dollars (\$95) effective July 1, 2003. These employees will be  
19 required to wear work shoes or boots.

20                  **D.     Premium Pay**

21                  *Note: Premium pay items are listed in alphabetical order:*

22                  **1.     Chemical application right-of-way**

23                  Persons in a classification paid lower than a Chemical Applicator  
24 Operator in the Road Maintenance Section who are properly licensed by the State of  
25 Oregon Department of Agriculture for "Public Pesticide Application Right-of-Way" and  
26 who are assigned to utilize this license to apply chemical, will be paid a five percent  
27 (5%) premium for each hour worked applying the license required chemicals.

28                  **2.     Heavy equipment**

29                  Persons in a lower classification in the Road Maintenance Section  
30 that are assigned to operate a piece of heavy equipment normally operated by a Heavy  
31 Equipment Operator will be paid a premium of the lesser of fifteen percent (15%) of

base pay or the first step of the Heavy Equipment Operator Classification for all hours assigned to operate the heavy equipment. This premium will not apply to any employee volunteered training time.

**3. Height time bonus pay**

When employees in the Transportation and Facilities and Property Maintenance Divisions work on a structure 90 feet or more above the ground, floor, roadway, roof, or water, whichever surface is closest, and where scaffolding or special safety devices are used, the wage rate for such work shall be double the straight time hourly rate. Furthermore, when Bridge maintenance personnel perform routine maintenance to the Hawthorne Bridge counterweight cables, all work done where a harness is used and workers are working from a hanging basket, the wage rate for such work shall be double the straight time hourly rate for the employees working from inside the basket.

When the aforementioned work is performed on an overtime basis or on a holiday, the rate of pay shall be triple the straight time hourly rate.

**4. Rock crusher**

Any Maintenance Worker or Maintenance Worker/Lead assigned to the Rock Crusher, including the wash plant, shall receive a premium of twenty cents (20¢) per hour for hours operating the Crusher.

**5. Scoop**

Maintenance Workers for hours assigned to operate the "scoop" will receive premium pay at the rate of forty-five cents (\$.45) per hour. Effective July 1, 2003, the premium pay will be fifty cents (\$.50) per hour.

**6. Truck driver compensation**

As a recognition for the elimination of Addendum E, "Section B, subsections 2, 3, 4 and 9" of the prior Agreement, thirty cents (30¢) has been added to the hourly rate of the Truck Driver Classification.

**7. Trucks over 26,000 GVW**

A Maintenance Worker in the Road Maintenance or Bridge Section will be paid a five percent (5%) premium for all hours assigned to drive a truck over 26,000 GVW. Only persons with a valid and appropriately endorsed Commercial

1 Drivers License will be assigned to drive those CDL required trucks.

2 **8. Vactor**

3 Truck Drivers for hours assigned to operate the Vactor will receive  
4 premium pay at the rate of forty-five (45¢) per hour. Effective July 1, 2003, the premium  
5 pay will be fifty cents (\$.50) per hour.

6 **9. Tractor Mounted Roadside Mower**

7 Maintenance Workers assigned to operate a tractor mounted  
8 roadside mower will receive premium pay at the rate of forty-five cents (\$.45) per hour.  
9 Effective July 1, 2003, the premium pay will be fifty cents (\$.50) per hour.

10  
11 **DEPARTMENT OF HEALTH SERVICES:**

12  
13 **Agreed Upon Variances**

14 1. Any employee who arrives at his or her assigned clinic and is  
15 reassigned to another clinic for workload reasons may be required to work overtime on  
16 an involuntary basis in order to deal with the difference in shift ending times for the  
17 position to which he or she is assigned.

18 2. Any employee who works fewer than five days per week may be  
19 assigned a split work week, i.e., all days off need not be successive, provided then in no  
20 event shall such a schedule not contain two successive days off.

21  
22 **DEPARTMENT OF SUPPORT SERVICES**

23 **Division of Assessment**

24 Appraisers who receive a professional designation approved by the Director of  
25 the Division of Assessment (approved designation includes but is not limited to those  
26 from the International Association of Assessing Officers, The American Institute of Real  
27 Estate Appraisers, The Society of Real Estate Appraisers, and the American Society of  
28 Appraisers), shall be entitled to a premium of 5% of their base rate of pay so long as  
29 they continue to remain qualified for and continue to possess the professional  
30 designation

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**ADDENDUM D**  
**EMERGENCY CONDITIONS PROVISIONS**  
**(Department of Sustainable Community Development)**

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**I. Purpose**

The purpose of this addendum is to set forth past practice governing wage entitlements for employees of the Transportation Division and Fleet Section during periods of emergency.

**II. Agreement**

A. An emergency is defined as inclement weather or other condition which in the judgment of the Director of the Transportation Division constitutes a present or imminent danger to the health, safety, or property of the people of Multnomah County.

B. During the term of such an emergency, the "work day" for pay purposes shall be the calendar day (midnight to midnight).

C. An employee sent home during the work day, regardless of whether or not the employee is recalled, shall receive a minimum of eight (8) hours of pay for that work day.

D. The total number of hours worked during the work day, regardless of how divided, shall be added to determine the total number of hours worked for pay purposes during the work day.

E. All hours worked in excess of eight (8) hours during the work day shall be compensated at the overtime rate of pay. However, on the first day of the emergency, any employee sent home and called back within the same work day shall receive an additional two (2) hours of overtime pay in addition to the compensation as computed and paid as the paragraph above.

F. All hours worked during swing and graveyard shifts shall be paid at the contractually required shift differential.

G. The provisions of the addendum shall be limited to the employees of the

1 Transportation Division and the Fleet Section.



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**ADDENDUM E**

**AUTO REIMBURSEMENTS AND TRANSIT SUBSIDIES**

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**I. Auto Allowance**

**A. Payment**

Payment for mileage under this addendum shall be made on a monthly basis, provided the employee has accumulated twenty dollars (\$20) of mileage. No commuting mileage shall be paid by the County under the terms of "Section B" through "Section D" below. In no event will payment be made later than the end of the fiscal year.

**B. Incidental Use**

An employee who does not drive an automobile as a condition of employment shall be reimbursed at the maximum rate per mile approved by the IRS as a nontaxable expense reimbursement without documentation (which will hereinafter be referred to as "the IRS rate") for miles driven at the requirement of the County.

**C. Condition of Employment Use**

**1. Designation**

The County reserves the right under Article 4, Management Rights, to determine the method of transportation for employees during working hours and may discontinue or add the requirement for employees occupying certain positions to utilize an automobile as a condition of employment provided the employees and Union are notified in writing ten (10) days in advance of the change.

**2. Payment**

Upon signing of this Agreement an employee who is required to use his or her personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of forty dollars (\$40.00) per month.

twenty dollars (\$20.00) per month for part-time employees. On July 1, 2002 the base

1 rate reimbursement will be increased to fifty dollars (\$50.00) for full-time employees  
2 and twenty-five (\$25.00) for part-time employees.

3 To qualify for this reimbursement employees must be assigned to work in the field and  
4 to use his or her personal transportation. In no event, however, shall the  
5 aforementioned base payment be made in a month in which an employee drives no  
6 miles as a condition of employment.

7 **D. Payment Rules for Alterations in Work Site**

8 **1. Temporary reporting place**

9 Whenever an employee is temporarily required to report to work at  
10 any location more distant from his or her home than his or her permanent place of  
11 reporting, the employee shall be paid for the use of his or her personal transportation  
12 at the rate provided in "Section B" or "Section C" above as appropriate for additional  
13 miles traveled. This provision will not apply when there is a permanent change in  
14 reporting location as determined by management with ten (10) days written notice to  
15 the affected employees and the Union. In instances in which an employee has no  
16 permanent reporting place, the County will designate one (1) work site as a "permanent  
17 place of reporting" for purposes of mileage reimbursement.

18 **2. Secondary reporting place**

19 Whenever an employee reports to his or her permanent place of  
20 reporting and is required to use his or her personal transportation to report for work at  
21 another location, the employee shall be paid for the additional miles traveled to and  
22 from the secondary reporting place in accordance with "Section B" or "Section C"  
23 above as appropriate. The time involved in traveling from the permanent reporting  
24 place to and from the secondary reporting place to the permanent reporting place shall  
25 be considered time worked for pay purposes.

26 **II. Incidental Parking**

27 Subject to procedural regulation or supervisory direction as to time, place and  
28 circumstances of use, when employees on a non-commuter basis are required to use  
29 their automobile for driving into downtown Portland or elsewhere where parking is  
30 charged, employees shall be reimbursed for such parking charges.

1     **III.     Bus Pass**

2             **A.     Statement of Purpose**

3                     For the purposes of encouraging employees to use mass transit as part  
4 of the County's ride reduction program under the Oregon Department of Environmental  
5 Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the  
6 County's commitment to limiting traffic congestion and promoting clean air, effective  
7 September, 2001, each employee shall be eligible to receive a bus pass entirely  
8 subsidized by the County for the employee's personal use.

9             **B.     Scope of Subsidy**

10            1.       The County will provide a 100% subsidy for employee bus passes.  
11 However, the County may require that the employee pay a percentage if the County's  
12 subsidy exceeds the IRS standard for a de minimis employee benefit.

13                     It will be the employee's responsibility to obtain the necessary Photo ID  
14 from Tri-Met. Instructions for obtaining the photo ID will be available through  
15 Employee Benefits and will be included in new hire packets.

16            2.       This program is offered only by Tri-Met. However C-Tran will honor the  
17 Tri-Met all zone pass.

18             **C.     Procedural Requirements**

19                     The procedural requirements for obtaining the pass and verification that  
20 the pass has been used solely by the employee shall be the same as apply to exempt  
21 employees. Such requirements may change from time to time to ensure efficient and  
22 effective implementation of the program.

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**ADDENDUM F**  
**DEPARTMENT OF LIBRARY SERVICES**

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The terms of the 2001-2004 Agreement shall apply except as indicated below:

**Article 7. Holidays**

**Observed Christmas and New Year Holidays**

**a. In 2001 - 02:**

In 2001-02 the Christmas Eve holiday will be observed on Monday, December 24; the Christmas holiday on Tuesday, December 25; and the New Year holiday on Tuesday, January 1, 2002.

**b. In 2002 - 2003:**

In 2002-03 the Christmas Eve holiday will be observed on Tuesday, December 24; the Christmas holiday on Wednesday, December 25; and the New Year holiday on Wednesday, January 1, 2003.

**c. In 2003-04:**

In 2003-04 the Christmas Eve holiday will be observed on Wednesday, December 24; the Christmas holiday on Thursday, December 25; and the New Year holiday on Thursday, January 1, 2004.

**Article 13. Work Schedules**

The terms of this article shall apply except:

**Section III. Work Days and Days Off**

The provisions of this section shall not apply. Work schedules shall be designed so that all employees shall have at least two consecutive days off in each four week period. Employees may waive this right by written request to the supervisor with a copy provided to the Union.

1        **Section IV. Scheduling the Work Day**

2                The provisions of "Section A" shall not apply. Employees may be  
3 scheduled for a shift which is either split or continuous. When an employee is required  
4 to work a split shift in one work day in which he/she is required by the Library to be off  
5 work for two (2) or more working hours between shift segments which total eight (8)  
6 hours or more, the second part of the shift shall be paid at time and one half (1 1/2)  
7 times the regular rate of pay.

8  
9        **Article 14. Compensation**

10        1.       **Shift Differential**

11                Payment of shift differential as provided by "Section V" shall not apply.

12        2.       **Librarians: Special Hiring and Promotion Provision**

13                a.       **Hiring classification**

14                Any newly hired Librarian determined by management to have two (2)  
15 years of relevant professional experience as a Librarian shall be hired into the Librarian  
16 2 classification at Step 3; those with at least one (1) year of relevant experience, but less  
17 than two (2), shall be hired at Step 2; those with no experience or less than one (1) year  
18 of relevant experience shall be hired at Step 1.

19  
20        **Article 15. Classification and Pay Ranges**

21                **Section III – Temporary Work in a Higher Classification**

22                a.       **Pages replacing library clerks**

23                Because of the distinct nature of the jobs, any Library Page who replaces  
24 a Library Clerk who is absent from work shall be paid working out of class pay for all  
25 hours worked in the higher classification.

26                b.       **Librarian or Library Assistant performing limited supervisory**  
27                **duties**

28                It is recognized that in those branch libraries without both a supervisor  
29 and/or administrator/manager a Librarian or Library Assistant may in the absence of the  
30 supervisor perform such limited supervisory tasks as approving leaves of absence and

overtime, coaching employees, documenting performance and/or documenting disciplinary matters, handling worker's compensation incidents, coordinating the recruiting and hiring process, responding to facility emergencies and serving as the contact person for administrative staff. When the period of performance of such limited supervisory duties is forty (40) hours or more, the an employee in the Librarian classification shall be paid a five percent (5%) work out of class differential; an employee in the Library Assistant classification shall be paid according to the provisions of Article 15, Section III A. 2.

#### **Article 16. Pensions**

##### **LAP Retirement Plan (LAP Plan)**

The County shall continue as plan sponsor for transferred Library Association of Portland employees. The County shall have the sole, exclusive, and non-grievable discretion to choose the administrative mechanism for dealing with the Plan.

#### **Article 21. Seniority and Layoff**

The terms of this article shall apply except:

##### **1. Job Security for Library Clerks**

In order to afford Library Clerks more job security in event of layoff, the County agrees for the purpose of recall rights in the event of layoff to establish joint layoff lists in seniority order for the following classifications on a Countywide basis:

Office Assistant 2 and Library Clerk

For example, in application of this term, a laid off Library Clerk could be recalled for a vacant Office Assistant 2 vacancy elsewhere in the County. Conversely, a laid off Office Assistant 2 could be recalled to a vacancy in the Library. Such recalls are subject to all other provisions of Article 21, including, but not limited to, the qualification requirements of Article 21, "Section V.A".

#### **Article 22. Shift and Work Assignment**

The terms of Article 22, "Section III" shall not apply.

1           **1.    Lateral Transfers and Voluntary Demotions**

2           The Library will maintain an internal posting process for lateral transfer and  
3 voluntary demotion. (Note: More detailed information on applying for positions may be  
4 obtained from the Library's human resources office.)

5           **2.    Shift Trading**

6           Shift trading will be allowed between employees providing the trade:

- 7           1)    Does not conflict with operational needs;  
8           2)    Does not require involuntary schedule changes on the part of other  
9 employees; and  
10          3)    Does not make the County liable for overtime under the federal Fair Labor  
11 Standards Act.

---

**ADDENDUM G**  
**DEPARTMENT OF**  
**COMMUNITY JUSTICE SERVICES**

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**I. Pension**

Employees allocated to the classification of Probation and Parole Officer shall be deemed police officers for purposes of ORS 237.610.

**II. Scheduling**

A. Each Parole and Probation Officer, or any other employee of the Department of Community Corrections, upon request and approval of their supervisor, shall establish a work schedule that is approved by their exempt supervisor and that is responsive to the demands of their job. Such schedule shall be limited to a 40 hour work week.

If the work week is within the 40 hour cap, all hours worked shall be at the flat rate, on an hour for hour basis, regardless of the starting time, day worked, or length of the work day. Split work weeks, varied starting and ending time for shifts, and split shifts shall be permitted.

B. Variations of the established work schedule shall be approved by the supervisor.

C. Employees receiving "after hours work calls" may respond. If responding to after hours calls, employees will "adjust" their work schedule, hour for hour, within the forty hour work week with the approval of their supervisor.

**III. Holidays**

Because of the complexity of scheduling, and the participatory scheduling process involved for certain employees of the Department of Community Corrections, any employee who is offered a holiday off on an observed holiday but chooses to self schedule himself on that day shall be granted a personal holiday in lieu of any other holiday observance or pay. This personal holiday shall be used within the fiscal year but in no event more than four months from the date of the holiday.



1   **IV.   Mixed Shifts**

2           Day Reporting Center/Learning Center. When employees at the Day Reporting  
3   Center/Learning Center are regularly scheduled, in accordance with the provisions of  
4   Article 13, to work a combination of day and swing shifts which does not contain four  
5   like shifts within the work week, they will not receive relief shift differential for all shifts  
6   worked. Instead, they will receive swing shift differential for each swing shift worked

7   **V.   Maintenance Crew Leader**

8           Employees assigned as Maintenance Crew Leader shall receive  
9   boot/clothing allowance as follows:

10          a.       Work boots will be reimbursed up to \$100.00 annually. The boot must  
11   meet Forest Service standards. Employees may have their old boots resoled instead of  
12   buying a new pair. The same maximum reimbursement standard applies. Staff who  
13   choose to not purchase their own work boots may use client boots from the Forest  
14   Project.

15          b.       Daypacks will be reimbursed up to \$50.00 annually. The pack must be  
16   capable of carrying the necessary safety items for daily field trips. Staff who choose not  
17   to purchase their daypacks may use one of the Forest Project daypacks.

18          c.       Rain gear will be reimbursed at a maximum of \$200.00 every two years.  
19   Staff who choose to not purchase their own rain gear may use County issued rain gear  
20   from the Forest Project.

21          d.       In order to qualify for reimbursement, employees must average 30% time  
22   in the field with crews. Reimbursed equipment shall be considered property of the  
23   County. Employees leaving County employment may purchase their boots at a pro-  
24   rated cost.

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## ADDENDUM H

### DRUG AND ALCOHOL POLICY

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#### I. Drug Free Workplace Act

Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place, which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

#### II. Holders of Commercial Drivers Licenses

While references to rules governing holders of Commercial Drivers Licenses (CDLs) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

#### III. Alcohol and Drug Policy Work Rules and Discipline

##### A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

##### B. Work Rules

##### 1. Possession, consumption, and distribution of alcohol and drugs while on duty

Employees shall:

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers

for gift purposes; supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except when lawfully required as part of the job.

- Not distribute, dispense or sell prescription medications except when lawfully required as part of the job.

- Not possess or consume prescription medications without a valid prescription.

## **2. Possession, consumption, and distribution of alcohol and drugs while off duty on County premises**

Employees shall:

- Not use, possess, or distribute illegal drugs.

- Not use or distribute alcohol without authorization.

## **3. Fitness for duty**

Employees shall:

- Not report for duty while "under the influence" of alcohol or drugs. An individual is considered to be "under the influence" of alcohol if a breathalyzer test indicates the presence of alcohol at or above the .04% level. An individual is considered to be "under the influence" of drugs when testing indicates the presence of controlled substances at or above the levels applying to CDL holders.

- Not render themselves unfit to fully perform work duties because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications.

- Comply with legally mandated occupational requirements, whether or not they are specifically included in this policy. For example, by law holders of Commercial Drivers Licenses (CDL's) may not perform safety sensitive functions, such as driving, at or above the .02% level.

- Not be absent from work because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications, except when absent to participate in a bona fide assessment and rehabilitation program while on FMLA leave.

1                   •     Inform themselves of the effects of any prescription or non-  
2 prescription medications by obtaining information from health care providers,  
3 pharmacists, medication packages and brochures, or other authoritative sources in  
4 advance of performing work duties.

5                   •     Notify their supervisors in advance when their use of  
6 prescription or non-prescription medications may impair the employee's ability to  
7 perform the essential functions of their position that will result in a direct threat to  
8 others. Such employees include, but are not limited to, sworn officers, holders of a  
9 Commercial Driver's License, and those handling hazardous equipment or materials.  
10 Employees who drive a motor vehicle as part of their job, whether a County vehicle or  
11 their personal vehicle, should report when they are taking any medication that may  
12 impair their ability to drive.

13                   4.     Cooperation with Policy Administration

14                   Employees shall:

15                   •     Not interfere with the administration of this Drug Policy.  
16 Examples include, but are not limited to, the following: tainting, tampering, or  
17 substitution of urine samples; falsifying information regarding the use of prescribed  
18 medications or controlled substances; or failure to cooperate with any tests outlined in  
19 this policy to determine the presence of drugs or alcohol.

20                   •     Provide within twenty four (24) hours of request a current  
21 valid prescription in the employee's name for any drug or medication which the  
22 employee alleges gave rise to reasonable suspicion of being under the influence of  
23 alcohol or drugs.

24                   •     Respond fully and accurately to inquiries from the County's  
25 Medical Review Officer (MRO); authorize MRO contact with treating health care  
26 providers upon request.

27                   •     Complete any assessments or treatment programs required  
28 under this Policy.

29                   •     Sign a waiver upon request authorizing treatment providers  
30 to disclose confidential information necessary to verify successful completion of any  
31 assessment or treatment program required under this Policy.

1                   •     Disclose promptly (upon the next working day) and fully to  
2 his/her supervisor:

3                   i.     All drug or alcohol-related arrests, citations,  
4 convictions, guilty pleas, no contest pleas or diversions which resulted from conduct  
5 which occurred while he or she was on duty, on County property, or in a County vehicle;  
6 or

7                   ii.    Any other violation of laws regulating use of alcohol  
8 and controlled substances which adversely affects an employee's ability to perform  
9 major job functions, specifically to include loss or limitation of driving privileges when the  
10 employee's job is identified as requiring a valid license.

11           **C.    Levels of Discipline**

12               1.     The level of discipline imposed on non-probationary employees for  
13 violation of the Alcohol and Drug Policy Work Rules above or other violations resulting  
14 from the use of alcohol or drugs will be according to the provisions of Article 17,  
15 Disciplinary Action.

16               2.     Employees will be held fully accountable for their behavior. Use of  
17 alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed  
18 for rule violations, misconduct, or poor performance except as specifically provided in  
19 the section on last chance agreements below.

20               3.     The Parties acknowledge that, all other things being equal, certain  
21 duties imply a higher standard of accountability for compliance with the requirements of  
22 this policy than others. These duties include, but are not limited to, the following:

- 23                   •     carrying firearms  
24                   •     work in the criminal justice system  
25                   •     responsibility for public safety or the safety of co-  
26 workers  
27                   •     handling narcotics or other controlled substances  
28                   •     handling hazardous equipment or materials  
29                   •     influencing the behavior of minors  
30                   •     holding a Commercial Drivers License

31               4.     In instances in which the County determines that an employee's

1 conduct warrants termination, and the employee is diagnosed as having a chemical  
2 dependency by a Substance Abuse Professional (SAP) as provided for in "Section D"  
3 below, the County may offer the employee continued employment under the terms of a  
4 last chance agreement, an example of which is included as an attachment to this  
5 addendum.

6 a. Any Last Chance Agreement will include but not be limited to  
7 the following:

8 i. the requirement that the employee enroll, participate  
9 in, and successfully complete a treatment program as recommended by the Substance  
10 Abuse Professional;

11 ii. the right for the County to administer any number of  
12 unannounced follow up drug or alcohol tests at any time during the work day for a  
13 period of two (2) years from completion of any required treatment or education program;

14 iii. the signatures of the employee's supervisor, the  
15 employee, and the employee's Union representative.

16 b. The offer of a Last Chance Agreement will not set precedent  
17 for the discipline of other employees in the future. Any discipline incorporated in a Last  
18 Chance Agreement may not be grieved under the provisions of Article 18, Grievance  
19 Procedure.

20 **D. Mandatory Assessment and Treatment**

21 1. Employees who are disciplined for conduct which is related to the  
22 use of alcohol or drugs may be required to undergo assessment and to complete a  
23 program of education and/or treatment prescribed by a Substance Abuse Professional  
24 selected by the County. Employees who test positive for alcohol or controlled  
25 substances will be required to undergo assessment at the earliest opportunity,  
26 regardless of whether disciplinary action has been taken.

27 2. The County will verify employees' attendance, and that the  
28 assessment and treatment have been completed. This verification and any other  
29 information concerning alcohol and drug dependency will be treated as confidential  
30 medical information per applicable state and federal law and County Administrative  
31 Procedures.

3. Policy on the use of leave for assessment and treatment will be the same as for any other illness.

**E. Return to Work Testing**

Employees who test positive for being "under the influence" of drugs may be required to test negative before returning to work. *(Note that Federal law requires CDL holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or drug test.)*

**IV. Testing**

**A. Basis for Testing**

1. All employees may be tested:

a. based on reasonable suspicion of being "under the influence" of alcohol or prohibited drugs;

b. before returning to work after testing positive for being "under the influence" of alcohol or drugs;

c. as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.

2. An employee applying for a different County position will be subject to testing on the same basis, and using the same procedures and methods, as outside applicants.

3. Holders of Commercial Drivers Licenses shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, CDL holders will be subject to legally required random testing and testing following certain kinds of accidents.

**B. Establishing Reasonable Suspicion**

**1. Definition**

a. "Reasonable suspicion" is a set of objective and specific observations or facts which lead a supervisor to suspect that an employee is under the influence of drugs, controlled substances, or alcohol. Examples include, but are not limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern of unexplained absenteeism, erratic work performance, persistent poor judgment,

1 difficulty concentrating, theft from office or from other persons, unexplained absences  
2 during office hours, or employee's admission of use of prohibited substances.

3 b. Lead workers who oversee day-to-day work activities are "supervisors" for  
4 the purposes of establishing reasonable suspicion and directing employees to be tested  
5 on that basis. This provision applies to lead workers who supervise or act as lead  
6 workers as part of their job description, (such as Corrections Records Supervisors and  
7 Maintenance Crew Leaders), as well as to those who receive premium pay under  
8 Addendum B, Lead Worker Assignment and Pay.

9 **2. Supervisory training**

10 The County will provide training to all supervisors on establishing  
11 reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who  
12 have not been trained will not have the authority to direct employees to be tested on the  
13 basis of reasonable suspicion of being under the influence.

14 **3. Additional precautions**

15 Application of the "Reasonable Suspicion" standard to any  
16 employee in this bargaining unit shall include the following additional precautions:

17 a. The supervisor shall articulate orally a summary of the  
18 specific facts which form the basis for believing that the employee is under the influence  
19 of drugs or alcohol; and

20 b. The supervisor shall provide upon request within forty eight  
21 (48) hours of the oral determination of "reasonable suspicion" a written specification of  
22 the grounds for reasonable suspicion; and

23 c. Except in field or shift circumstances which render contact  
24 difficult, no supervisor shall refer an employee for a drug or alcohol test based on  
25 "reasonable suspicion" unless the supervisor has consulted with another supervisor or  
26 exempt person regarding the grounds for the suspicion.

27 **C. Testing Methodology**

28 1. Testing procedures for all employees will be governed by the same  
29 standards as apply to CDL drivers under federal law. These standards include, but are  
30 not limited to, those governing sample acquisition, the chain of custody, laboratory  
31 selection, testing methods and procedures, and verification of test results.



2. In accordance with CDL standards, the County will contract with a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or she will review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on his or her professional judgment, he or she may change the preliminary test result to negative. The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative result.

3. In addition to compliance with federal guidelines, the following safeguards will also be applied:

a. Test results will be issued by the MRO or the testing laboratory only to the investigatory or supervisory personnel designated by the County. The results will be sent by certified mail or hand-delivered to the employee within three working days of receipt of results by the County.

b. If an employee disagrees with the results of the alcohol or drug test, the employee may request, in writing within five (5) days of receipt of test results, that the sample be re-tested at the employee's expense by the testing laboratory. The result of any such retest will be deemed final and binding and not subject to any further test. Failure to make a timely written request for a retest shall be deemed acceptance of the test results. If an employee requests a retest, any disciplinary action shall be stayed pending the results of the re-testing.

c. Test reports are medical records, and will be handled according to applicable state and federal law and County Administrative Procedures which insure the confidentiality of such records.

#### **V. Definitions**

##### **A. Alcohol:**

Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels of alcohol present in the body will be measured using a breathalyzer test.

##### **B. Controlled Substance:**

All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS 475.035, whose sale, purchase,

transfer, use, or possession is prohibited or restricted by law.

**C. County:**

Multnomah County, Oregon.

**D. Drug Paraphernalia:**

Drug paraphernalia means any and all equipment, products, and materials of any kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection with the production, delivery, or use of a controlled substance as that term is defined by ORS 475.005.

**E. Drug Test:**

A laboratory analysis of a urine sample to determine the presence of certain prohibited drugs or their metabolites in the body.

**F. Drugs:**

Controlled substances, designer drugs (drug substances not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration), and/or over-the-counter preparations available without a prescription from a medical doctor that are capable of impairing an employee's mental or physical ability to safely, efficiently, and accurately perform work duties.

**G. Medical Review Officer (MRO):**

A medical doctor trained in toxicology who contracts with employers primarily to review positive preliminary drug test results with employees. The MRO determines whether or not the results are likely to have been caused by factors other than drug abuse.

**H. On Duty:**

The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the County, or the period of time before or after work when an employee is wearing a uniform, badge, or other insignia provided by the County, or operating a vehicle or equipment which identifies Multnomah County.

**I. Prescription Medication:**

A medication for which an employee is required by law to have a valid, current prescription.

1       **J.    Reasonable Suspicion of Being Under the Influence of Drugs or**  
2       **Alcohol:**

3       See "Section IV. B. 1. a" above.

4       **K.    Substance Abuse Professional (SAP):**

5       A licensed physician, or licensed or certified psychologist, social worker,  
6       employee assistance professional, or addiction counselor with knowledge of and clinical  
7       experience in the diagnosis and treatment of alcohol and controlled substance-related  
8       disorders.

9       **L.    Under the Influence of Alcohol:**

10      See "Section III. B. 3" above.

11      **M.   Under the Influence of Drugs:**

12      See "Section II. B. 2" above.

13  
14                   **LAST CHANCE AGREEMENT**

15  
16      The following agreement is entered into between The Employer and The Employee.  
17      Failure on the part of the employee to meet the expectations below will result in the  
18      termination of his or her employment.

19  
20      1.     I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if  
21             required, I shall immediately enroll and continue in a bona fide alcohol/drug  
22             inpatient or outpatient rehabilitation program approved by the Employer. I fully  
23             understand that should I fail to complete either the inpatient or outpatient  
24             program, my employment with The Employer will be terminated.

25  
26      2.     I agree to comply with and complete the conditions of my "Aftercare Plan" as  
27             recommended by my treatment counselor. If I must be absent from my aftercare  
28             session, I must notify the employer. The Employer has my permission to verify  
29             my attendance at required meetings. If I do not continue in the aftercare  
30             program, I understand that my employment will be terminated.

1 3. I understand that the signing of this agreement shall allow the Employer the right  
2 to communicate with my physician and/or counselors regarding my status and  
3 progress of rehabilitation and aftercare.  
4

5 4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing  
6 (urinalysis or breath test) by the Employer for a period of 24 months from the  
7 date I return to work. (This time period will increase accordingly if I am absent  
8 from work, for any reason, for a cumulative period of one month or more.) I  
9 understand that if I refuse to take a drug test or if the test is positive, my  
10 employment will be terminated.  
11

12 5. I agree to return to work upon successful completion of the alcohol/drug  
13 rehabilitation program.  
14

15 6. It is understood that this agreement constitutes a final warning.  
16

17 7. I understand the Employee Assistance Program is available to me should  
18 personal problems arise in the future that may have an effect on my ability to  
19 remain in compliance with the Drug and Alcohol Policy and/or this agreement.  
20

21 8. I realize that violation of the Drug and Alcohol Rules and/or policies at any time in  
22 the future is cause for termination.  
23

24 9. I realize that my employment will be terminated if I fail to meet the expectations  
25 outlined in this Agreement and the letter attached.  
26

27 Disciplinary Action

28 I understand that the disciplinary action imposed in the attached letter may not be  
29 grieved under the grievance procedure in the Local 88 contract.  
30

31 Personal Commitment

I pledge and agree to abide by the terms of this agreement. I understand that a violation of or noncompliance with any of these terms will result in my being terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby consent to the County's contacting any treatment or health care provider who may have information on my alcohol or drug dependency condition and/or compliance with the terms of this agreement and authorize the provider to furnish such information to the County.

I understand the terms and conditions of this letter. I also understand that, except as expressly stated in this agreement, my terms and conditions of employment will be determined by the County's policies and rules, and that this agreement does not guarantee me employment for any set period of time. I have had sufficient time to study it away from the work place and to consult anyone I desire about it. I sign it free of any duress or coercion. This letter will become part of my personnel file.

_____ (Employee)	_____ (Date)	_____ (Exempt Employee With Disciplinary Authority)**	_____ (Date)
---------------------	-----------------	---	-----------------

_____ (Labor Representative )	_____ (Date)	_____ (Employee's Immediate Exempt Supervisor***) (optional)	_____ ( Date)
----------------------------------	-----------------	---	------------------

_____ (Multnomah County Labor Relations, if applicable*)	_____ (Date)
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Footnotes:

\* Necessary only if terms of the Labor Agreement are waived or excepted.

\*\* Always necessary.

- 1 \*\*\* Optional in cases in which immediate supervisor does not have termination authority.

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**ADDENDUM I**  
**OFFICE OF THE SHERIFF (MCSO)**

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**I. Sign-Up**

**A. Vacation**

Vacation sign-up shall be in accordance with Article 8 and the MCSO Memorandum issued pursuant to this article dated December 7, 1998.

**B. Shift and Vacancy**

**1. Counseling unit**

To fill a vacancy that occurs as a result of a change in work assignment within the work unit, a change in shift, or as a result of a vacancy (as defined by Article 22, I, A through D.) shall be based on seniority (as defined by County and Local 88 approved lists)

**2. Auxiliary services unit**

The provisions of Article 22 shall apply except as follows:

a. There shall be an annual sign-up for shift and days off. The criteria for selection of employees shall be as specified for shift vacancies in Article 22. Employees will additionally be afforded an opportunity to express a preference for work assignment and/or location; provided, however, that final determination in these matters is management's.

b. Vacancies which occur subsequent to the annual sign-up shall be filled by bid in accordance with the provisions of Article 22.

**3. Facility security unit**

The Facility Security Unit shall utilize the same procedure for shift and vacancy bidding as detailed above for Auxiliary Services.

**4. Records unit**

The Records Unit shall utilize the same provision as Auxiliary Services, provided that work assignment and location is deemed an exclusive management prerogative, shall not be part of the annual bidding process.

**5. Other units**

Other units shall conform with the requirements of Article 22 unless a formal exception is executed in accordance with the requirements of Article 26.

**II. Shift Trades (Time Exchanges)**

Shift trades shall be allowable subject to the terms and conditions of Special Order 99-17 dated June 1, 1999.

**III. Uniforms**

Records Unit employees required to wear uniforms shall receive upon hire into the unit a uniform allowance of two hundred dollars (\$200) and thereafter all request for additional uniforms shall be approved by MCSO Records Unit Manager prior to ordering



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**ADDENDUM J**  
**SCHOOL BASED EMPLOYEES**

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The purpose of this addendum is to set forth certain understandings between the parties concerning terms applicable to the limited duration layoff, summer on-call employment, and recall of employees in the Health Department and Department of Community and Family Services who work in School Base positions.

**Summer Layoff**

Local 88 bargaining unit members in School Based positions who perform on-call work for the County while on limited duration layoff during summer school shall be paid at the same step in the range that they held when the limited duration layoff took effect. They shall in addition receive a seventy-five cent (\$.75) per hour premium in-lieu-of benefits for all such on-call hours worked.

Employees who individually express particular desire for summer on call-work within their normal classification while on such limited duration layoff shall normally be called first for such on-call work. However, the parties understand that all employees on layoff remain available for and generally willing to work; further, that management retains the right to call an employee who has not expressed such desire if it determines that such would best serve County operational needs. Expressions of desire shall be in writing to the School Based Health Manager or, for affected Behavioral Health employees, the CFS Behavioral Health Administrator. An employee may refuse to work on-call work that is offered, with the understanding that such refusal may affect eligibility for unemployment compensation.

When implementing limited duration layoff or recall from layoff the County may deviate from the normal order of seniority layoff or recall otherwise required by the parties' collective bargaining agreement. Such deviation shall not be for a period exceeding seven (7) calendar days. A more senior employee who would have been retained or recalled, but for the departure from normal seniority order of layoff or recall, may use vacation or leave without pay for the period between the date he or she would

1 have bumped or been recalled under normal procedures and the effective date of the  
2 general school based health summer layoff or recall, as determined by the School  
3 based Manager or CFS Behavioral Health Administrator. In addition, such employees  
4 will accrue seniority and be eligible for medical and dental insurance coverage as  
5 though they were laid off or recalled in accordance with normal layoff or recall  
6 procedures.

7 **Holidays:**

8 Notwithstanding the provision of Article 7, members of the bargaining unit  
9 regularly assigned to the School Based Health Program/School Based Mental Health  
10 Program who request and are granted time off during the school winter vacation closure  
11 will be permitted, upon advance written request, to use leave without pay without first  
12 exhausting paid vacation, Saved Holiday time and compensatory time off. Employees  
13 who take such period as an authorized, unpaid leave of absence shall receive their  
14 Christmas and New Years Holiday pay even though they are not in pay status on the  
15 days before and after such holidays.

16 **Seniority and Layoff:**

17 (a) Bumping by and recall of bargaining unit members who are not regularly  
18 assigned to the School Based Health Program/School Based Mental Health Program  
19 into positions in that program shall be limited to vacant positions. For purposes of this  
20 subsection, a position is not "vacant" if an employee of the School Based Health  
21 Program/School Based Mental Health Program is on the recall list for the classification  
22 encompassing the position or if another School Based Health Program/School Based  
23 Mental Health Program employee is placed in the position through a demotional bump  
24 or reassignment into the position.

25 (b) Bumping by or recall of bargaining unit members who are regularly assigned  
26 to the School Based Health Program/School Based Mental Health Program shall be  
27 limited to positions inside the School Based Health Program/School Based Mental  
28 Health Program, if the County declares in writing at the time layoff notice is given to the  
29 affected employee that the layoff is of limited duration due to summer school closure.

30 (c) The Board of County Commissioners may adopt and implement a uniform  
31 policy whereby employees who transfer or are newly hired into the School Based Health

1 Program/School Based Mental Health Program are required as a condition of such  
2 transfer or hire to sign an agreement accepting the payment of County medical and  
3 dental insurance premiums in lieu of government unemployment insurance payments  
4 during the period of a limited duration layoff due to summer closure declared pursuant  
5 to paragraph (b) of this subsection. This shall be construed only as contractual  
6 authorization for such a policy. This shall not be construed as a purported waiver by  
7 the union of individual employee rights under the Oregon unemployment compensation  
8 statute.

9 (d) If the State of Oregon adopts a law which uniformly disqualifies employees  
10 on a limited duration layoff declared pursuant to paragraph (b) of this subsection from  
11 receiving unemployment insurance, even if they are available for and actively seeking  
12 suitable interim employment, the County and Union agree to meet to negotiate over the  
13 terms of possible alternative benefits or compensation to cover that period of  
14 unemployment.

15 (e) Employees subject to a limited duration layoff declared pursuant to (b) above  
16 shall be permitted to elect payoff of accumulated vacation pursuant to Article 8,  
17 VACATION LEAVE, section IV or, in lieu of such payoff, to carry over some or all of  
18 their accumulated balance for use subsequent to recall from limited duration layoff.  
19 Elections to carry forward vacation balances shall be written, signed by the employee  
20 and specify the number of accumulated hours the employee wishes to carry forward.  
21 The employee shall deliver such notice to his or her immediate exempt supervisor, the  
22 department's payroll timekeeper and to the Payroll manager of the central payroll office  
23 in the department of Support Services within three (3) work days of his or her receipt of  
24 notice of a limited duration layoff under (b) above. If such notice is not timely delivered,  
25 normal vacation payoff procedures shall be followed. Notwithstanding the foregoing, if  
26 an employee is given a non-limited duration layoff notice while on limited duration layoff  
27 status, and he or she is ineligible to bump a junior employee or into a vacancy, his or  
28 her remaining vacation shall be paid off in full at the time of the latter notice.

29 (f) Notwithstanding (e) above, the parties acknowledge that although requests to  
30 take vacations during the school year may in some cases be granted, the risk that  
31 management will deny such a request is significantly greater than in other county

1 operation's, due to the need to provide services to students when schools are in  
2 session. For that reason, the parties encourage employees to continue to select  
3 vacation times during winter and spring school vacations. Further, employees facing  
4 limited duration layoff should take into account the limited availability of time off when  
5 schools are in session, the vacation accumulation ceilings set forth in this agreement,  
6 and the risk of forfeiture of vacation (when accumulation ceilings are reached) when  
7 deciding whether to carry their accumulated balances forward.

8 **Probationary period:**

9 The probationary period of an employee on probation when a limited duration  
10 layoff takes effect shall be frozen over the summer and shall resume when the  
11 employee is recalled to work at the commencement of the next school year. This shall  
12 not apply if the County notifies the employee that his or her probationary period has  
13 been terminated.

14 **Article 11 - Health and Welfare:**

15 Employees of the School Based Health Program/School Based Mental Health  
16 Program subject to a limited duration summer closure layoff declared pursuant to this  
17 addendum shall be subject to the provisions of Article 11 , Health and Welfare, Section  
18 1, subsections (G) for the purpose of determining the date on which medical and dental  
19 benefits cease and resume.

20 **Re-Opener:**

21 The Union reserves the right to re-open Addendum I for purposes of  
22 negotiations if County grants another bargaining unit School Base Employees benefits  
23 that exceed those as outlined in this addendum.  
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MEETING DATE: August 23, 2001  
AGENDA NO: R-2  
ESTIMATED START TIME: 9:40 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Grant Notice of Intent, Oregon Dept. of State Police (Byrne Funds) Domestic and Violence Prevention Programs.

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: August 23, 2001  
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: DCFS DIVISION: D.O./Domestic Violence  
CONTACT: Chiquita Rollins TELEPHONE #: (503) 988-4112  
BLDG/ROOM #: 166/7

PERSON(S) MAKING PRESENTATION: Chiquita Rollins

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Notice of Intent Approval Request- OSP (Byrne Funds) Domestic Violence Prevention Programs.

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

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

*John T. Puetz*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
01 AUG 15 PM 2:12

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
OFFICE OF THE DIRECTOR  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 988-3691  
FAX (503) 988-3379 TDD (503) 988-3598

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN · CHAIR OF THE BOARD  
MARIA ROJO deSTEFFEY · DISTRICT 1 COMMISSIONER  
SERENA CRUZ · DISTRICT 2 COMMISSIONER  
LISA NAITO · DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS · DISTRICT 4 COMMISSIONER

**TO:** Board of County Commissioners

**From:** Lorenzo T. Poe, Jr., Director

**RE:** Grant Notice of Intent

**Date:**

**I. Recommendation/Action Requested:**

Approval of the NOI to apply for funding for funds under the Oregon State Police Force Domestic and Family Violence Prevention Programs (Byrne Memorial Funds) for a redesign of the regional domestic violence crisis line and information and referral system.

**II. Background/Analysis:**

*Due Date:* August 24, 2001

There are two general categories for possible funding under this program:

1. Programs that address gaps in services related to intimate partner abuse identified in the *1998 Oregon Domestic Violence Needs Assessment (ODVNA)*
2. Programs that address needs identified by applicant communities in the areas of child abuse or abuse of the elderly.

The proposed project falls under the first category and will be in the sub-category of "innovative programs." These types of programs are defined as:

... those that are *theory based* (have a specific research-based rationale for their expected effectiveness). However, they have not yet been subjected to evaluation through rigorous experimental study designs (with control or comparison groups) to examine deterrent effects on abuse, criminal misconduct, or risk factors for abuse.

There is a significant emphasis on evaluation, which will consist of three phases:

1. Grantees will develop their capacity to conduct evaluation activities;
2. Emphasis will be placed on conducting process evaluation;
3. Will include outcome monitoring as well as continued process evaluation.

DCFS tentatively plans to apply for \$107,000 for a grant beginning October 1, 2001. The program has the potential of being funded for up to a 48-month period. The grant would

provide funds for the Domestic Violence Coordinator's Office to hire staff to redesign the existing domestic violence crisis intervention and information and referral system serving the Tri-county area.

The Multnomah County Family Violence Coordinating Council found, in a recent assessment of the victim services system, that the need for a centralized domestic violence information and referral line was a high priority. The domestic violence victim services system and populations it serves have become increasingly diverse in the last five years. However, the existing crisis lines and information and referral resources have not kept pace.

The proposed project would be a four year one consisting of three phases. The first phase will include an analysis of regional needs, research on state-of-the-art information and referral and access lines and technology, and a design of a more efficient centralized domestic violence referral line. The second phase will begin implementation and development of a more detailed plan. The third phase will be full implementation. In future years, DCFS will contract for the fully implemented system.

### III. Financial Impact:

*Total Funds:* \$1 million - 6 to 10 grants of \$100,000 to \$150,000 per year. It is possible that the program would be continued for up to 48 months. *Matching requirement:* Grant funds may pay up to 75% of the total cost of the program. At least 25% of the funding (match) must be in the form of cash. In-kind services or non-cash sources may not be used.<sup>1</sup>

*No indirect costs allowed:* Indirect costs are not allowed in the grant. The Department will have to absorb any indirect costs. Indirect costs do not count as part of the cash match.

*Financial implications:* DCFS plans to apply for approximately \$107,000. The required match would be \$35,667, bringing the total project costs to \$146,667.

- At this point in time efforts are in progress to attempt to develop the required match. In the event that the matching funds cannot be confirmed and committed prior to the deadline for submittal of the grant application, DCFS will not submit the grant application.
- The County would be required to absorb all indirect costs and this will not count as a part of the match because the same rules that apply to the Byrne funds also apply to the matching funds. (The rules prohibit use of the funds for indirect costs.)
- The County would have to commit to dedicating the general fund dollars that go to pay specified staff who would be contributing time directly to the project. This would *not* involve any *new or additional* general fund dollars.

### IV. Legal Issues:

None are anticipated

### V. Controversial Issues:

The only issues involved are ones that pertain to the internal administrative issues and in particular the matching funds requirement. There is general support for the overall goal of the project.

### VI. Links to County Policies:

The proposal is in line with the County's efforts to work cooperatively and collaboratively to further the mutual good of local communities. The proposal also addresses long-term

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<sup>1</sup> Per phone conversation of 7/25/01 with Rene Kim - contract officer - we can use part of staff salaries of people directly involved with the proposed project as well as space designated for the project as part of the cash match.



benchmarks of reducing domestic violence and reducing crime. It will lead to the reduction of overlap and duplication of services.

VII. Citizen Participation:

The proposed project has the support from the Family Violence Coordinating Council as well as support and a commitment to participate in the redesign planning from domestic violence victim service providers including Portland Women's Crisis Line, the Portland Police Bureau, and other professionals involved in domestic violence intervention systems.

VIII. Other Government Participation:

It is anticipated that the Portland Police Bureau and others will provide part of the required match outside the County.

## **Application for Byrne Funds:**

### **Redesign of an Up-To-Date Centralized Domestic Violence R&I Crisis Line**

The Multnomah County Department of Community and Family Services, on behalf of the Family Violence Coordinating Council, seeks funding to support the design and implementation of an up-to-date centralized domestic violence information and referral line for the Tri-County region of Oregon (Washington, Clackamas and Multnomah Counties).

Byrne funds will be utilized to redesign and, in future years, to implement a centralized 24-hour domestic violence information and referral source in the Tri-County area. This resource will simplify access to the increasingly complex domestic violence emergency service system, thus benefiting victims, their families, and area service providers.

The Tri-County area has 1.44 million people, an increase of almost 20% since 1990. In addition, there are significant populations of African-Americans (44,800), Native Americans (16,300), Asian (75,700), mixed and other races (109,700) and Hispanics (116,100). There has also been an increase in the number of immigrants and the number of countries they come from, and therefore in the number of languages that are spoken in this area.

The region's population includes 500,000 adult women between the ages of 18 and 64 years old in the area. According to the 1998 Oregon Needs Assessment, 13.6% of those women will be abused by an intimate partner each year (72,300 women). Over 90% of women physically abused in the last decade had reached out and sought support and protection. The report also indicated that crisis counseling was one of the top 5 needs in this area, and that crisis line responses were the most supportive and provided the most useful information about services.

It has been becoming increasingly clear that the current "system" of information, referral and crisis counseling has been unable to meet the needs of victims and service providers. The Multnomah County Domestic Violence Coordinator's Office and the Multnomah County Family Violence Coordinating Council have recently completed a comprehensive assessment of the local victim services system. This survey highlighted intolerable levels of fragmentation within our system and explicit requests for coordinated information and referral. The current system is comprised of eight 24-hour crisis lines operated by individual agencies. There is no electronic communication among/between these lines and no shared database of up-to-date information and resources throughout the region. It is time to upgrade the domestic violence emergency service system in a comprehensive and coordinated way to provide safety to victims and meet the needs of all of the members of the system.

MEETING DATE: August 23, 2001  
AGENDA NO: R-3  
ESTIMATED START TIME: 9:55 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Terminating Cable Franchise Agreement With RCN Telecom Services of Oregon, Inc. and Releasing RCN From Its Obligations Under the Franchise

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, August 23, 2001  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: Commissioner Serena Cruz and Mt. Hood Cable Regulatory Commission

CONTACT: Julie S. Omelchuck TELEPHONE #: 503-823-4188  
BLDG/ROOM #: 106/704

PERSON(S) MAKING PRESENTATION: Royal Harshman or Mary Sue Disciple, MHCRC

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Terminating Cable Franchise Agreement With RCN Telecom Services of Oregon, Inc. and Releasing RCN From Its Obligations Under the Franchise

08/28/01 copies to MHCRC

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Serena Cruz  
(OR)

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us



**Commissioner Serena Cruz, District 2**  
**MULTNOMAH COUNTY OREGON**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Oregon 97214  
(503) 988-5219 phone  
(503) 988-5440 fax

## **SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: Commissioner Serena Cruz  
Through the Mt. Hood Cable Regulatory Commission

DATE: July 26, 2001

RE: Terminating Cable Franchise Agreement with RCN Telecom Services of Oregon, Inc.

1. Recommendation/Action Requested:

Approve resolution terminating RCN Cable Franchise Agreement and releasing RCN from its franchise obligations.

2. Background/Analysis:

On September 7, 2000, following recommendation of Mt. Hood Cable Regulatory Commission (MHCRC), the Board approved a cable franchise agreement with RCN Telecom Services of Oregon, Inc. (RCN). The franchise expires in 2010. Due to altered economic conditions, RCN has changed its business plans and requested termination and release of its obligations under the franchise. MHCRC staff discussed these requests with RCN and proposed certain conditions to accomplish RCN's withdrawal without harm to MHCRC or the Jurisdictions (Multnomah County and the Cities of Portland, Fairview, Gresham, Troutdale and Wood Village). The termination was recommended by MHCRC in its Resolution No. 2001-06 that is attached as Exhibit A to the proposed resolution.

3. Financial Impact:

none

4. Legal Issues:

none

5. Controversial Issues:

none

6. Link to Current County Policies:

none

7. Citizen Participation:

The Mt. Hood Cable Regulatory Commission discussed and recommended the Jurisdictions approve terminating RCN's franchise subject to conditions at its July 10, 2001 meeting.

8. Other Government Participation:

The cities of Portland, Gresham, Troutdale, Fairview and Wood Village have approved the transfer.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Termination of the Cable Franchise Agreement with RCN Telecom Services of Oregon, Inc. and Releasing RCN from its Obligations Under the Franchise

**The Multnomah County Board of Commissioners Finds:**

- a. The Mt. Hood Cable Regulatory Commission (MHCRC), created by Intergovernmental Agreement dated December 24, 1992 (IGA), carries out cable regulation and administration on behalf of Multnomah County (County) and the Cities of Fairview, Gresham, Portland, Troutdale, and Wood Village (Jurisdictions). The MHCRC acts in an advisory capacity to the Jurisdictions in connection with any cable franchise decisions.
- b. As provided in the MHCRC IGA, Section 4.B., the County reserves full authority to accept, reject, or modify proposed franchise agreements for cable, broadband or other services recommended by the MHCRC.
- c. On September 7, 2000, by Resolution 00-147, the Board approved a Cable Franchise Agreement with RCN Telecom Services of Oregon, Inc. (RCN) for construction, operation and maintenance of a cable system within the Jurisdictions, including construction of a cable plant in the City of Portland, as recommended by MHCRC.
- d. Due to changing economic conditions and its own business plans, RCN has requested that its franchises with the Jurisdictions be terminated, that it be released from its obligations under the franchises and that the Jurisdictions and MHCRC forego certain legal action against RCN for its withdrawal from the Jurisdictions.
- e. On July 10, 2001, by Resolution No. 2001-06 attached as Exhibit A, MHCRC recommended that the Jurisdictions terminate the franchises, release RCN from its obligations and forego certain legal actions against RCN, under specific conditions. These conditions include paying certain moneys owed MHCRC under agreements with the Jurisdictions, releasing the MHCRC from certain confidentiality requirements, and submitting its formal request for franchise termination to MHCRC and the Jurisdictions. A copy of RCN's formal request is attached as Exhibit B.
- f. It is in the interest of the County to help provide for an orderly exit of RCN from the Jurisdictions, and RCN has met the conditions recommended by the MHCRC.

**The Multnomah County Board Of Commissioners Resolves:**

1. Termination of Franchise. The County approves termination of the MHCRC/RCN Franchise between RCN Telecom Services of Oregon, Inc., and the Jurisdictions, adopted by County Resolution 00-147, and release of RCN from all obligations under the franchise. The County will forego pursuing any penalty or other remedies available under the franchise, including drawing upon RCN's performance bonds for RCN's failure to meet its construction schedule, complete construction, or otherwise fully perform under franchise granted to RCN by the County.
2. Agreement to Forego Certain Legal Action. The County shall not pursue any claims for damages associated with RCN's withdrawal from promised operations within the County.
3. This resolution is effective July 24, 2001.

ADOPTED this 23rd day of August 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-113**

Authorizing Termination of the Cable Franchise Agreement with RCN Telecom Services of Oregon, Inc. and Releasing RCN from its Obligations Under the Franchise

**The Multnomah County Board of Commissioners Finds:**

- a. The Mt. Hood Cable Regulatory Commission (MHCRC), created by Intergovernmental Agreement dated December 24, 1992 (IGA), carries out cable regulation and administration on behalf of Multnomah County (County) and the Cities of Fairview, Gresham, Portland, Troutdale, and Wood Village (Jurisdictions). The MHCRC acts in an advisory capacity to the Jurisdictions in connection with any cable franchise decisions.
- b. As provided in the MHCRC IGA, Section 4.B., the County reserves full authority to accept, reject, or modify proposed franchise agreements for cable, broadband or other services recommended by the MHCRC.
- c. On September 7, 2000, by Resolution 00-147, the Board approved a Cable Franchise Agreement with RCN Telecom Services of Oregon, Inc. (RCN) for construction, operation and maintenance of a cable system within the Jurisdictions, including construction of a cable plant in the City of Portland, as recommended by MHCRC.
- d. Due to changing economic conditions and its own business plans, RCN has requested that its franchises with the Jurisdictions be terminated, that it be released from its obligations under the franchises and that the Jurisdictions and MHCRC forego certain legal action against RCN for its withdrawal from the Jurisdictions.
- e. On July 10, 2001, by Resolution No. 2001-06 attached as Exhibit A, MHCRC recommended that the Jurisdictions terminate the franchises, release RCN from its obligations and forego certain legal actions against RCN, under specific conditions. These conditions include paying certain moneys owed MHCRC under agreements with the Jurisdictions, releasing the MHCRC from certain confidentiality requirements, and submitting its formal request for franchise termination to MHCRC and the Jurisdictions. A copy of RCN's formal request is attached as Exhibit B.
- f. It is in the interest of the County to help provide for an orderly exit of RCN from the Jurisdictions, and RCN has met the conditions recommended by the MHCRC.



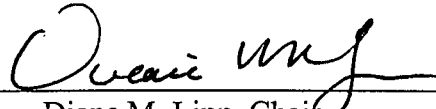
**The Multnomah County Board Of Commissioners Resolves:**

1. Termination of Franchise. The County approves termination of the MHCRC/RCN Franchise between RCN Telecom Services of Oregon, Inc., and the Jurisdictions, adopted by County Resolution 00-147, and release of RCN from all obligations under the franchise. The County will forego pursuing any penalty or other remedies available under the franchise, including drawing upon RCN's performance bonds for RCN's failure to meet its construction schedule, complete construction, or otherwise fully perform under franchise granted to RCN by the County.
2. Agreement to Forego Certain Legal Action. The County shall not pursue any claims for damages associated with RCN's withdrawal from promised operations within the County.
3. This resolution is effective July 24, 2001.

ADOPTED this 23rd day of August 2001.

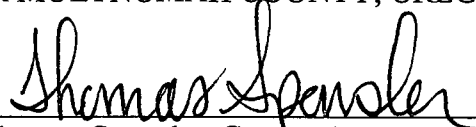


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Thomas Sponsler, County Attorney

Before the  
Mt. Hood Cable Regulatory Commission  
1120 SW Fifth Ave., Room 704  
Portland, OR 97204

Recommend to the Jurisdictions that RCN, at RCN's request, be released from existing franchises in the Jurisdictions, and be granted a temporary, limited, non-renewable permit to facilitate RCN's transfer of assets in Portland, in exchange for certain considerations from RCN.

Resolution No. 2001-06  
Adopted by the Commission  
July 10, 2001

Section 1. Findings

- 1.1 The Mount Hood Cable Regulatory Commission ("Commission" or "MHCRC") was created by Intergovernmental Agreement (dated 12/24/1992) ("IGA") to carry out cable regulation and administration on behalf of Multnomah County and the cities of Portland, Gresham, Troutdale, Fairview, and Wood Village (the Jurisdictions"). Among other things the Commission acts in an advisory capacity to the Jurisdictions in connection with the granting or termination of cable franchises. The Jurisdictions themselves have authority in these matters; and have agreed to consider the advice and recommendations of the MHCRC and to take no action in connection with these matters until the Commission has had a prior opportunity to consider them.
- 1.2 RCN holds cable franchises in the Jurisdictions of Multnomah County and the cities of Gresham, Troutdale, Fairview, and Wood Village, containing certain requirements and authorizations connected with constructing, operating and maintaining a cable system. The franchises are due to expire in 2010, with possible extension under certain conditions. RCN also holds a temporary permit, due to expire July 19, 2001, under which the company has constructed cable plant in the streets of the City of Portland.
- 1.3 Due to changing economic conditions and its own business plans, RCN has requested to be released from all its obligations under its existing franchises in the Jurisdictions, and has expressed to City officials and Commission staff its intent to forego any operation of its plant in City of Portland. RCN has also requested that the Jurisdictions and the Commission forego certain legal action against the company connected with the company's withdrawal from the Jurisdictions, and that the City of Portland assist in certain ways to facilitate the orderly transfer of RCN assets to a new owner. In exchange, RCN offers to pay the MHCRC certain moneys owed under its agreements with the Jurisdictions, post a performance bond, and make certain written representations to the Jurisdictions.

- 1.4 In the light of existing economic conditions affecting overbuilders generally, and RCN in particular, RCN's request for release from its obligations and associated requests are understandable, and their offer of considerations in exchange is reasonable. It is in the interest of the Jurisdictions and the Commission to facilitate the orderly exit of RCN under reasonable terms.

NOW, THEREFORE, the Commission resolves:

## Section 2.

- 2.1 The Commission recommends that the Jurisdictions formally act to acknowledge and accept RCN's request for release from its franchise obligations, as well as certain other requests including a modification or replacement of the revocable permit granted by the City of Portland, under certain conditions. Thus, subject to the complete fulfillment by RCN of the conditions specified in Section 2.2 below it is recommended to the Jurisdictions that:
  - 2.1.1 The Jurisdictions of Multnomah County and the cities of Gresham, Fairview, Troutdale and Wood Village should agree to release RCN from its obligations under existing, initially granted franchises; and forego pursuing any penalty or other remedies available under the franchise, including drawing upon RCN's performance bonds, for RCN's failure to meet its construction schedule, complete construction, or otherwise fully perform under franchises granted to RCN by these Jurisdictions.
  - 2.1.2 The Jurisdictions should not pursue any claims for damages associated with RCN's withdrawal from promised operations within the Jurisdictions.
  - 2.1.3 The City of Portland should grant a temporary, limited, non-renewable permit, beginning on July 20, 2001 and having a term of no more than Ninety (90) days, to provide RCN with additional time for orderly disposition of its existing plant constructed within Portland's streets, and the authority to maintain such facilities during that time. Such permit should explicitly prohibit a) any construction of additional facilities in the Streets by RCN, and b) any operation of the plant or provision of services by RCN. This permit should be modified to address the limited grant of authority, both durationally and operationally.
  - 2.1.4 The Jurisdictions should cooperate with RCN, if requested, to help facilitate a timely transfer of ownership of existing RCN plant.
- 2.2 The Commission recommends to the Jurisdictions that the actions described in Section 2.1 be undertaken only upon complete fulfillment of the following actions by RCN:
  - 2.2.1 Submission of a written request, addressed to the Jurisdictions, acknowledging the company's change in business plans and asking for the Jurisdictions to release RCN from the existing RCN franchises in the MHCRC Jurisdictions. The written request should also acknowledge that the release shall be without recourse for RCN against any of the Jurisdictions for actions taken in either issuing or terminating RCN's franchise.

- 2.2.2 Payment to the MHCRC, at the earliest possible time but no later than 5:00 p.m. on July 17, 2001, of the sum of Fifty Thousand Dollars (\$50,000) in fulfillment of the agreement signed by RCN.
- 2.2.3 Posting and maintenance of a performance bond, in the amount of Two Hundred Thousand Dollars (\$200,000), running to the City of Portland, in a form acceptable to the Portland City Attorney's Office, so long as RCN continues to own facilities in City rights of way. RCN shall have the bond in place to coincide with the issuance of the Portland City Council's approval of a replacement for the existing revocable permit, as referred to in Section 2.1.3 above.
- 2.2.4 Release of the MHCRC, in writing, at the earliest possible time but no later than 5:00 p.m. on July 17, 2001, from any requirements of confidentiality regarding any maps and other records in the possession of the MHCRC or the Jurisdictions pertaining to RCN plant construction. RCN shall also provide copies of any "as-built" maps for any Facilities actually placed in the Streets of any Jurisdiction by that time.
- 2.3 The Commission directs staff to prepare all necessary documents to facilitate the implementation of the recommendations in this Resolution.

RESOLVED BY THE COMMISSION on July 10, 2001

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Sue Dicile, Chair

Reviewed by:

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Benjamin Walters, Legal Counsel

# COPY



David A. Hankin  
Vice President  
Regulatory & Government

1400 Fashion Island Blvd., Suite 100  
San Mateo CA 94404  
(650) 212-8010  
Fax (650) 212-8009

July 10, 2001

Mary Beth Henry, Acting Director  
Mount Hood Cable Regulatory Commission  
1120 SW Fifth Avenue, Room #704  
Portland OR 97204

Re: Multnomah County, and the cities of Fairview, Gresham, Troutdale & Wood Village

To: Multnomah County, and the cities of Fairview, Gresham, Troutdale & Wood Village:

RCN holds franchises in Multnomah County and the cities of Fairview, Gresham, Troutdale, and Wood Village ("Jurisdictions"), to construct, operate and maintain a cable system.

The franchises were granted by the Jurisdictions at the request of RCN. However, RCN's business plans have changed, and the company does not intend to construct or operate a system in the Jurisdictions. RCN has worked with the Mount Hood Regulatory Commission (the "Commission") to arrange for an orderly exit from the Jurisdictions. Accordingly, pursuant to Resolution No. 2001-06, Adopted by the Commission on July 10, 2001, RCN requests that the Jurisdictions terminate the existing franchises with RCN, and release RCN from all obligations under the franchises.

RCN acknowledges that such termination and release shall be without recourse by RCN against any of the Jurisdictions for actions taken in either issuing or terminating RCN's franchise.

Sincerely

A handwritten signature in cursive script that reads "David Hankin".

David Hankin

MEETING DATE: August 23, 2001  
AGENDA NO: R-4  
ESTIMATED START TIME: 10:00 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Authorizing funding to assess costs and needs in determining if Multnomah County should proceed with renovating the Multnomah County Courthouse

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: August 9 & 23, 2001  
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Non-Departmental DIVISION: Commission District #3

CONTACT: Terri Naito TELEPHONE #: (503) 988-5217  
BLDG/ROOM #: 503 / 600

PERSON(S) MAKING PRESENTATION: Commissioner Lisa Naito

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Authorizing funding to assess costs and needs in determining if Multnomah County should proceed with renovating the Multnomah County Courthouse.

08/23/01 copies to BCC, Lisa Naito, Terri Naito, Mike Oswald & Dan Brown

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: Lisa Naito

(OR)

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us

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MULTNOMAH COUNTY  
OREGON



Commissioner LISA NAITO  
MULTNOMAH COUNTY • DISTRICT 3

BOARD OF COUNTY COMMISSIONERS • 501 S.E. HAWTHORNE BLVD., SUITE 600 • PORTLAND, OREGON 97214  
(503) 988-5217 phone  
(503) 988-5262 fax

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## **SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: Commissioner Lisa Naito

DATE: August 1, 2001

RE: Authorizing funding to assess costs and needs in determining if Multnomah County should proceed with renovating the Multnomah County Courthouse.

1. Recommendation/Action Requested:

Approval of Resolution.

2. Background/Analysis:

A study was commissioned by the Multnomah County Courthouse Task Force and conducted under the auspices of the County's Facilities & Property Management Division to evaluate the continued use of the Multnomah County Courthouse as a court facility. Following a 15-month examination, the Task Force found that while many members prefer building a new courthouse, renovation and expansion of the existing Multnomah County Courthouse is an option. The Task Force also recognized that renovation would necessitate that the Courthouse not be occupied during construction, and therefore an interim strategy must be developed. This interim strategy should include the creation of an East County court facility to be used first as a temporary, then permanent space. In addition, a more detailed analysis of court operational needs and cost estimates for a renovated Courthouse must be determined in order to prepare for a General Obligation Bond for voter approval in November 2002. This Resolution is to authorize funding for further study of these items.

3. Financial Impact:

Disbursement of up to \$250,000 from the Asset Preservation Fund as part of the County Master Planning Process.

4. Legal Issues:

None known.

5. Controversial Issues:

While most people agree that renovating the Multnomah County Courthouse is necessary because of potential safety issues and its designation as an historic building, opinions vary as to whether the building should continue to function as a court facility or be renovated for other use.

6. Link to Current County Policies:

Investment in the Multnomah County Courthouse is a long-term commitment requiring extensive planning to ensure its ongoing usefulness. Dollars from the Capital Improvement Program and managed by the Department of Sustainable Community Development are dedicated in part to preserving assets and providing safe facilities. These are components of the County's guiding principles for management of its facilities, adopted in 1995.

Beginning in 1999 an *Asset Preservation Fee* was assessed to all County tenants based on a square footage charge of billable space. This fee is intended to pay for the replacement of major building systems before they have reached the end of their lifecycle.

7. Citizen Participation:

This Resolution follows the recommendation of the Multnomah County Courthouse Task Force, a fifteen-member group that examined these issues over a 15-month period.

8. Other Government Participation:

The Multnomah County Courthouse Task Force included representatives from the Gresham Police Department, the office of U. S. Senator Ron Wyden, and the Multnomah County Circuit Court.



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Funds to Determine Whether to Proceed with Renovating the  
Multnomah County Courthouse

**The Multnomah County Board of Commissioners Finds:**

- a. Since its completion in 1914, the Multnomah County Courthouse has been the strongest symbol of County government. It is an integral part of this community's cultural heritage. Its designation on the National Register of Historic Places and its listing as a City of Portland Landmark makes it a resource worthy of preservation and requires us to safeguard it for future generations.
- b. From within the halls, courtrooms and chambers of the Multnomah County Courthouse has come a long and varied history of landmark legal cases, and sensational disputes that have riveted the attention of the press and the public. More importantly, the routine workings of the Courthouse reflect and impact the everyday lives of ordinary people in Multnomah County.
- c. The City of Portland's examination of the viability of the urban core calls for strengthening Downtown's role as the seat of local and regional government. The Multnomah County Courthouse, along with City Hall, anchors a series of dynamic buildings that flank a chain of small parks. Along with the Justice Center, the Edith Green Wendell Wyatt Federal Office Building, the Federal Courthouse and the Portland Building, they create a "Government Center." This concept dates back to a 1912 plan outlining the future growth of our city center, and has been updated by the more recent Downtown Plan and Central City Plan.
- d. The inadequate seismic strength of the Multnomah County Courthouse has made the building a "dangerous structure" since 1991 (as indicated by City of Portland's building regulations). The recent February 28, 2001 earthquake centered 200 miles north of the County caused evacuation of the Courthouse. It serves as a vivid reminder that the seismic safety of the building and the safety of the people that work and conduct business

in the Courthouse must be addressed as soon as feasibly possible. As these concerns may impact public safety, inaction is not an option.

- e. As Multnomah County continues its commitment as a responsible steward for taxpayer funds and to be accountable, renovation of the Multnomah County Courthouse must be considered in the larger financial picture. As options for renovation and ancillary construction are explored, the citizens of Multnomah County have the right to expect good value for their tax dollars.

**The Multnomah County Board of Commissioners Resolves:**

1. Renovation of the historic Multnomah County Courthouse as a courts building will maintain the structure as a significant and distinguished symbol of County government.
2. Owing to the unpredictable possibility of a damaging earthquake and concern for public safety, it is vital that steps to improve the safety of the employees and users of the Courthouse and to safeguard the functions of the Courthouse be accomplished as soon as practicable.
3. The Facilities and Property Management Division of the Department of Sustainable Community Development of Multnomah County is directed to spend up to \$250,000 from the Asset Preservation Fund as part of the County Master Planning Process to contract with an architectural consultant. The consultant will perform an operational assessment and space utilization analysis for a renovated Multnomah County Courthouse. This study will address the interim needs of the courts and other users during renovation of the Courthouse.

The study will:

- i. Identify appropriate space in the Portland Downtown and East County areas for interim use, including possible expansion of Family Courts at the Donald E. Long juvenile detention facility and at the downtown Justice Center.
- ii. Identify costs related to relocating the functions of the Courthouse to and from temporary spaces, including potential leasing costs of interim spaces.

- iii. Identify operational issues and costs associated with a permanent East County courts facility.
  - iv. Identify court operational needs and a more detailed cost estimate for a renovated Courthouse.
  - v. Identify total project costs for bond measure purposes.
4. To proceed without delay, the consultant contract will be entered no later than September 4, 2001.
5. The Facilities and Property Management Division will provide draft results of the study and assessment to the Board of County Commissioners by November 29, 2001. It will provide a complete study and assessment report to the Board by January 15, 2002.
6. Upon consideration of the study, the Board may submit a general obligation bond measure for voter approval at the November 2002 general election.

**ADOPTED this \_\_\_\_ day of August, 2001.**

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Funds to determine whether to proceed with renovating ~~how best to proceed with~~  
~~addressing Facility Deficiencies of~~ the Multnomah County Courthouse.

**The Multnomah County Board of Commissioners Finds:**

- a. Since its completion in 1914, the Multnomah County Courthouse has been the strongest symbol of County government. It is an integral part of this community's cultural heritage. Its designation on the National Register of Historic Places and its listing as a City of Portland Landmark makes it a resource worthy of preservation and requires us to safeguard it for future generations.
- b. The existing Multnomah County Courthouse does not meet the requirements of the Fourth Judicial District, Circuit Court of the State of Oregon. The current size and configuration of the Courthouse do not meet the programmatic requirements of the Court ~~and the age of the facility. The facility does not meet current standards for life/safety and building systems are have exceeded the design life.~~
- c. The City of Portland's examination of the viability of the urban core calls for strengthening Downtown's role as the seat of local and regional government. The Multnomah County Courthouse, along with City Hall, anchors a series of dynamic buildings that flank a chain of small parks. Along with the Justice Center, the Edith Green Wendell Wyatt Federal Office Building, the Federal Courthouse and the Portland Building, they create a "Government Center." This concept dates back to a 1912 plan outlining the future growth of our city center, and has been updated by the more recent Downtown Plan and Central City Plan.
- ~~d. The inadequate seismic strength of the Multnomah County Courthouse has made the building a "dangerous structure" since 1991 (as indicated by City of Portland's building regulations). The recent February 28, 2001 earthquake centered 200 miles north of the County caused evacuation of the Courthouse. It serves as a vivid reminder that the seismic safety of the building and the safety of the people that work and conduct business in the Courthouse must be addressed as soon as feasibly possible. As these concerns may impact public safety, inaction is not an option.~~ d. The April 2001 seismic evaluation determined that the Multnomah County Courthouse will not collapse during an earthquake. However, to meet current life/safety performance objectives, the building

requires seismic strengthening. As this issue impacts public health and welfare, the seismic strengthening of the Courthouse should be undertaken within the next two years.

- e. Correcting the current deficiencies of the existing Multnomah County Courthouse will require extensive renovation. Renovation of the existing Courthouse will be required regardless of the preferred alternative to address the future courthouse needs of Multnomah County.
- f. As Multnomah County continues its commitment as a responsible steward for taxpayer funds and to be accountable, renovation of the Multnomah County Courthouse must be considered in the larger financial picture. As options for renovation and ancillary construction are explored, the citizens of Multnomah County have the right to expect good value for their tax dollars.

**The Multnomah County Board of Commissioners Resolves:**

- 1. Renovation of the historic Multnomah County Courthouse as a courts building will maintain a significant and distinguished symbol of County government.
- ~~2. Owing to the unpredictable possibility of a damaging earthquake and concern for public safety, it is vital that steps to improve the safety of the employees and users of the Courthouse and to safeguard the functions of the Courthouse be accomplished as soon as practicable.~~ 2. In its current condition, an earthquake may damage the Multnomah County Courthouse indefinitely disrupting court operations. It is vital that recommended seismic upgrades be accomplished as soon as practicable to safeguard the welfare of the tenants and the public, and to assure that the courthouse remains operational.
- 3. The Facilities and Property Management Division of the Department of Sustainable Community Development of Multnomah County is directed to spend up to \$250,000 from the Asset Preservation Fund, as part of the County Master Planning Process, to contract with architectural consultant(s) to accomplish the following scope of work:
  - a. ~~Within the context of the alternative to renovate the existing Multnomah County Courthouse,~~ Develop a cost analysis of either leasing and reconfiguring space as needed, or building a new county office facility for interim court operations. This shall include:
    - i. An operational assessment and space utilization analysis that will address the interim needs of the courts and other users during renovation of the Courthouse.

**RE-DRAFT 8/21/01 10:00 am**  
**REDRAFT – 8/22/01, 11:00 AM – Naito and Cruz**

- ii. Identify appropriate space in the Portland Downtown and East County areas for interim use, including possible expansion of Family Courts at the Donald E. Long juvenile detention facility and at the downtown Justice Center.
  - iii. Identify costs related to relocating the functions of the Courthouse to and from temporary spaces.
  - iv. All analysis shall include identifying operational issues and costs associated with a permanent East County courts facility ~~and address the Gresham Circuit Court requirements~~, with consideration for demographics, capacities of facilities, expansion potential and population trends. Identify how addressing those requirements can be integrated into ~~resolving the existing Courthouse deficiencies. This~~ meeting interim court needs during the renovations of the Courthouse.
- ~~b. Provide a more complete cost estimate for a new courthouse construction alternative. This alternative shall include renovation costs of the County Courthouse.~~
- ~~e. Facilities and Property Management Division shall study the cost of ongoing maintenance of a renovated existing courthouse versus the maintenance of a new courthouse.~~
- 4. To proceed without delay, the consultant contract(s) will be entered no later than October 15, 2001.
  - 5. The Facilities and Property Management Division will provide draft results to the Board of County Commissioners by December 31, 2001, and provide a complete study and assessment report to the Board by January 31, 2002. This shall include total project costs for bond measure purposes.
  - 6. Upon consideration of the study, the Board may submit a general obligation bond measure for voter approval at the November 2002 general election.

**ADOPTED this 23rd day of August, 2001.**

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RE-DRAFT 8/21/01 10:00 am**  
**REDRAFT – 8/22/01, 11:00 AM – Naito and Cruz**

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Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Thomas Sponsler, County Attorney

## **BOGSTAD Deborah L**

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**From:** SPONSLE Thomas  
**Sent:** Thursday, August 23, 2001 8:35 AM  
**To:** NAITO Terri W  
**Cc:** BOGSTAD Deborah L; KINOSHITA Carol  
**Subject:** Courthouse Resolution

At the August 9 Board meeting, the courthouse resolution was postponed for consideration at the August 23 meeting. The resolution had been distributed as part of the agenda material for the August 9 meeting and the same version was redistributed as part of the material for the August 23 meeting. Now a different version will be proposed for Board consideration at the August 23 meeting. That version has not been distributed publicly distributed to citizens or commissioners. Current practice (such as two weeks ago with the mental health resolution) is that unanimous consent of the commissioners is required to consider the different resolution at the August 23 meeting. It does not matter if the different resolution is "new" or a "substitution". A different resolution may be considered at a future Board meeting without unanimous consent if it is on the agenda and distributed as part of the agenda material for that meeting.

Thomas Sponsler



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Funds to determine whether to proceed with renovating the Multnomah County Courthouse.

**The Multnomah County Board of Commissioners Finds:**

- a. Since its completion in 1914, the Multnomah County Courthouse has been the strongest symbol of County government. It is an integral part of this community's cultural heritage. Its designation on the National Register of Historic Places and its listing as a City of Portland Landmark makes it a resource worthy of preservation and requires us to safeguard it for future generations.
- b. The existing Multnomah County Courthouse does not meet the requirements of the Fourth Judicial District, Circuit Court of the State of Oregon. The current size and configuration of the Courthouse do not meet the programmatic requirements of the Court.
- a. The City of Portland's examination of the viability of the urban core calls for strengthening Downtown's role as the seat of local and regional government. The Multnomah County Courthouse, along with City Hall, anchors a series of dynamic buildings that flank a chain of small parks. Along with the Justice Center, the Edith Green Wendell Wyatt Federal Office Building, the Federal Courthouse and the Portland Building, they create a "Government Center." This concept dates back to a 1912 plan outlining the future growth of our city center, and has been updated by the more recent Downtown Plan and Central City Plan.
- d. The April 2001 seismic evaluation determined that the Multnomah County Courthouse will not collapse during an earthquake. However, to meet current life/safety performance objectives, the building requires seismic strengthening. As this issue impacts public health and welfare, the seismic strengthening of the Courthouse should be undertaken within the next two years.
- e. Correcting the current deficiencies of the existing Multnomah County Courthouse will require extensive renovation. Renovation of the existing Courthouse will be required regardless of the preferred alternative to address the future courthouse needs of Multnomah County.
- f. As Multnomah County continues its commitment as a responsible steward for taxpayer funds and to be accountable, renovation of the Multnomah County Courthouse must be considered in the larger financial picture. As options for renovation and ancillary

construction are explored, the citizens of Multnomah County have the right to expect good value for their tax dollars.

**The Multnomah County Board of Commissioners Resolves:**

1. Renovation of the historic Multnomah County Courthouse as a courts building will maintain a significant and distinguished symbol of County government.
2. In its current condition, an earthquake may damage the Multnomah County Courthouse indefinitely disrupting court operations. It is vital that recommended seismic upgrades be accomplished as soon as practicable to safeguard the welfare of the tenants and the public, and to assure that the courthouse remains operational.
3. The Facilities and Property Management Division of the Department of Sustainable Community Development of Multnomah County is directed to spend up to \$250,000 from the Asset Preservation Fund, as part of the County Master Planning Process, to contract with architectural consultant(s) to accomplish the following scope of work:
  - a. Develop a cost analysis of either leasing and reconfiguring space as needed, or building a new county office facility for interim court operations. This shall include:
    - i. An operational assessment and space utilization analysis that will address the interim needs of the courts and other users during renovation of the Courthouse.
    - ii. Identify appropriate space in the Portland Downtown and East County areas for interim use, including possible expansion of Family Courts at the Donald E. Long juvenile detention facility and at the downtown Justice Center.
    - iii. Identify costs related to relocating the functions of the Courthouse to and from temporary spaces.
    - iv. All analysis shall include identifying operational issues and costs associated with a permanent East County courts facility with consideration for demographics, capacities of facilities, expansion potential and population trends. Identify how addressing those requirements can be integrated into meeting interim court needs during the renovations of the Courthouse.
  - b. Identify court operational needs and a more detailed cost estimate for a renovated Courthouse.

4. To proceed without delay, the consultant contract(s) will be entered no later than October 1, 2001.
5. The Facilities and Property Management Division will provide draft results to the Board of County Commissioners by December 15, 2001, and provide a complete study and assessment report to the Board by January 15, 2002. This shall include total project costs for bond measure purposes.
6. Upon consideration of the study, the Board may submit a general obligation bond measure for voter approval at the November 2002 general election.
7. If the study demonstrates that renovation into a courts facility is not feasible, the Chair will convene another process to evaluate alternative court facilities including an East County courts facility and renovation of the Courthouse for alternative purposes.

**ADOPTED this 23rd day of August, 2001.**

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-114**

Authorizing Funds to Determine Whether to Proceed with Renovating the Multnomah County Courthouse

**The Multnomah County Board of Commissioners Finds:**

- A. Since its completion in 1914, the Multnomah County Courthouse has been the strongest symbol of County government. It is an integral part of this community's cultural heritage. Its designation on the National Register of Historic Places and its listing as a City of Portland Landmark makes it a resource worthy of preservation and requires us to safeguard it for future generations.
- B. The existing Multnomah County Courthouse does not meet the requirements of the Fourth Judicial District, Circuit Court of the State of Oregon. The current size and configuration of the Courthouse do not meet the programmatic requirements of the Court.
- C. The City of Portland's examination of the viability of the urban core calls for strengthening Downtown's role as the seat of local and regional government. The Multnomah County Courthouse, along with City Hall, anchors a series of dynamic buildings that flank a chain of small parks. Along with the Justice Center, the Edith Green Wendell Wyatt Federal Office Building, the Federal Courthouse and the Portland Building, they create a "Government Center." This concept dates back to a 1912 plan outlining the future growth of our city center, and has been updated by the more recent Downtown Plan and Central City Plan.
- D. The April 2001 seismic evaluation determined that the Multnomah County Courthouse will not collapse during an earthquake. However, to meet current life/safety performance objectives, the building requires seismic strengthening. As this issue impacts public health and welfare, the seismic strengthening of the Courthouse should be undertaken within the next two years.
- E. Correcting the current deficiencies of the existing Multnomah County Courthouse will require extensive renovation. Renovation of the existing Courthouse will be required regardless of the preferred alternative to address the future courthouse needs of Multnomah County.
- F. As Multnomah County continues its commitment as a responsible steward for taxpayer funds and to be accountable, renovation of the Multnomah County Courthouse must be considered in the larger financial picture. As options for renovation and ancillary

construction are explored, the citizens of Multnomah County have the right to expect good value for their tax dollars.

**The Multnomah County Board of Commissioners Resolves:**

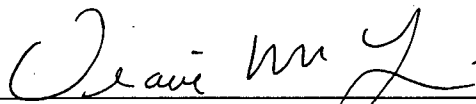
1. Renovation of the historic Multnomah County Courthouse as a courts building will maintain a significant and distinguished symbol of County government.
2. In its current condition, an earthquake may damage the Multnomah County Courthouse indefinitely disrupting court operations. It is vital that recommended seismic upgrades be accomplished as soon as practicable to safeguard the welfare of the tenants and the public, and to assure that the courthouse remains operational.
3. The Facilities and Property Management Division of the Department of Sustainable Community Development of Multnomah County is directed to spend up to \$250,000 from the Asset Preservation Fund, as part of the County Master Planning Process, to contract with architectural consultant(s) to accomplish the following scope of work:
  - a. Develop a cost analysis of either leasing and reconfiguring space as needed, or building a new county office facility for interim court operations. This shall include:
    - i. An operational assessment and space utilization analysis that will address the interim needs of the courts and other users during renovation of the Courthouse.
    - ii. Identify appropriate space in the Portland Downtown and East County areas for interim use, including possible expansion of Family Courts at the Donald E. Long juvenile detention facility and at the downtown Justice Center.
    - iii. Identify costs related to relocating the functions of the Courthouse to and from temporary spaces.
    - iv. All analysis shall include identifying operational issues and costs associated with a permanent East County courts facility with consideration for demographics, capacities of facilities, expansion potential and population trends. Identify how addressing those requirements can be integrated into meeting interim court needs during the renovations of the Courthouse.
  - b. Identify court operational needs and a more detailed cost estimate for a renovated Courthouse.
4. To proceed without delay, the consultant contract(s) will be entered no later than October 1, 2001.

5. The Facilities and Property Management Division will provide draft results to the Board of County Commissioners by December 15, 2001, and provide a complete study and assessment report to the Board by January 15, 2002. This shall include total project costs for bond measure purposes.
6. Upon consideration of the study, the Board may submit a general obligation bond measure for voter approval at the November 2002 general election.
7. If the study demonstrates that renovation into a courts facility is not feasible, the Chair will convene another process to evaluate alternative court facilities including an East County courts facility and renovation of the Courthouse for alternative purposes.

ADOPTED this 23rd day of August, 2001.

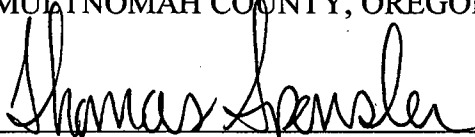


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Thomas Sponsler, County Attorney

## SPEAKER SIGN UP CARDS

DATE 8/23/01

NAME MONICA FORD

ADDRESS 2342 SW Binford LK Py  
Gresham, OR 97080

PHONE 503 666-2952

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Resolution Adopting Early

GIVE TO BOARD CLERK Childhood  
Framework

MEETING DATE: August 23, 2001  
AGENDA NO: R-5  
ESTIMATED START TIME: 10:15 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Early Childhood Framework, and Initiating Planning for Goal 3: "Family Strengths are Supported"

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, August 23, 2001  
AMOUNT OF TIME NEEDED: 30 Minutes

DEPARTMENT: Non-Departmental DIVISION: Commissioner Lisa Naito  
CONTACT: Wendy Lebow TELEPHONE #: (503) 988-5217  
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Lisa Naito, Wendy Lebow, Monica Ford, Kathy Turner

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

RESOLUTION Adopting Early Childhood Framework, and Initiating Planning for Goal 3: "Family Strengths are Supported."

08-28-01 copies to Lisa Naito, Wendy Lebow & Kathy Turner

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: Lisa Naito

(OR)

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us

BOARD OF  
COUNTY COMMISSIONERS  
01 AUG 15 PM 2:44  
MULTNOMAH COUNTY  
OREGON





## **Lisa Naito, Multnomah County Commissioner District 3**

Suite 600, Multnomah Building  
501 SE Hawthorne Boulevard  
Portland, Oregon 97214

Phone: (503) 988-5217  
FAX: (503) 988-5262  
Email: [lisa.h.naito@co.multnomah.or.us](mailto:lisa.h.naito@co.multnomah.or.us)

### **SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: Wendy Lebow

DATE: August 9, 2001

RE: Resolution to Adopt Early Childhood Framework , and Initiating Planning  
for Goal 3: "Family Strengths are Supported"

1. Recommendation/Action Requested:  
Approval
2. Background/Analysis:  
Multnomah County has been actively involved in creation of the Early Childhood Framework, which is a document that includes a vision, goals, outcomes and strategies. The document has received extensive comments from outreach conducted by the Early Childhood Care and Education Council of the Multnomah Commission on Children, Families & Community. The final document is being presented for adoption. Multnomah County has done additional work to develop Framework Goal 3, "Family Strengths are Supported." Multnomah wishes to sponsor this goal, along with stakeholders in the community. The Goal 3 planning work will be the foundation for local planning for the funds and programs brought to the County through the Oregon Children's Plan, legislation recently adopted by the State legislature.
3. Financial Impact:  
There is no immediate financial impact. County staffing effort will be required as part of the planning process. A plan for allocation of Oregon Children's Plan funds will be presented to the Board of County Commissioners and the Multnomah Commission on Children and Families. Funds become available February 2002.

4. Legal Issues:  
None.

5. Controversial Issues:  
In an era of scarce funds, competing demands for the new resources brought through the Oregon Children's Plan will be highly sought after. Priorities for funding will have to be thoughtfully crafted planners and early childhood stakeholders in order to develop the most effective and efficient services.

6. Link to Current County Policies:  
The Task Force will address the benchmark of school readiness.

7. Citizen Participation:  
Citizen stakeholders and advocates will be part of the planning process. The Early Childhood Care and Education Council will be very involved. The Council is made up primarily of community members who are professionals in this field. They have close links to parents and consumers of service.

8. Other Government Participation:  
Other Governmental entities have been involved in the development of the materials referenced here, will be invited to participate on the planning process.



## Early Childhood Care & Education Council Of Multnomah County



July 30, 2001

Multnomah County Commissioner Lisa Naito  
501 SE Hawthorne Blvd., Suite 600  
Portland, Oregon 97214

Dear Commissioner Naito:

The Commission on Children, Families & Community is pleased to submit to you our recommendations on the Early Childhood Framework.

Our Early Childhood Care & Education Council worked in partnership with many community representatives to provide the best thinking on how to help all young children develop their full potential. Our version of the Framework may *look* different than the draft you gave to us, but it is firmly based on the work that you and your workgroup began.

Since the time you asked us to further develop the framework, we co-hosted a forum with 200 participants, sought additional feedback at Council and full Commission meetings, made the draft available on the Commission website, and directed people to the website in a local parenting publication.

As you will see we chose guiding principles, presented at the bottom of each page, to keep in mind when looking at each goal and outcome. We compiled a list of outcomes we need to achieve to reach each goal. Also, we have gathered additional strategies for achieving the goals and outcomes, and we expect more strategies to present over time.

We know that the Early Childhood Framework is a work in progress. Although we have completed our recommendations, we know that the County, cities, and our other partners in Multnomah County will need to adopt the Framework and commit to its implementation. The document will improve over time as we undertake action planning for the implementation of the Framework.

### Members

Larry Norvell, Chair  
Pauline Anderson  
Lena Bean  
Guy Burstein  
Carol Cole  
Lee Coleman  
Leslie Garth-Clark  
Muriel Goldman  
Kamron Graham  
Pam Greenough  
Carla Harris  
Margie Harris  
Samuel Henry  
Earlene Holmstrom  
Janet Kretzmeier  
Colleen Lewis  
Diane Linn  
Linda Gear Long  
Kay Lowe  
Leticia Longoria Navarro  
Janice Nightingale  
Susan Oliver  
D. Claire Oliveros  
Mike Reich  
Mark Rosenbaum  
Nan Waller  
Duncan Wyse

### Staff

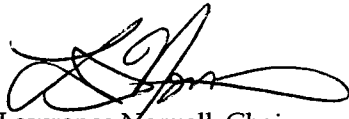
Jim Clay, Executive Director  
Erin Barnhart  
Judy Brodkey  
Kristine Dale  
Jeanette Hankins  
Janet Hawkins  
Kelly Huotari  
Lisa Pellegrino  
Bonnie Rosatti  
Jana Rowley  
Chris Tebben

421 SW 6th Avenue,  
Suite 1075  
Portland, OR 97204-1620  
Ph: (503) 988-3897  
Fax: (503) 988-5538  
ccfc.org@co.multnomah.or.us  
www.ourcommission.org  
inter-office: 166/1075

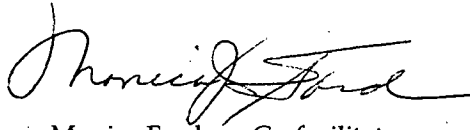
We hope you continue to view the Commission and its Council as partners with you in this important work. We are ready to assist you in making presentations to local jurisdictions and to provide our best collective advice as the Framework grows. We intend our focus to be Goal 6: "The early childhood system of care meets community needs." We also want to help with other goals as needed.

As the County Board considers adoption of this Framework, please advise Board members of our enthusiastic endorsement. Thank you for your leadership.

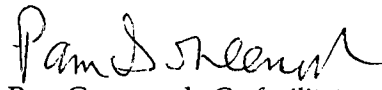
Sincerely,



Lawrence Norvell, Chair,  
Commission on Children,  
Families & Community



Monica Ford, Co-facilitator,  
Early Childhood Care & Education  
Council



Pam Greenough, Co-facilitator,  
Early Childhood Care & Education  
Council

## **Background:**

### **Vision for a Voluntary System of Services for Families With Young Children**

Multnomah County has planned for a coordinated, streamlined service system to assist families with the most risk factors. The planning has been developed from a goal of the Early Childhood Framework Plan. The Framework is meant to be a tool for government and private organizations to coordinate planning and programs related to families with very young children. The Framework identifies six goals, with outcomes and strategies for achieving the goals.

#### **Sponsoring Goal - Families with Risk Factors**

Multnomah County provides funding and staffing for social, health and behavioral health services. The County will sponsor Goal 3, on early childhood, which is: *Families with high risk have help to reduce risks and be strengthened.*

#### **Vision for Voluntary System of Services for Families with Young Children ("Vision")**

The Vision was developed by staff from the Department of Community and Family Services, Health Department, and the Libraries. A wide variety of early childhood care and education professionals, foundations and community leaders offered suggestions.

The Vision was created with the notion that when fully implemented the focus of the "highest risk" category of the chart will be approximately 20% of all births in the County, which is approximately 1,800 families a year. The Vision is based on the following principles:

- Voluntary services for families
- Two universal assessment touch-points (prenatal and at birth)
- A continuum of service that are seamless for those who participate, from prenatal through kindergarten transition
- Proven programs based on research and best practices
- Coordination with
  - Early Childhood Care and Education Council of the Multnomah Commission on Children, Families and Community
  - Oregon Children's Plan
  - Citizen's Crime Commission

#### **Budget**

Attached to the Vision is a draft budget that identifies the estimated cost of fully funding the programs. The top section of the budget includes programs that are funded or operated by Multnomah County. The bottom section includes community-based programs that are necessary for a successful, integrated early childhood system. Costs remain estimates.

#### **Next Steps**

Current County services are being aligned towards the Vision. Additional funding is being sought to fully implement the program outlined in the Vision.

July 25, 2001

# Whole Community Advocacy & Parenting Education

## Services and Resources Available to All Parents and Young Children

Age of children	Universal families	Activities and programs available	Highest Risk Families
<b>Prenatal</b>	<b>Prenatal Screening (All families)</b>	<ul style="list-style-type: none"> <li>Coordinated assessment &amp; triage plan for services</li> </ul>	<ul style="list-style-type: none"> <li><b>Healthy Start Program</b> (Olds Nurse Home Visiting Program &amp; Family Support Team)</li> <li><b>Early Head Start</b></li> </ul>
<b>At Birth</b>	<b>Welcome Baby (All New Births)</b>	<ul style="list-style-type: none"> <li>Nurse hospital visits – all new births</li> <li>Coordinated assessment and Triage plan for services</li> </ul>	<ul style="list-style-type: none"> <li><b>Healthy Start Program</b> (Continuing and new families – “Olds” is continuing families only)</li> <li><b>Early Head Start</b></li> <li><b>Early Intervention</b></li> </ul>
<b>Birth to Pre-K</b>	<b>Library Programs</b> <b>Early Childhood Development &amp; Care</b> <b>Medical/Health</b> <b>Behavioral Health</b> <b>Early Intervention</b> <b>Child Welfare</b>	<ul style="list-style-type: none"> <li>Library Early Childhood Resources Program</li> <li>Early Words</li> <li>Reach Out and Read</li> <li>Child Care Provider Networks</li> <li>Child Care Resource &amp; Referral</li> <li>Well baby care</li> <li>Dental</li> <li>Lead screening &amp; Immunization education</li> <li>Early Childhood Mental Health Consultants</li> </ul>	<b>Early Head Start Head Start</b> <b>WIC</b> <b>Mental Health Counseling &amp; Alcohol and Drug Treatment</b> <b>Developmental Delays &amp; Disabilities Services</b> <b>Relief Nurseries</b>
<b>Kindergarten to Grade 3</b>	<b>Public School System (All children)</b>	<ul style="list-style-type: none"> <li>Kindergarten transition and assessment</li> </ul>	<b>First Step Program Touchstone</b>

**Funding & Program Estimates:**  
**Vision for Voluntary System of Services for Families with Young Children**  
August 8, 2001

**Programs Operated by Multnomah County**

Program	No. Served per Year	Est. Total Cost	Mult. Co. Existing Funding <sup>1</sup>	Portland Children's Investment	Oregon Children's Plan	Federal Funding	Foundation Funding	Private Funding
Prenatal Assessment	12,000	\$500,000						
<i>Healthy Start</i> : Olds Nurse Home Visiting	900	\$5,280,000	\$336,700 <sup>2</sup>					
<i>Healthy Start</i> : Family Support Team	1,850	\$12,705,000	\$6,347,370 <sup>2</sup>					
A&D and MH Treatment - Funding Pool	1,400	\$2,000,000						
Welcome Baby	9,300	\$910,000	\$407,940 <sup>2</sup>					
Evaluation and Coordination	--	\$650,000						
Sub-Totals	--	\$22,045,000	\$7,092,010					

<sup>1</sup> Existing programs will be realigned to this model

<sup>2</sup> Medicaid match portion = \$800,000 from Health Department programs

**Community-Based Programs**

Programs	No. to be Served	Est. total cost	Mult. Co. Existing Funding	Portland Children's Investment	Oregon Children's Plan	Federal Funding	Foundation Funding	Private Funding
Head Start	1,800	\$13,582,000	\$705,800 <sup>3</sup>	\$700,000		\$11,468,630 <sup>4</sup>		
Early Head Start	1,800	\$20,542,500				\$3,258,500 <sup>4</sup>		
Parent Education & Newsletters	9,300	\$400,000						
Child Welfare - Relief Nurseries	240	Not avail.	\$385,000	\$300,000				
Sub-Totals	--	\$34,524,500	\$1,090,800	\$1,000,000		\$14,727,130		
Grand Total	--	\$56,569,500	\$8,182,810	\$1,000,000		\$14,727,130		

<sup>3</sup> Early Childhood Mental Health Consultants (plus \$8000 for a Nurse Manager)

<sup>4</sup> Total current funding from Federal and State sources

NOTE: The above tables are based on serving 20% (approximately 1,800 a year) of the families with new births who have the most risk factors in the county.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Adopting Early Childhood Framework, and Initiating Planning for Goal 3: "Family Strengths are Supported"

**The Multnomah County Board of Commissioners Finds:**

- a. The Early Childhood Framework was developed by Commissioner Naito, elected officials from Portland and Gresham, the Early Childhood Care and Education Council, and private foundations. The Framework is a tool for government and private organizations to coordinate planning and programs for families with very young children. The Framework identifies six goals, with outcomes and strategies for achieving the goals.
- b. The Early Childhood Care and Education Council, a committee of the Commission on Children, Families & Community, has led community input into the document, and has integrated those comments into the final document.
- c. Multnomah County is the local designated provider for health and social services, which is consistent with the goals, outcomes and strategies of Goal 3: "Family Strengths are Supported." Multnomah County wishes to sponsor this goal, together with other local governments, early childhood care and education professionals, private organizations, parents and the community.
- d. The attached document, Vision for a Voluntary System of Services for Families with Young Children, was developed as the planning tool to implement Goal 3: "Families Strengths are Supported."
- e. In July 2001 the Oregon Legislature adopted HB 3659, the Oregon Children's Plan, that will be integrated with County services to work towards a service system that will provide services to all children and families with risks so that every child can have the best possible start in life, to look forward to a bright future.

**The Multnomah County Board of Commissioners Resolves:**

1. The Early Childhood Framework is adopted.
2. Multnomah County will be the sponsoring organization to plan for Goal 3 of The Early Childhood Framework and its implementation, based on the "Vision for a Voluntary System of Services for Families with Young Children."



3. Multnomah County will work collaboratively with the Commission on Children, Families & Community to implement the Oregon Children's Plan in alignment with Goal 3.

ADOPTED this 23rd day of August, 2001.

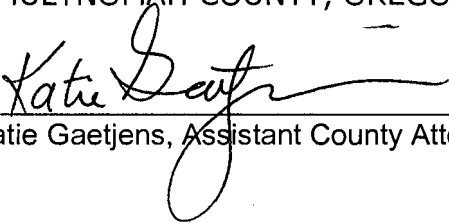
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Katie Gaetjens, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-115**

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**The Multnomah County Board of Commissioners Finds:**

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ADOPTED this 23rd day of August, 2001.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

Katie Gaetjens, Assistant County Attorney

## **Background:**

### **Vision for a Voluntary System of Services for Families With Young Children**

Multnomah County has planned for a coordinated, streamlined service system to assist families with the most risk factors. The planning has been developed from a goal of the Early Childhood Framework Plan. The Framework is meant to be a tool for government and private organizations to coordinate planning and programs related to families with very young children. The Framework identifies six goals, with outcomes and strategies for achieving the goals.

#### **Sponsoring Goal - Families with Risk Factors**

Multnomah County provides funding and staffing for social, health and behavioral health services. The County will sponsor Goal 3, on early childhood, which is: *Families with high risk have help to reduce risks and be strengthened.*

#### **Vision for Voluntary System of Services for Families with Young Children ("Vision")**

The Vision was developed by staff from the Department of Community and Family Services, Health Department, and the Libraries. A wide variety of early childhood care and education professionals, foundations and community leaders offered suggestions.

The Vision was created with the notion that when fully implemented the focus of the "highest risk" category of the chart will be approximately 20% of all births in the County, which is approximately 1,800 families a year. The Vision is based on the following principles:

- Voluntary services for families
- Two universal assessment touch-points (prenatal and at birth)
- A continuum of service that are seamless for those who participate, from prenatal through kindergarten transition
- Proven programs based on research and best practices
- Coordination with
  - Early Childhood Care and Education Council of the Multnomah Commission on Children, Families and Community
  - Oregon Children's Plan
  - Citizen's Crime Commission

#### **Budget**

Attached to the Vision is a draft budget that identifies the estimated cost of fully funding the programs. The top section of the budget includes programs that are funded or operated by Multnomah County. The bottom section includes community-based programs that are necessary for a successful, integrated early childhood system. Costs remain estimates.

#### **Next Steps**

Current County services are being aligned towards the Vision. Additional funding is being sought to fully implement the program outlined in the Vision.

## **Early Childhood Vision: All children develop to their full potential**

Goal 1.  
The community nurtures  
children and families

Goal 2.  
Families nurture their children

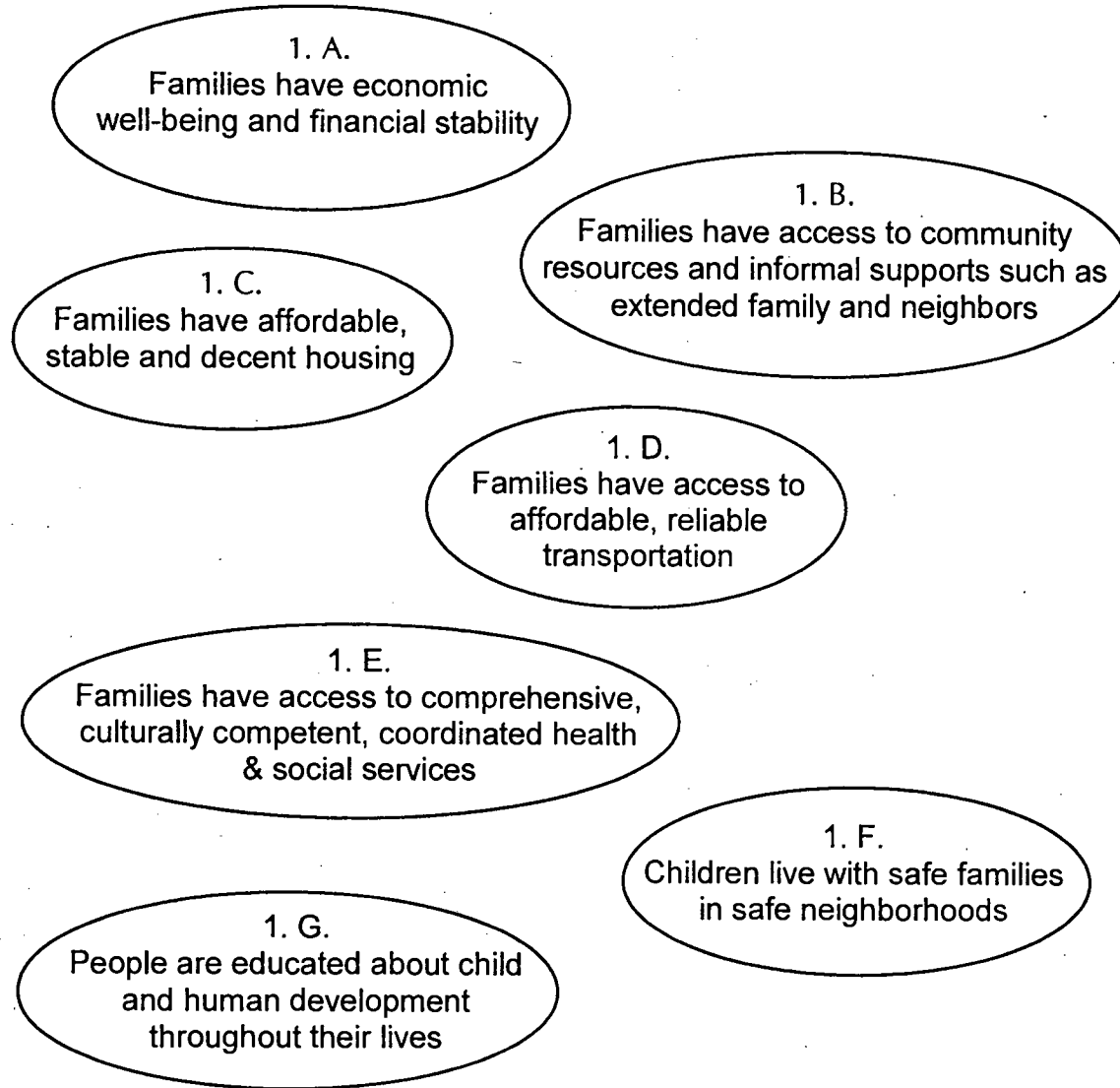
Goal 3.  
Family strengths are  
supported

Goal 4.  
Child care meets children's  
and families' needs

Goal 5.  
Children succeed in their  
early education

Goal 6.  
The early childhood system  
of care meets community  
needs

## Goal 1. The community nurtures children and families



### Possible Strategies

- ♦ Develop stronger communities through community centers which organize informal social supports.
- ♦ Enact strong policies for safety of young children (e.g. gun safety, child abuse prevention, lead poisoning prevention.)
- ♦ Promote land use planning that is family-friendly and encourages development of community gathering spaces.
- ♦ Encourage schools to integrate child and human development into their K-12 curriculum.
- ♦ Train service providers and educators to provide culturally competent services.
- ♦ Give employers information and incentives to support healthy families.

### Guiding Principles

EVERYONE in the community has a role in nurturing young children.

The community has formal and informal systems for meeting the needs of young children.

This Framework is for ALL children within our diverse community.

## Goal 2: Families nurture their children

### 2. A.

Families learn and use effective skills to nurture and guide their children

### 2. B.

Each child forms stable, positive relationships

### 2. C.

Programs support the healthy development of families through parenting education and links to resources and mentoring

### 2. D.

Family stability is supported by the community at all phases of development

### 2. E.

Families ensure that their children receive adequate health care and needed social services

### Possible Strategies

- ◇ Conduct ongoing prenatal screenings for medical and significant risks.
- ◇ Conduct home visits for all newborns linking families to needed supports and community resources.
- ◇ Develop and promote a health education curriculum to parents and family members.
- ◇ Provide families with access to service programs for low cost dental and nutritional care.
- ◇ Provide family mentors to support parents in their role as parents.
- ◇ Fully immunize all children where a safety net is utilized.
- ◇ Ensure that all children receive adequate nutrition.
- ◇ See Strategy in Goal 1 referring to child and human development education

### Guiding Principles

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## Goal 3: Family Strengths are supported

3. A.

Families are actively engaged in building upon their strengths

3.B.

Families with risks are identified and obtain health and social services

3. C.

The community helps children overcome the effects of abuse, neglect, and trauma

3. E.

Families have a positive view of the future

3. D.

Children with special needs fully participate in the community

### Possible Strategies

- ◇ Increase parent support, education and respite through intensive home visiting programs
- ◇ Provide relationship-based mentoring for at-risk children and parents
- ◇ Increase access and availability of health services, domestic violence services, mental health services, alcohol/drug treatment, sexual abuse treatment, and juvenile justice.
- ◇ Develop and implement early childhood care and education approaches to improving severely challenging forms of behaviors.
- ◇ Ensure that classes are available often, and all over the County, that help families develop their knowledge and supports.

### Guiding Principles

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The community has formal and informal systems for meeting the needs of young children.  
This Framework is for ALL children within our diverse community.



## Goal 4: Child care meets children's and families' needs

4. A.

Child care is recognized as early childhood care and education

4. B.

Families obtain the child care they need that is accessible and affordable

4. C.

Children are in quality care environments that are safe, healthy and developmentally appropriate

4. D.

Child care provider training and technical support is available to all providers

4. E.

The child care profession offers stable, desirable jobs with living wages

4. F.

Employers support child care for their employees and for the community

### Possible Strategies

- ◇ Provide small business and child development training supports to all child care providers.
- ◇ Ensure access to early childhood mental health services for all child care providers
- ◇ Ensure access to early childhood special needs services for all child care providers.
- ◇ Provide incentive stipends to child care providers who achieve designated levels of training.
- ◇ Develop child care subsidies to provide assistance to families to stabilize their child care.
- ◇ Develop a public awareness campaign emphasizing the recognition of child care as early childhood care and education.
- ◇ Create a system to disseminate health and safety equipment and materials to child care providers to meet Child Care Division registration and certification requirements.
- ◇ Educate employers on ways to assist employees in supporting their child care needs.
- ◇ Provide tax incentives beneficial to all sizes of employers to ensure that quality, developmentally appropriate child care facilities, in a variety of settings, are available for all their employees.
- ◇ Provide families with consumer education on how to look for quality child care. Provide child care providers technical assistance through support networks and mentoring.
- ◇ Recruit child care providers to meet the child care needs of parents, i.e. infant/toddler care, flexible hours, children with special needs, etc.
- ◇ Ensure access to health and safety consultation services to all child care providers.

### Guiding Principles

EVERYONE in the community has a role in nurturing young children.

The community has formal and informal systems for meeting the needs of young children. This Framework is for ALL children within our diverse community.

## Goal 5: Children succeed in their early education

5. A.

Children meet guidelines for school readiness

5. B.

Schools use a strength based approach to young children and build a positive relationship with families

5. C.

Parents actively participate in their young children's education

5. D.

The community is involved in supporting the education of young children

5. E.

Children are working toward meeting 3rd grade academic benchmarks

5. F.

Children develop problem solving, social and communication skills, and make progress in school

5. G.

A coordinated, systematic transition occurs from home and early childhood programs to school

### Possible Strategies

- ◇ Implement comprehensive approaches (parent/child/school based) to prevent and address severely challenging forms of behavior.
- ◇ Encourage employers to provide paid release time to allow employees to work in childhood care and education programs.
- ◇ Provide a range of experiences to young children that enhances early literacy and other learning.
- ◇ Encourage schools to integrate a comprehensive social support system that contains formal and informal supports for families and children.
- ◇ Provide comprehensive early childhood programs for all children, ranging in ages from birth to five.
- ◇ Ensure that parents, early childhood providers and schools are actively engaged in transitioning children from one setting to another.

### Guiding Principles

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The community has formal and informal systems for meeting the needs of young children.  
This Framework is for ALL children within our diverse community.

## Goal 6: The early childhood system of care meets community needs

6. A.

Planning and implementation  
are coordinated

6. B.

Every sector of the community is  
engaged in supporting families with  
young children

6.C.

Programs and resources have the  
capacity to meet community needs

6. D.

Best practices of new and existing  
strategies are utilized across the  
system of care

6. E.

Programs are retooled for effective-  
ness and efficient use of funds  
through technical assistance

### Possible Strategies

- ♦ Develop and implement a shared plan with all stakeholders.
- ♦ Modify programs as needed to meet outcomes and goals.
- ♦ Actively engage new stakeholders, including parents, the faith community and investors.
- ♦ Increase funding from a variety of sources for the early childhood system.
- ♦ Create incentives for businesses and employers to contribute in ways other than financial.
- ♦ Encourage pooling mechanism to merge and leverage employer/private/city/county/state and federal funds to support the early childhood system of care.
- ♦ Merge/coordinate similar programs to maximize efficiency and effectiveness.

### Guiding Principles

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**Funding & Program Estimates:**  
**Vision for Voluntary System of Services for Families with Young Children**  
August 8, 2001

<b>Programs Operated by Multnomah County</b>								
<b>Program</b>	<b>No. Served per Year</b>	<b>Est. Total Cost</b>	<b>Mult. Co. Existing Funding<sup>1</sup></b>	<b>Portland Children's Investment</b>	<b>Oregon Children's Plan</b>	<b>Federal Funding</b>	<b>Foundation Funding</b>	<b>Private Funding</b>
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<b>Community-Based Programs</b>								
<b>Programs</b>	<b>No. to be Served</b>	<b>Est. total cost</b>	<b>Mult. Co. Existing Funding</b>	<b>Portland Children's Investment</b>	<b>Oregon Children's Plan</b>	<b>Federal Funding</b>	<b>Foundation Funding</b>	<b>Private Funding</b>
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<sup>4</sup> Total current funding from Federal and State sources

NOTE: The above tables are based on serving 20% (approximately 1,800 a year) of the families with new births who have the most risk factors in the county.

# Whole Community Advocacy & Parenting Education

## Services and Resources Available to All Parents and Young Children

Age of children	Universal families	Activities and programs available	Highest Risk Families
Prenatal	Prenatal Screening (All families)	<ul style="list-style-type: none"> <li>• Coordinated assessment &amp; triage plan for services</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Healthy Start Program</b> (Olds Nurse Home Visiting Program &amp; Family Support Team)</li> <li>• <b>Early Head Start</b></li> </ul>
At Birth	Welcome Baby (All New Births)	<ul style="list-style-type: none"> <li>• Nurse hospital visits – all new births</li> <li>• Coordinated assessment and Triage plan for services</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Healthy Start Program</b> (Continuing and new families – “Olds” is continuing families only)</li> <li>• <b>Early Head Start</b></li> <li>• <b>Early Intervention</b></li> </ul>
Birth to Pre-K	<p><b>Library Programs</b></p> <p><b>Early Childhood Development &amp; Care</b></p> <p><b>Medical/Health</b></p> <p><b>Behavioral Health</b></p> <p><b>Early Intervention</b></p> <p><b>Child Welfare</b></p>	<ul style="list-style-type: none"> <li>• Library Early Childhood Resources Program</li> <li>• Early Words</li> <li>• Reach Out and Read</li> <li>• Child Care Provider Networks</li> <li>• Child Care Resource &amp; Referral</li> <li>• Well baby care</li> <li>• Dental</li> <li>• Lead screening &amp; Immunization education</li> <li>• Early Childhood Mental Health Consultants</li> </ul>	<p><b>Early Head Start</b> <b>Head Start</b></p> <p><b>WIC</b></p> <p><b>Mental Health Counseling &amp; Alcohol and Drug Treatment</b></p> <p><b>Developmental Delays &amp; Disabilities Services</b></p> <p><b>Relief Nurseries</b></p>
Kindergarten to Grade 3	Public School System (All children)	<ul style="list-style-type: none"> <li>• Kindergarten transition and assessment</li> </ul>	<p><b>First Step Program</b> <b>Touchstone</b></p>

MEETING DATE: August 23, 2001  
AGENDA NO: B-1  
ESTIMATED START TIME: 10:45 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Willamette Light Brigade: Update on project to light up Willamette River Bridges

BOARD BRIEFING: DATE REQUESTED: Thursday, August 23, 2001  
REQUESTED BY: Commissioner Maria Rojo de Steffey  
AMOUNT OF TIME NEEDED: 45 minutes

REGULAR MEETING: DATE REQUESTED: n/a  
AMOUNT OF TIME NEEDED: n/a

DEPARTMENT: Non-Departmental DIVISION: Commissioner Rojo de Steffey  
CONTACT: Shelli Romero TELEPHONE #: (503) 988-4435  
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Willamette Light Brigade: Paddy Tillett and M'Lou Christ; County Staff: Stan Ghezzi, Mike Pullen, Amy Joslin

### ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Willamette River Bridge Lighting Briefing

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: Maria Rojo de Steffey  
(OR)

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us

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MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS



Multnomah County

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING – SUPPLEMENTAL STAFF REPORT**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: Mike Pullen, Public Affairs Office  
Stan Ghezzi, Bridge Services Manager  
Transportation Division, DSCD**

**TODAY'S DATE: August 15, 2001**

**REQUESTED PLACEMENT DATE: August 23, 2001**

**REFERENCE: Informational briefing on architectural lighting on the  
County's Willamette River Bridges. Presented by  
Willamette Light Brigade and County staff.**

**I. Recommendation/Action Requested:**

The briefing is an opportunity for the Board of County Commissioners to learn about a privately led effort to add architectural lighting to several of the County's Willamette River Bridges. Because of the project's high visibility and recent challenges presented by the energy crisis, county staff involved with the effort seek guidance from the board.

**II. Background Analysis:**

The Willamette Light Brigade is a private, non-profit Section 501(c)(3) organization whose mission is to add architectural lighting to the bridges in Portland that cross the Willamette River. The Brigade's efforts (which include the colored lights on the piers of the Morrison Bridge) gained support when a Legacy Committee selected the bridge lighting effort in 1999 to mark the new millennium and Portland's 150<sup>th</sup> birthday. The Legacy Project, chaired by Mayor Katz and County Chair Diane Linn, has succeeded in:

- Raising private funds to add or upgrade architectural lighting on three publicly owned bridges (the Hawthorne, Morrison and Burnside)
- Commissioning lighting designs for these three bridges, as well as for the publicly owned Broadway Bridge and the Steel Bridge, which is owned by Union Pacific Railroad

The Brigade's immediate objectives are to: (1) identify an alternative energy source to power the designs; (2) use private funds to install architectural lighting on the publicly owned Burnside and Hawthorne bridges and upgrade lights on the Morrison Bridge; and (3) turn on the lights after the current energy crunch has passed.

In April 2000 the Willamette Light Brigade applied to the County for permission to install architectural lights on the Hawthorne and Burnside bridges and upgrade architectural lighting on the Morrison Bridge. Although the work on the Hawthorne and Burnside would be paid for out of private

**Public Affairs Office**

501 SE Hawthorne Blvd., Room 600  
Portland, Oregon 97214  
(503) 988-6800 phone  
(503) 988-6801 fax

funds, because the work is carried on for the County, under County control and on publicly owned structures, these projects would be considered "public works" under state law. Accordingly, certain elements of the public contracting law would need to be complied with. The Morrison upgrade, however, is a very small project that can be performed by a County crew as part of ongoing maintenance and paid for by the Light Brigade.

County staff has provided technical assistance to the Light Brigade during the design, development, and public outreach stages.

#### **I. Financial Impact:**

The Light Brigade has indicated it will reimburse the County for its engineering costs. Financial issues that remain to be resolved involve the costs of ongoing maintenance and power. The goal of the Light Brigade and Legacy Project leaders is to raise private funds for an endowment that would cover these costs.

#### **II. Legal Issues:**

A number of local, state, and federal agencies need to approve lighting designs before they can be installed. In addition to the usual electrical and development permit reviews by the city and County, the designs will be reviewed with respect to preserving structural and historical integrity and complying with environmental regulations. Legal issues and outside agency requirements will be conditions of the permits issued by the County to the Light Brigade for each bridge.

#### **III. Controversial Issues:**

The lighting concepts were commissioned from artists, selected with the assistance of the Regional Arts and Culture Council. Lighting design has been undertaken by experienced professionals who have worked to create energy-efficient designs that avoid light pollution. We have not received any negative feedback about the Hawthorne, Morrison and Burnside designs from the numerous neighborhood groups and public agencies that have reviewed them.

Using electricity for architectural lighting during an energy crisis is a sensitive issue. The project team has addressed this concern by postponing the turn-on date and searching for an off-the-grid energy source, such as wind or solar power.

#### **IV. Link to Current County Policies:**

The effort to find an alternative, off-the-grid energy source for the architectural lights is linked to the resolution County Commissioners passed on January 18, 2001 which established policy direction for the newly named Dept. of Sustainable Community Development.

#### **V. Citizen Participation:**

The project is the result of citizen participation. It was conceived by volunteer members of the Willamette Light Brigade and endorsed after a competitive process by volunteer members of the Legacy Committee.



After lighting concepts were prepared, representatives from the Light Brigade and the County made presentations to stakeholder groups, including the Association for Portland Progress' Downtown Development Committee, Buckman Neighborhood Assn., Hawthorne Blvd. Business Assn., and Hosford-Abernathy Neighborhood Assn.'s Land Use and Transportation Committee. Three other neighborhood and business associations located near the bridges were contacted and informed of the project, but did not request a presentation.

All groups contacted were supportive of the project. Several groups' endorsements included recommendations that alternative energy sources be explored and that private funds be used to pay for ongoing operation and/or maintenance of the lights.

#### **VI. Other Government Participation:**

The City of Portland has been an active partner in the project. The Mayor's Office has led private fund raising for the project and the Mayor's Chief of Staff Sam Adams has chaired a Project Team that included representatives from the County, city and Light Brigade.



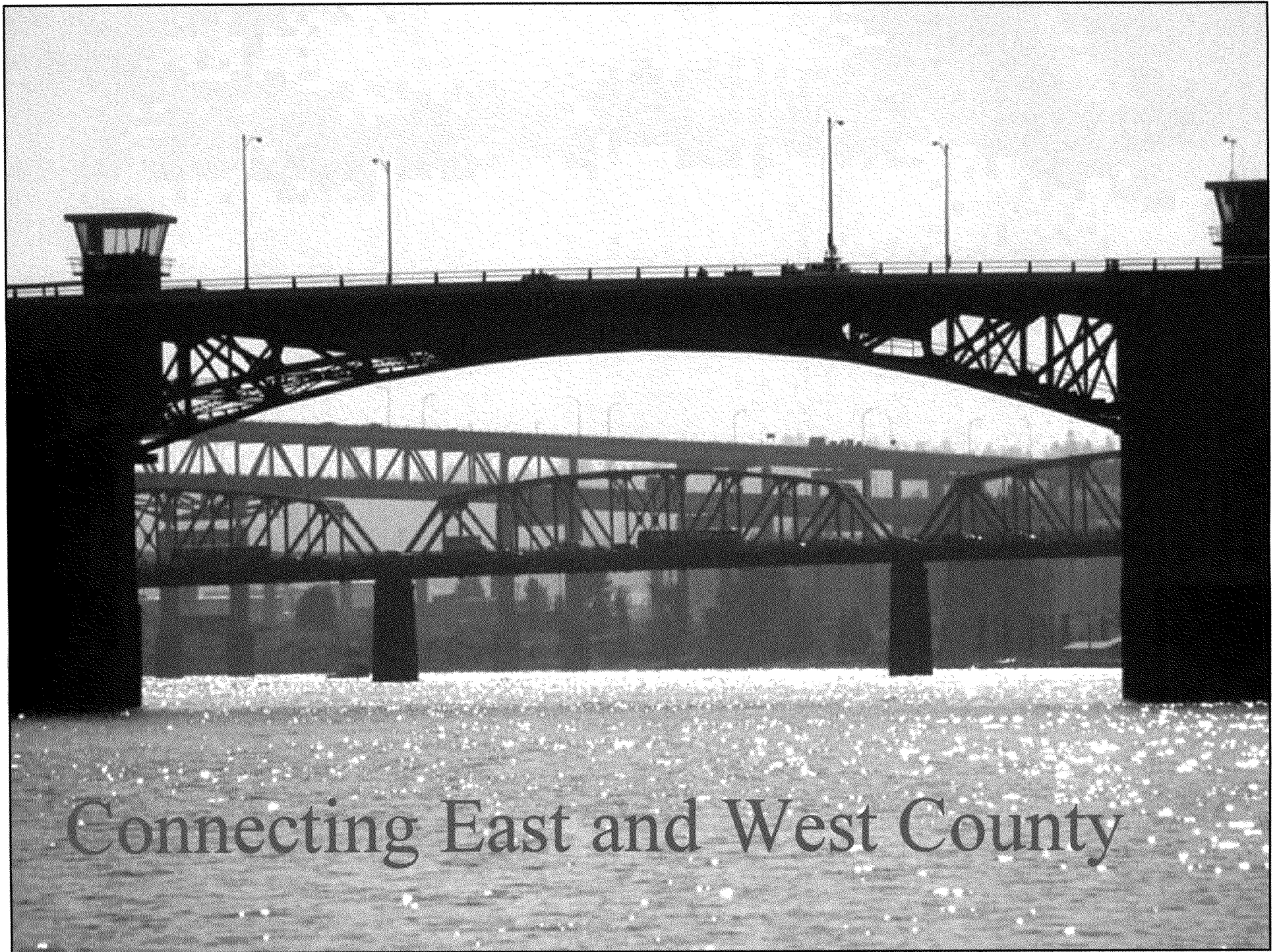
# Willamette Light Brigade

## Legacy for a New Millennium

Presentation to

# Multnomah County Commissioners

August 23, 2001



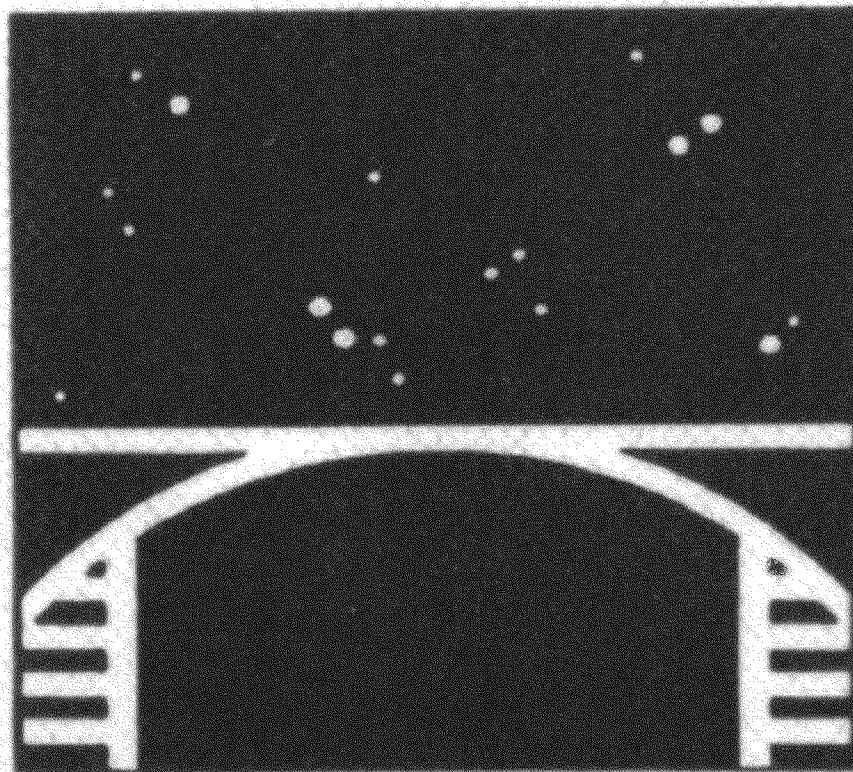
Connecting East and West County











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**WILLAMETTE**

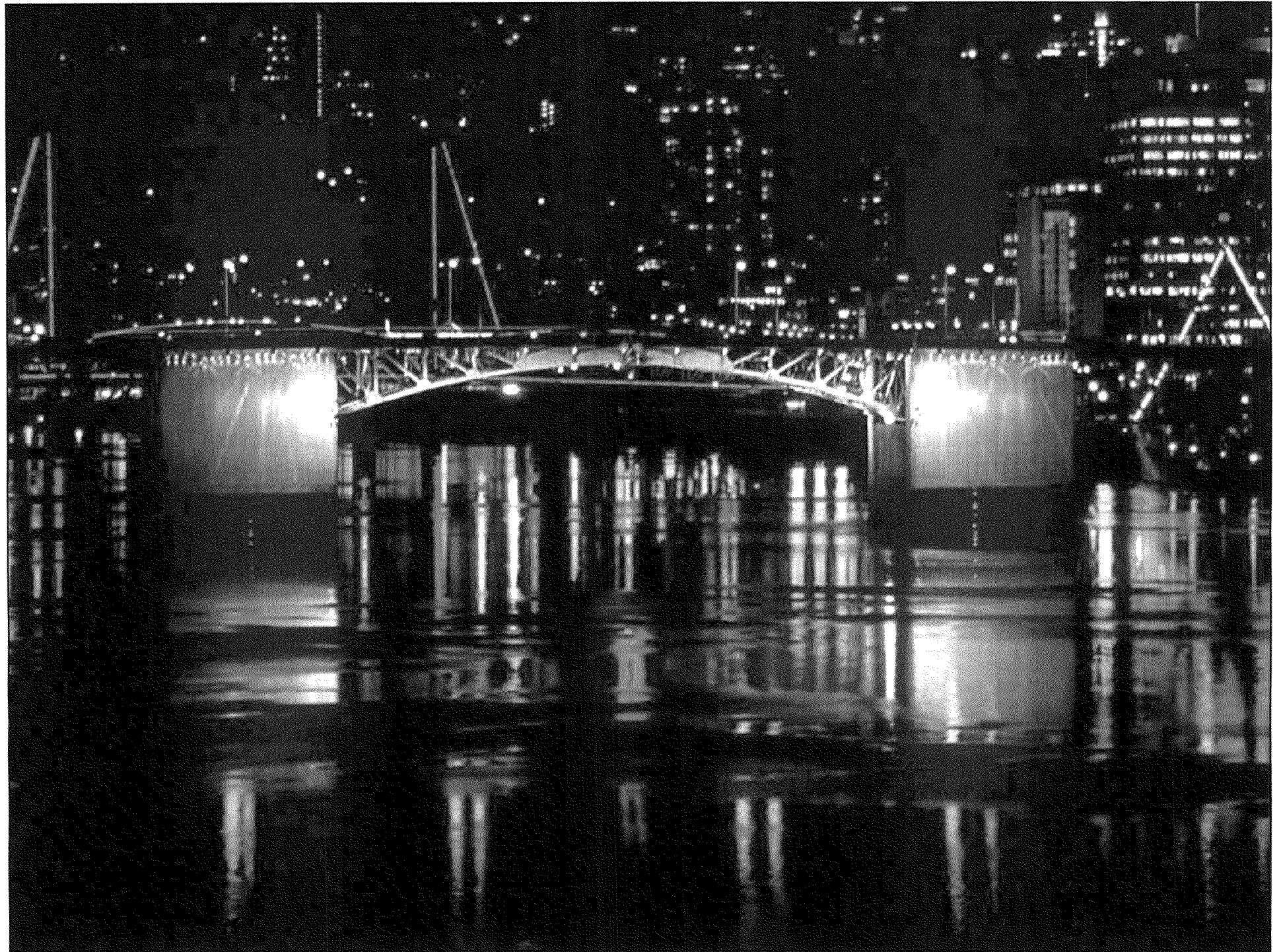
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**LIGHT**

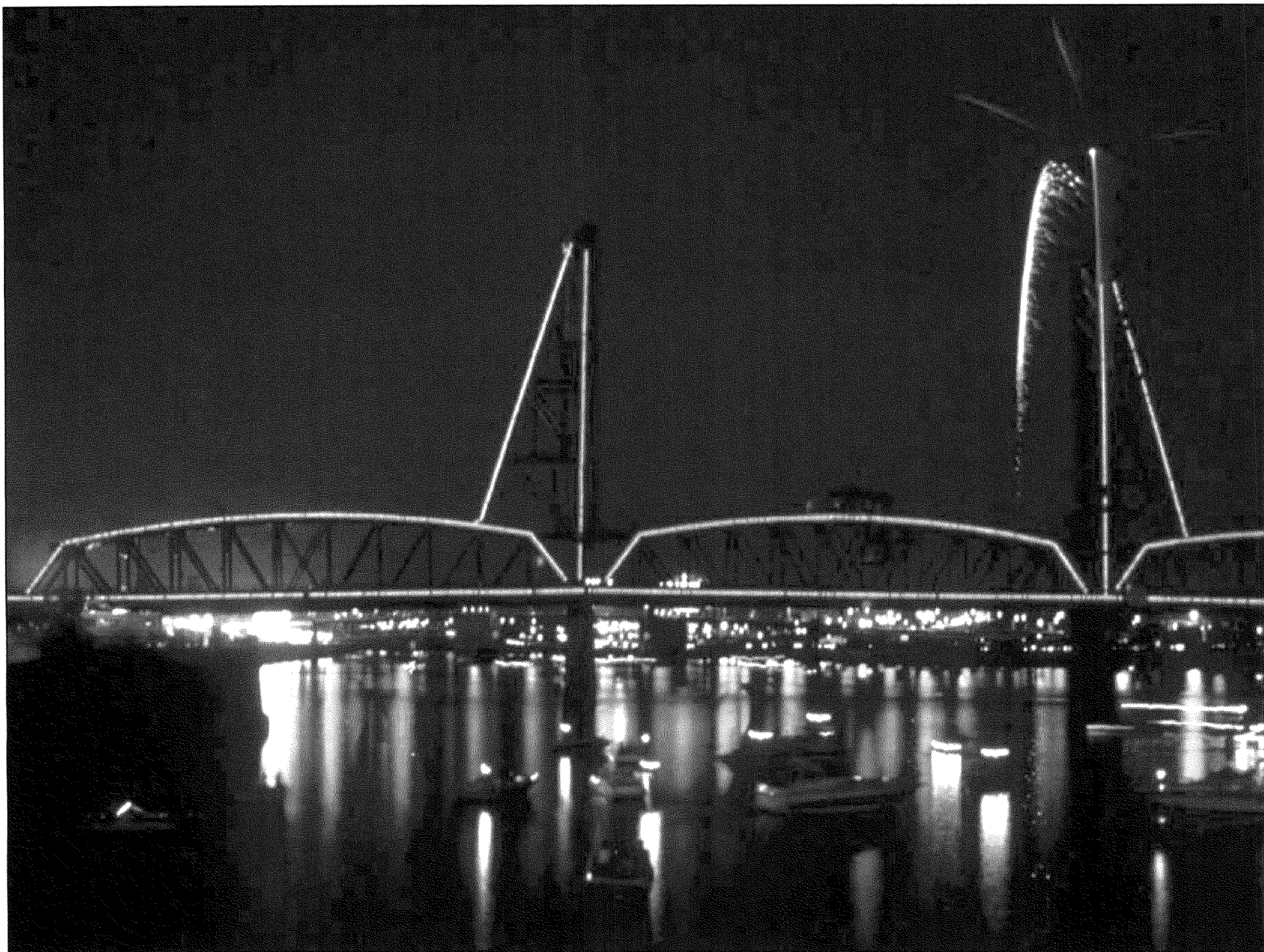
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**BRIGADE**

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- Demonstrate the Civic Pride of our community;
- Show off our historic bridges' designs;
- Symbolize the mutual dependence of east & west;
- Make the County's bridges memorable to visitors;
- Bring delight to our Citizens.







# STEEL BRIDGE

## PORTLAND OREGON

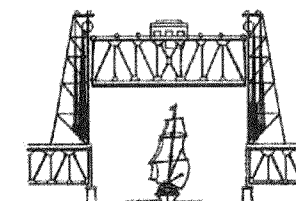
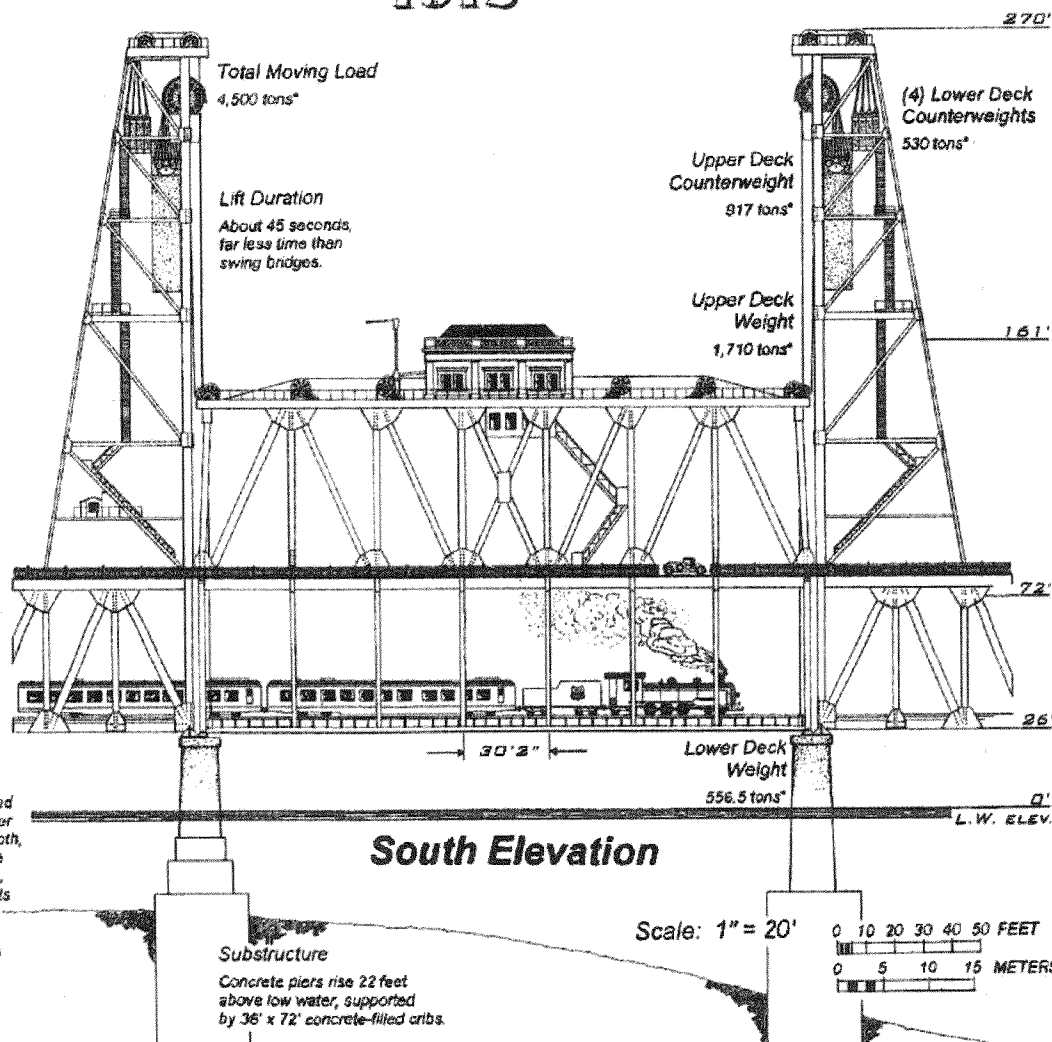
The Steel Bridge captures the engineering genius of John Lyle Harrington, who created the mechanisms that translated J. A. L. Waddell's pioneering vertical lift bridges into solid, reliable structures. With two independent, moveable decks, it is unique and, simultaneously, an elegant culmination of Waddell & Harrington's design innovations. It survives in part because Harrington refined both small components, such as the equalizers that distribute weight among the ropes and the guides that keep the spans in alignment as they move, and large features, such as the telescoping vertical members and the system of ropes, sheaves, and counterweights. Decades after its completion, engineering textbooks consistently portrayed it as exemplary.

Many original components tell additional tales as the bridge lifts and lowers. Band brakes with an oak block wearing surface small "like a barbecue" when a new operator trains, revealing, by contrast, the skill of experienced men who cut the motor at the right moment and allow the bridge to coast to a stop. The bridge operates through the friction of metal against metal, so the "right moment" varies from day to day and hour to hour as the weather changes and the oiler makes his rounds. Heat, for example, expands metal, but also softens grease, making the bridge run faster. The oilers let us in on an important reality when they say the bridge "runs on grease."

Knowing how much grease is also an art. The machine room's colorful paint job includes small numbers painted at points of lubrication, indicating grease gun shots. But a "friction bridge" squeezes grease back out. Experienced hands, whose job includes wiping off extruded lubricant, can respond to what the mechanism is saying, modifying input to reflect changing output. Colorful paint harks back to the decorative impulse in early American machine rooms, but also functions to make grease visible.

Like other surviving Willamette River bridges of its vintage, the Steel Bridge reminds us of the moment when people in Portland decided they wanted bridges that would last. The record-setting near 9 million pound combined load of counterweights and liftspans demanded innovative engineering to erect. Massive posts and lower chords, each measuring a yard or more in width and depth, help the almost ninety-year-old structure safely carry the latest freight and passenger trains across its lower deck, while heavy trucks, buses, and light-rail trains traverse its upper span. Periodic renewal of decks and cables, occasional paint jobs, and daily lubrication help fulfill Harrington's claim that, properly maintained, his bridges would be "permanent."

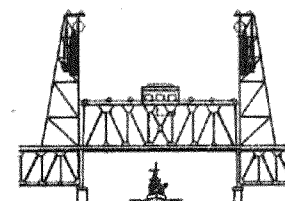
Note: See overview information, HAER no. OR-21, Willamette River Bridges. \*Weights are approximate.



**Upper Lift Deck: Raised Position**

Vertical lift distance: 89 feet  
Low water clearance: 161 feet

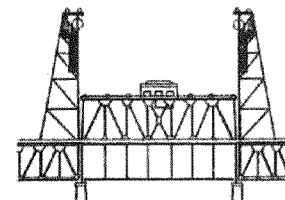
Permits passage of large, ocean-bound ships.



**Lower Lift Deck: Raised Position**

Vertical lift distance: 46 feet  
Low water clearance: 72 feet

Lower deck "telescopes" into the upper deck columns to allow passing of higher masted vessels without disrupting traffic on upper deck (see sheet #3).



**Lower Lift Deck: Lowered Position**

Low Water Clearance: 26 feet

Permits passage of small vessels.

DESIGNED BY: ERIC B. KERNON, MANUEL HERNANDEZ, 1989

WILLAMETTE RIVER BRIDGES

HAER PROJECT

UNIVERSITY OF WISCONSIN

PORTLAND

STEEL BRIDGE - 1910-12

OREGON BRIDGE

WASHINGTON COUNTY

SHET 1 OF 3

OR-21



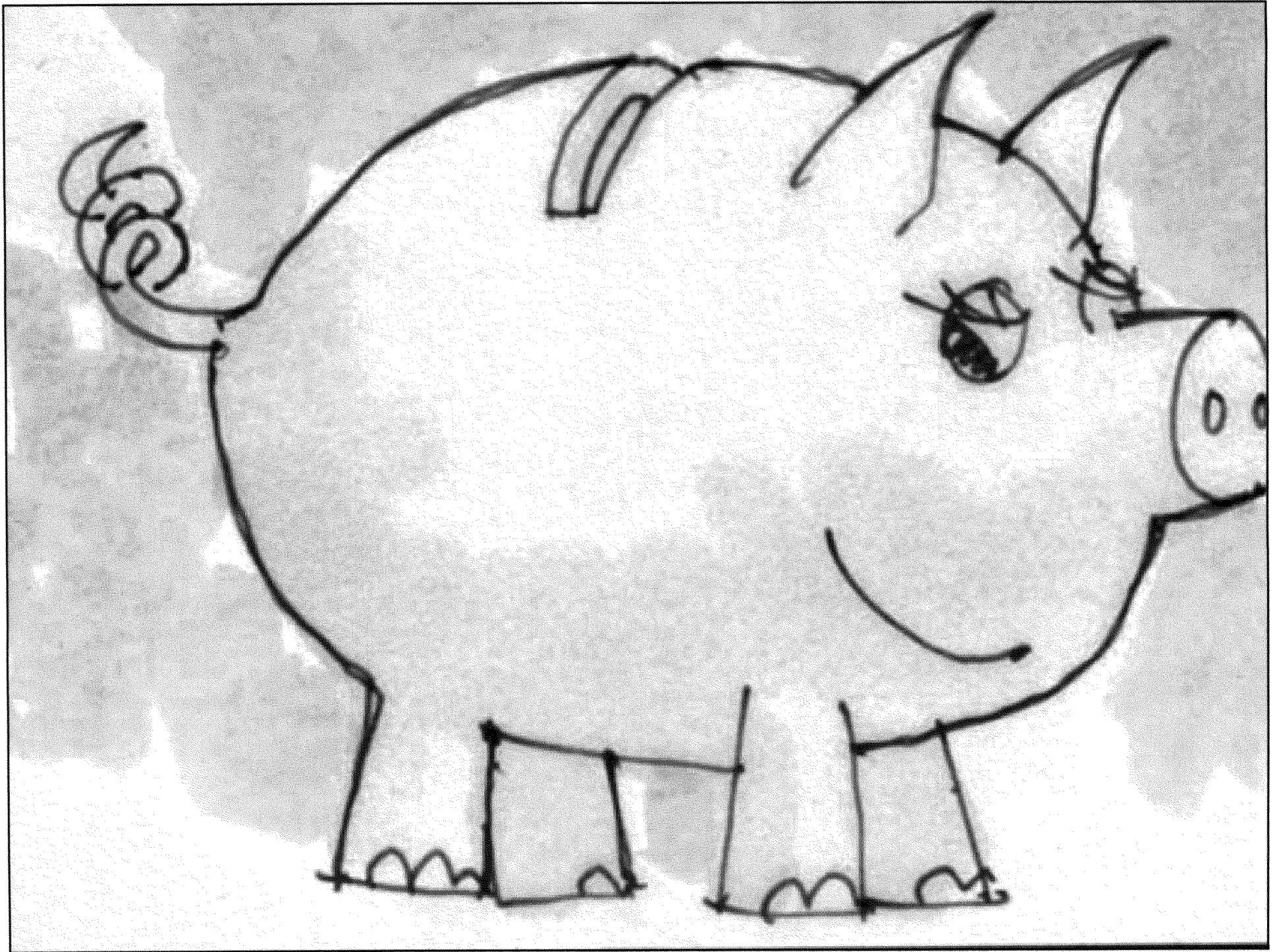


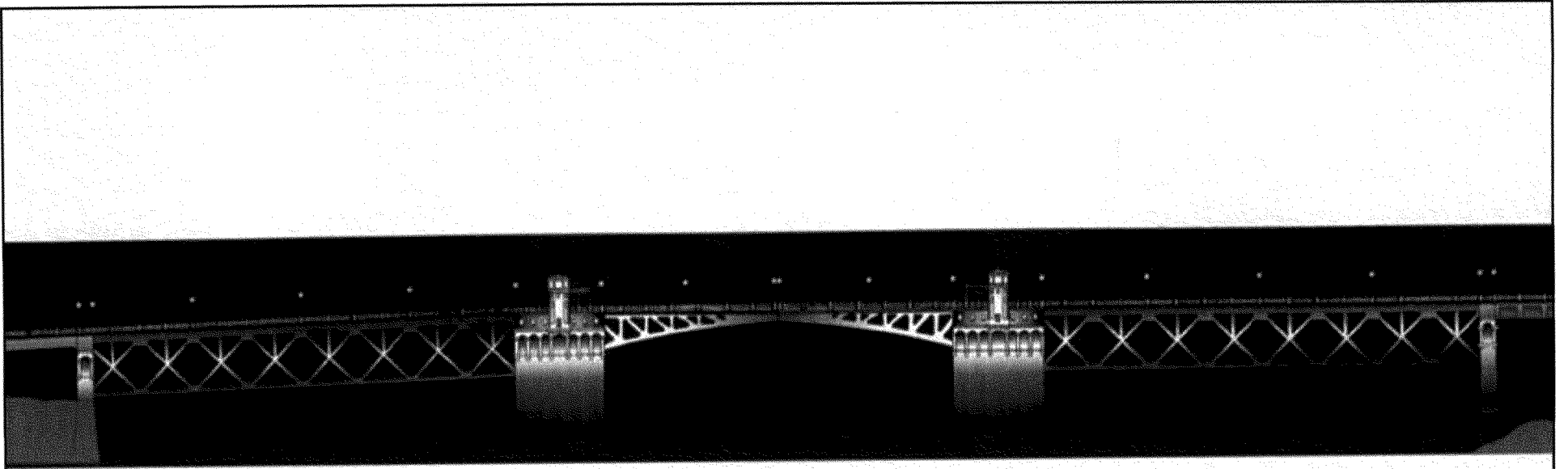












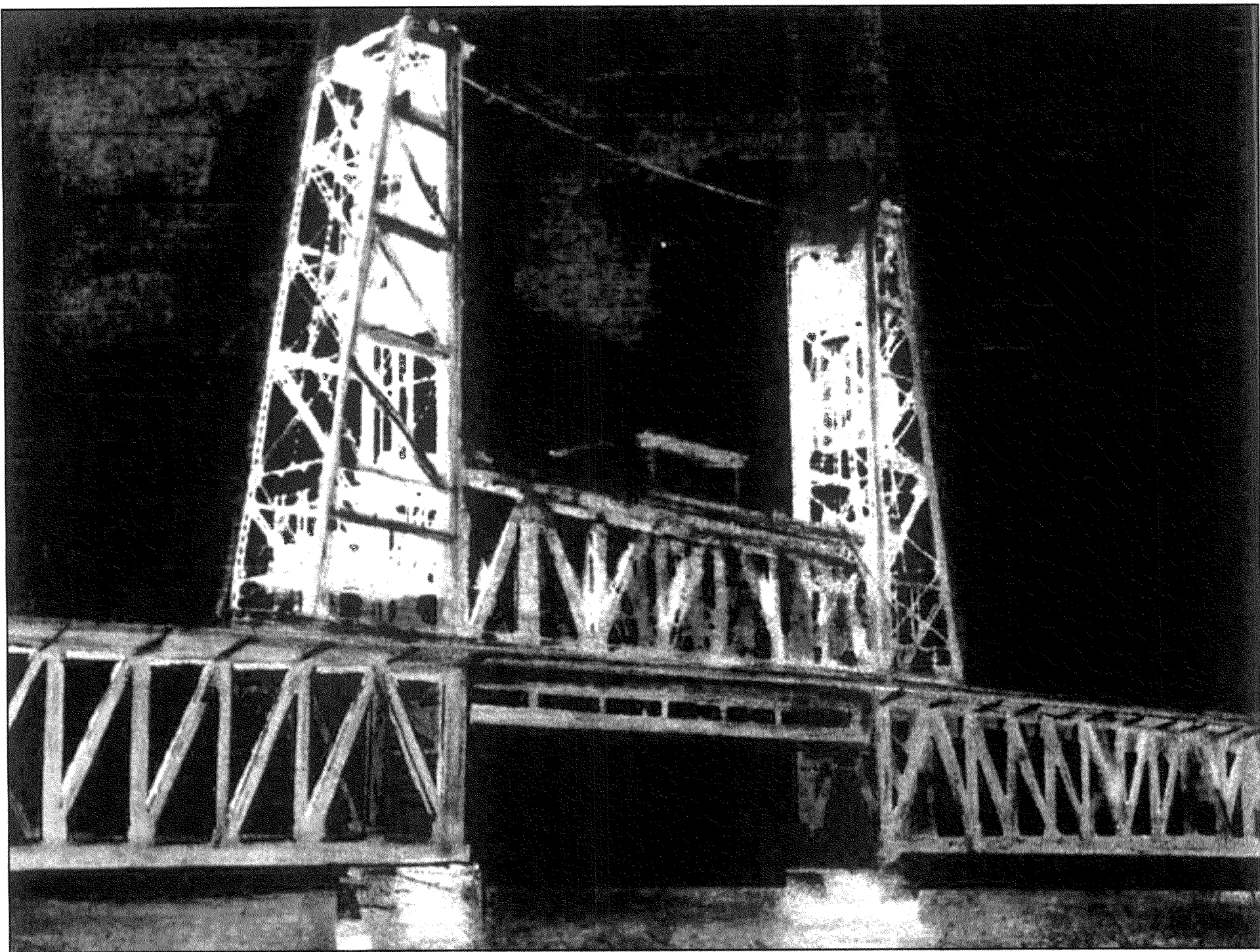
# Legacy Committee 2000







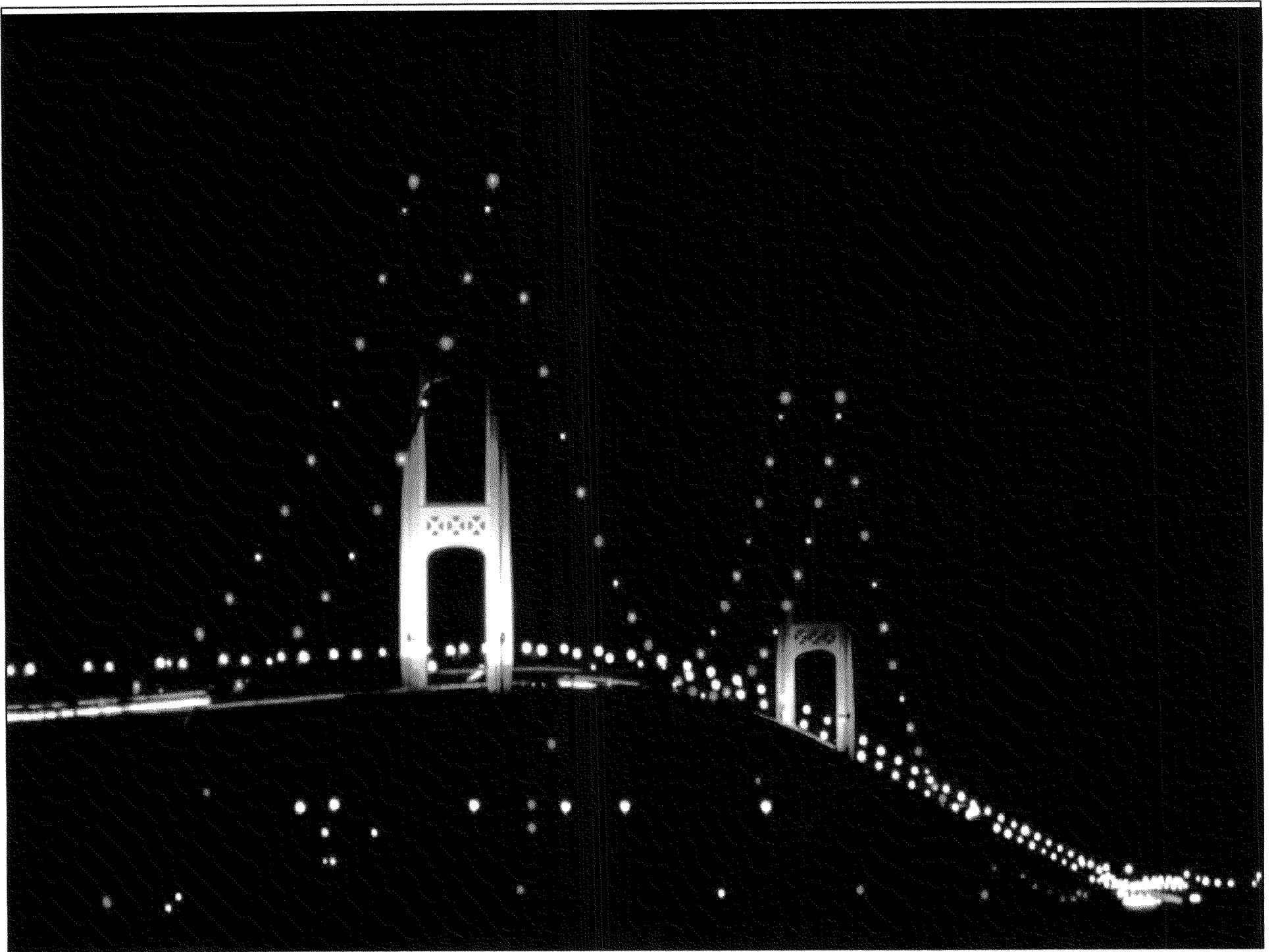






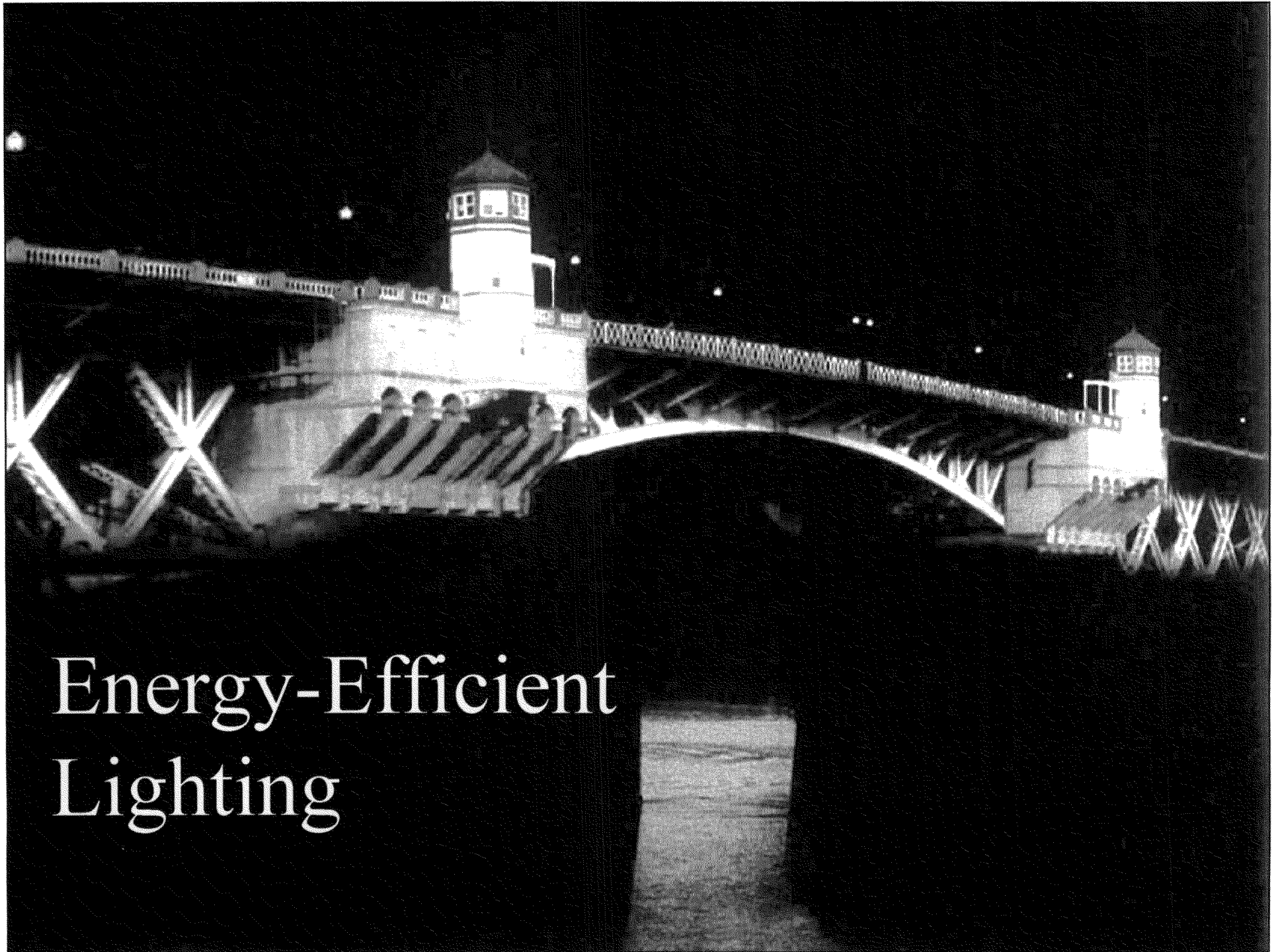






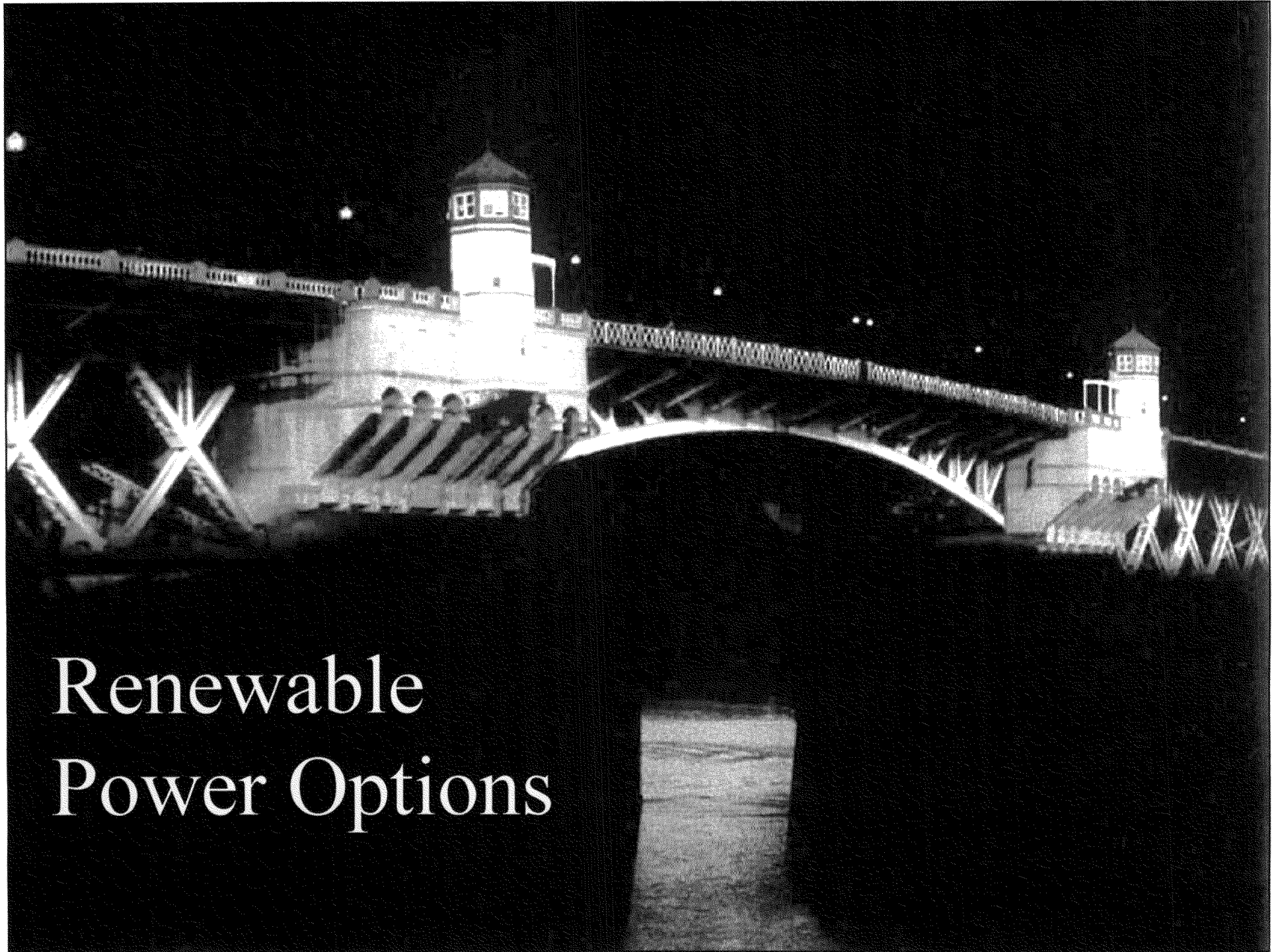




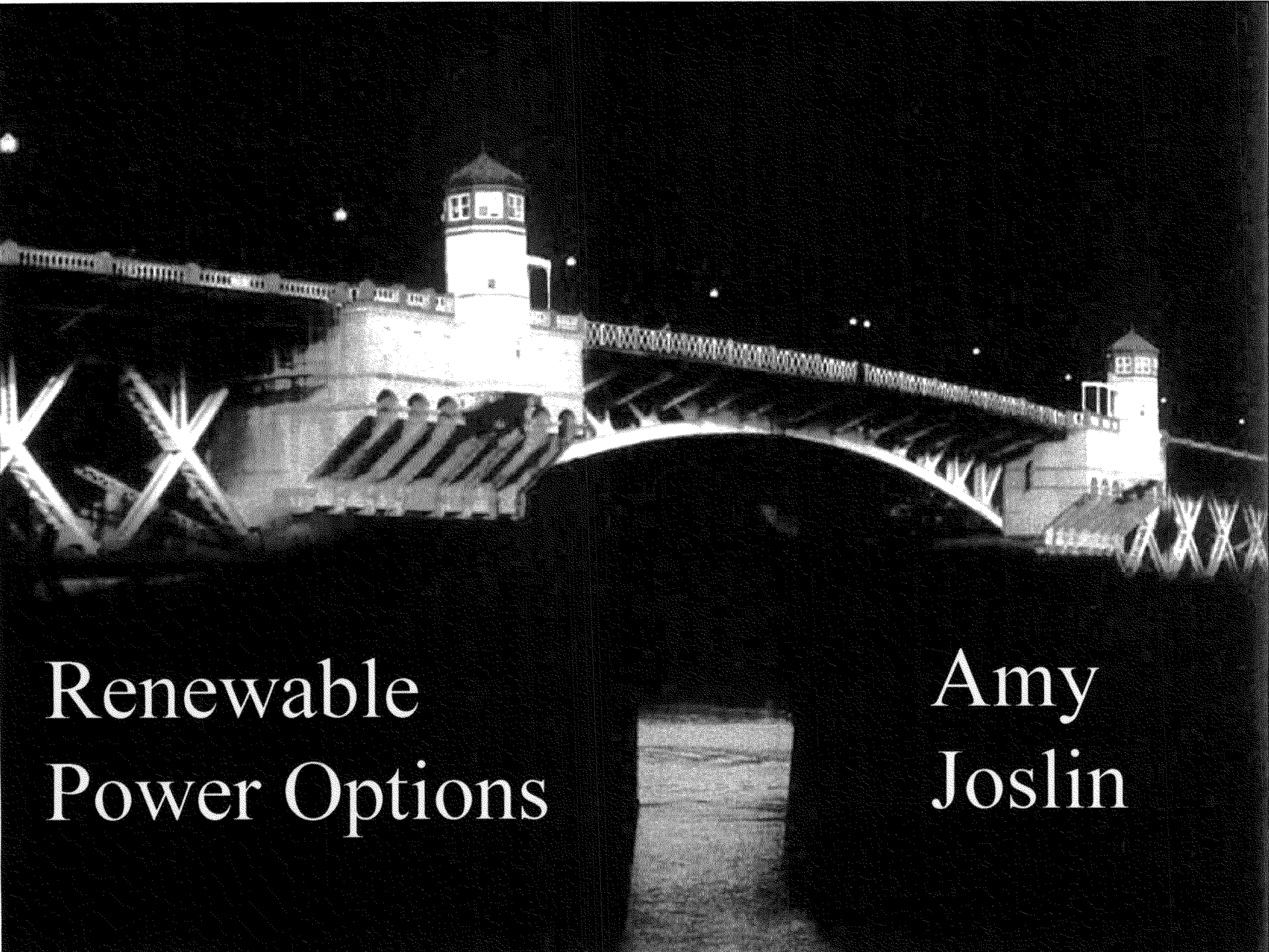


# Energy-Efficient Lighting



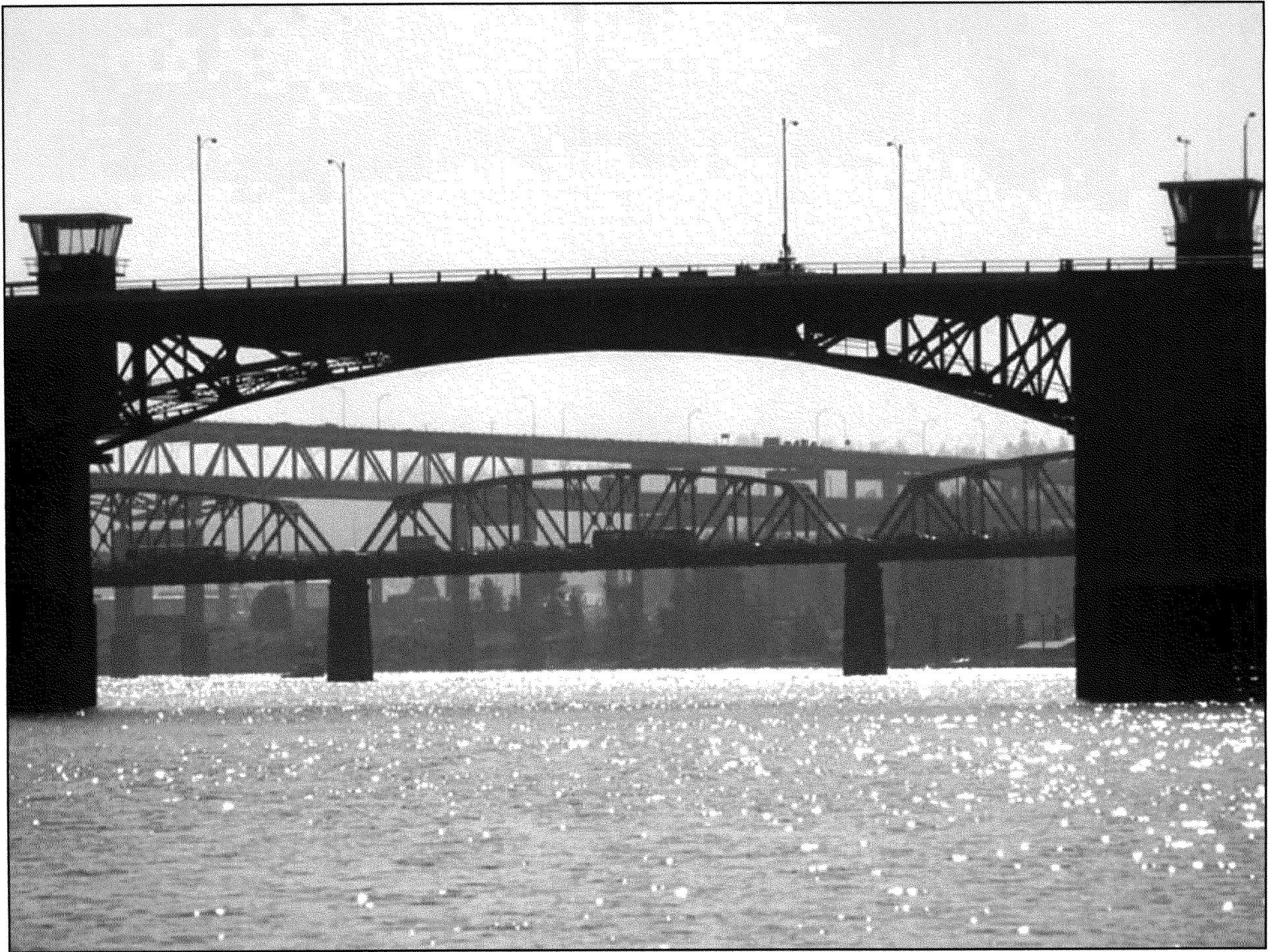


# Renewable Power Options



# Renewable Power Options

Amy  
Joslin











# Willamette Light Brigade

## Legacy for a New Millennium

Presentation to

# Multnomah County Commissioners

August 23, 2001



# Bridge Lighting Fact Sheet

## **What is the Legacy Project?**

Portland Mayor Vera Katz initiated a citizen's group to recommend a project to mark both the new millennium and the city's 150th birthday in 2001. From many suggestions, the committee chose a proposal presented by the Willamette Light Brigade (WLB) to add architectural lighting to several downtown Portland bridges over the Willamette River. The committee believed that lighting the structures that connect the city's east and west sides would be a unifying symbol that all could enjoy.

The Willamette Light Brigade (WLB), a local non-profit organization, is working with city and county leaders to raise private funds to complete the designs and install them. Four of the five bridges that are the focus of the current effort are owned and maintained by Multnomah County. The Steel Bridge is owned by Union Pacific Railroad. The first bridge to be lit would be the **Hawthorne**, with work being done in 2001 or 2002. County Chair Diane Linn has Co-Chaired the project with Mayor Katz.

## **Which bridges are included?**

The goal is to light five contiguous downtown bridges: the Hawthorne, Morrison (upgrade current lighting hardware), Burnside, Steel and Broadway bridges.

## **Who will fund the bridge lighting?**

Mayor Katz and Chair Linn are soliciting private donations to fund the Legacy Project. Funds are needed for hardware, installation, construction drawings and management. The goal is to raise private funds for operating and maintenance costs as well.

## **Who is in charge of the designs?**

WLB is responsible for underwriting and choosing the designs, permitting, and installing the lighting. The design for the Hawthorne is complete. With help from the Regional Arts and Culture Council, WLB commissioned two local artists to develop lighting schemes for the Burnside and Broadway. The design for the Steel Bridge is being underwritten by Osram/Sylvania. Lighting designers and technicians from various firms serve (pro bono) as WLB's technical design committee.

## **What impact have rising energy costs had on the project?**

The turn-on date for bridge lighting has been postponed indefinitely due to the current energy crisis. The project is moving ahead with fund raising, permitting and installation, but lights will not be turned on regularly until the energy crisis has passed. The architectural lighting designs are independent of roadway and sidewalk lighting, so they can be turned off to save electricity when energy costs are high.

## **BRIDGE LIGHTING -2-**

Meanwhile, in addition to verifying designs for maximum energy efficiency -- a design goal from the outset -- planning efforts have expanded to include possible energy savings elsewhere and "green" energy sources (such as solar or wind) to power the designs.

### **What remains to be done?**

Funding and permitting constraints required separating the project into two phases:

**Phase 1:** Will light the Hawthorne and Burnside and upgrade the Morrison design. Fundraising is complete for this phase. PGE will sponsor the Hawthorne, an anonymous donor is funding the Morrison upgrade, and PacifiCorp (with help from the Portland Rose Festival Association) is sponsoring the Burnside. This phase could be completed in 2002.

**Phase 2:** The Steel and the Broadway will be done after negotiations with the railroad are completed and current rehab work by the County is completed on the Broadway. Fundraising is also needed for Phase 2. Phase 2 could take several years to complete.

### **What role do streetlights play in the designs?**

Several designs call for street light changes. This will not only ensure that lamps illuminating the decks and structures emit a similar color (white), but that poles and fixtures will be more suited to the style and period of the bridges, enhancing them by day as well. Approvals and funding for the street light changes are being pursued separately from the structural (architectural) lights.

### **How are the designs reviewed by public agencies?**

Approvals are required from many local, state and federal agencies and cover a wide variety of issues. In addition to the usual electrical and development permit reviews by the City and County, the County Transportation Division (with input from the State Historic Preservation Office and the City Landmark Commission) reviews designs to ensure that structural and historical integrity are preserved. Others, such as the national group Dark Skies, the U.S. Coast Guard, and Portland's Endangered Species Act Program, will check for prevention of light pollution, non-interference with river, roadway, and air traffic, and protection of marine species. Meetings are being held to facilitate communication and resolution of issues among stakeholders and permitting agencies.

### **What opportunities are there for public comment on the designs?**

As designs are submitted to the City for review, the County and WLB have briefed neighborhood and business associations near each bridge on the designs. Groups have requested presentations or written information. Questions and concerns raised by residents and businesses are relayed to the technical committee. To date, concerns raised have been minor. Issues raised include traffic impact during installation and consideration of "green power."

## **BRIDGE LIGHTING -3-**

### **Proposed Lighting Designs**

**Hawthorne Bridge**                      *built 1910    maintained by Multnomah County*

Tony Adams, an award-winning architectural lighting designer with IDC, developed the scheme to light the bridge's two towers. The design will focus 3,000 watts of white uplight onto each of the brick red 450-ton counterweights and the cables that raise the lift span. Another 3,000 watts will project down each side to light the weights and the 165-foot lift towers. The design ensures easy maintenance, is energy efficient and minimizes glare. The roadway, sidewalks and lower parts of the bridge will continue to be lit by downward-directed streetlights.

**Morrison Bridge**                      *built 1958    maintained by Multnomah County*

Dennis Destefano, an architect with ZGF Partnership, is designing a new method of attaching the 16 floodlights on the Morrison piers so they can accommodate colored glass filters and be maintained from the bridge deck. They were originally mounted in 1989 to focus attention on the symmetrical bridge houses, the steel trusses and the piers of this second replacement of Portland's first Willamette River bridge. The architectural lights are currently turned off due to the energy crisis.

The new design will improve safety and reduce maintenance costs by allowing one worker to change lamps and color filters from the sidewalk. The existing theatrical gel filters fade and tear easily: new glass filters will last much longer and can easily be changed for seasonal effects and special occasions.

**Burnside Bridge**                      *built 1926    maintained by Multnomah County*

Local artist Bill Will designed the lighting concepts for the Burnside Bridge. Will is a sculptor and conceptual artist whose public artworks appear along the Westside Light Rail project. His Burnside Bridge design features white floodlights to illuminate the central piers and the bridge trusses, the central draw structure and Burnside's most distinctive architectural features, its two turreted operator houses that are cantilevered from the main piers.

The design calls for period lamp posts along the balustrade railing to restore a component of the bridge's original charm and to create a rhythm of light along the long east-west approaches to the bridge.

**Steel Bridge**                              *built 1912    owner Union Pacific Railroad*

Thanks to a grant from OSRAM/Sylvania, WLB arranged for Jim Benya, acclaimed as one of the nation's leading lighting designers, to create the design for the Steel Bridge.



## **BRIDGE LIGHTING -4-**

Benya also chairs WLB's technical advisory team for the Legacy Project.

It will be a challenge to light the dark, massive, angled towers and the lift mechanisms that frequently telescope the lower span into the upper span and raise them both for taller ships. Benya's Steel Bridge design has white floodlights inside and outside the towers as well as focused on the truss structures. It also includes searchlights atop the towers that can be activated during special city events. The searchlights will cross 1000 feet in the air above the bridge.

**Broadway Bridge**                      *built 1913    maintained by Multnomah County*

WLB commissioned Portland artist Don Merkt to design lighting for the Broadway Bridge, one of the more challenging structures to enhance with illumination. Merkt's public artworks in the region include installations in Portland's City Hall and along the Westside light rail line.

His design will highlight the distinctive dipping saddle profile at the top of the bridge's central span. High performance spotlights mounted on each vertical member will delineate this unusual shape and illuminate the bridge's distinctive red color, similar to the Golden Gate Bridge. The proposal also includes programmable laser art shows of jumping salmon and other regional themes that could be beamed on the interior of the two bridge piers. The lighting design for the Broadway is at the concept stage and has not been submitted for review by public agencies.

### **Why light the bridges?**

- To make the Willamette River and its historic, remarkable bridges the heart and visual focus of our community by night as well as by day
- To highlight the structures which symbolize the mutual community and dependency which exists between east and west Portland
- To show the civic pride felt by those who live and work here
- To strengthen positive impressions of our city gained by visitors

### **For more information**

M'Lou Christ, Willamette Light Brigade, 503-235-8384, email: [mnortie@aol.com](mailto:mnortie@aol.com) For information on Willamette Light Brigade, and lighting designs. Also visit the WLB website at [www.lightthebridges.org](http://www.lightthebridges.org)

Mike Pullen, Multnomah County, Public Affairs Office, 503-234-3875, email: [mike.j.pullen@co.multnomah.or.us](mailto:mike.j.pullen@co.multnomah.or.us) For information about the Broadway, Burnside, Hawthorne and Morrison bridges. Also visit the county Bridge Section's website at [www.co.multnomah.or.us/bridge/index.html](http://www.co.multnomah.or.us/bridge/index.html)

# Hawthorne Bridge Lighting Outreach

August 2001

## Groups Contacted

Stakeholder Group	Contact/Phone	Address	Meetings/Notes
<b>Assoc. for Portland Progress</b>	Rob Mawson 224-8684 (main contact) <a href="mailto:robert@portlandprogress.org">robert@portlandprogress.org</a> Franklin Kimbrough, Pres./CEO	520 SW Yamhill St., #1000 Portland, OR 97204	Presented to Downtown Development Comt. on Tues., 6/12 at 7:30 am at APP. Distributed Fact Sheet
<b>Buckman Neighborhood Association</b>	Susan Lindsay, Land Use Chair H: 725-8257 <a href="mailto:Lindsays@pdx.edu">Lindsays@pdx.edu</a>	1618 SE Alder St. Portland, OR 97214	Presented 7/12 at Ritzdorf Community Room – Distributed Fact Sheet
<b>Central Eastside Industrial Council</b>	Wayne Kingsley Land Use Chair (main contact) 224-3900 <a href="mailto:wayne@cruiseawi.com">wayne@cruiseawi.com</a>  Pat Fuller, Director 232-1012 Chris Hammond – Transp. 232-3050	Wayne: Portland Spirit 110 SE Caruthers Portland 97214  Pat: 516 SE Morrison St., #221 Portland, OR 97293	6/4: Wayne asked for <b>FACT SHEET</b> , probably no need to present to Land Use Committee. If they have questions, he will contact us.
<b>Downtown Community Association</b>	Mr. Alix Nathan President W: 223-0122 (main contact) <a href="mailto:anathan@teleport.com">anathan@teleport.com</a>  Michael Dale Land Use Chair H: 522-3834 (leaving area)	Nathan: Mark Spencer Hotel 409 SW 11 <sup>th</sup> Ave., 97205  Dale: 1511 SW Park Ave., Apt. 511 Portland OR 97201	Dale asked: Does it go through Design Review?  Dale referred us to <b>Alix</b> who asked us to <b>SEND FACT SHEET</b> . He will review with board. He did not think they would need a presentation but if so he will call us. He will let us know what they think either way.

<b>HAND (Hosford- Abernathy Neighborhood Association)</b>	Mark Kogut Land Use Chair W: 222-1917 H: 236-9144 <a href="mailto:Mkogut@srgpartner&lt;br/&gt;ship.com">Mkogut@srgpartner ship.com</a>	1547 SE Elliot Portland, OR 97214	Presented to Land Use/Transportation Committee on 6/19 6:30 – 8 pm at St Phillip Neri Church classroom, SE 18 <sup>th</sup> & Division. Distributed Fact Sheet.
<b>HBBA (Hawthorne Blvd. Business Association)</b>	Danny Crossman H: 233-4555	2607 SE Hawthorne, Ste. C Portland, OR 97214	Present at monthly general meeting on Wed., 6/13 at 8 am SEUL, 3545 SE Main St. Distributed Fact Sheet.
<b>Hawthorne Marketing Group (not affiliated w/ ANBPA)</b>	Mary Sellin W: 239-4605 <a href="mailto:msellin@msellinltd.c&lt;br/&gt;om">msellin@msellinltd.c om</a>	3556 SE Hawthorne, 97214	6/1: Meeting in mid- June. Date TBA. Mary will advise if we can present. 6/20: Called Mary and she said the proposal sounds fine and group <b>does not need a presentation</b> on it or written info.

## Outreach Report

Outreach conducted by M'Lou Christ, Director, Willamette Light Brigade (503-235-8384)  
and Mike Pullen, Multnomah County, Public Affairs Office (503-988-6804)

Date	Group and Attendees	Meeting Notes
6-12-01	Association for Portland Progress  Rob DeGraf and Rob Mawson (APP), Michael Powell (Powell Books), Carl Talton (PGE), Arnold Cogan (Cogan Owen Cogan), Qwest rep	Michael Powell's comments: <ul style="list-style-type: none"> <li>- Seems like a good project, given symbolism of bridges</li> <li>- What will the extra energy costs be? (<i>Answer: We can provide an estimate for Hawthorne, but it varies depending on cost of power and we do not plan to turn on until rates come down.</i>)</li> <li>- Who will pay ongoing costs of power and maintenance? (<i>Answer: Project goal is to raise private funds to pay for energy costs, but that money has not been raised. Design allows us</i></li> </ul>

		<p><i>to turn off lights during an energy crisis. Also exploring renewable energy sources.)</i></p> <p>Rob DeGraf asked us to call when the Burnside design is ready to be submitted to Portland</p>
6-13-01	<p>Hawthorne Blvd. Business Assn.</p> <p>About 17 attendees including Danny Crossman (President), Roger Jones, Nancy Chapin, Vic Epstein CPA, Kathy Finney (Jr. Achievement), Jules Jenson (MailBoxes Etc.), and reps from US Bank, HAND, Security Co., and Police</p>	<p>Crossman asked:</p> <ul style="list-style-type: none"> <li>- Our main concern would be about traffic impact during construction. What would it be? <i>(Answer: County would try to coordinate work with maintenance work on bridge. There could be lane closures for some work, but we could limit outside of peak hours and would not need to close bridge to do the work. We will not know the exact impact until a contractor has been hired, but we can make sure to keep HBBA informed.)</i></li> </ul>
6-19-01	<p>Hosford-Abernathy Neighborhood Assn. (borders Hawthorne on eastside)</p> <p>Presented to Land Use/Transportation Committee. 7 members, including Land Use Chair Mark Kogut, Transp. Chair Jerome Madden, and Ernest Joyner, who will become Land Use Co-Chair</p>	<p>Two members wanted to make sure new tower lights are aimed at structure so they do not add to light pollution.</p> <p><i>(M'Lou described the credentials of the designer, Jim Benya, who is a leading designer and board member of the national group Dark Skies, which works to reduce light pollution. She also listed the public agencies that will review the design, including the FAA, NMFS and others that will be on the lookout for light pollution.)</i></p> <p>The committee expressed their support for the project's goal of using a "green power" source.</p> <p>The committee expressed a desire that the installation work not lead to traffic delays.</p> <p><i>(Mike explained that the county predicted the work would have a minimal impact on traffic: perhaps a lane closure during offpeak hours. Impact would be similar to normal maintenance work on bridge.)</i></p>
7-12-01	<p>Buckman Neighborhood Assn. Presented to general meeting attended by approximately 8 board</p>	<p>Lee Perlman: Noted that bridge lighting was an Action Item included in Portland's Central City Plan in 1980's</p> <p>M'Lou Christ: Noted WLB's efforts date to time</p>

	members and neighbors and reporter Lee Perlman	<p>when Pauline Anderson served on County Board</p> <p>Kevin Kraus, Board Member At-Large asked about:</p> <ul style="list-style-type: none"><li>• Using fuel cells, other new technology to reduce energy cost.</li><li>• Said he trusts reviewing agencies to oversee technical issues</li><li>• Who will pay for Operation/Maintenance if no private endowment? Prefer to fund with private \$.</li><li>• Noted compact fluorescents last longer and are easier to maintain. Used in Europe. <i>(Note: May not be suitable for Ptd designs)</i></li><li>• Would project take \$ from county's transportation fund over time? Do not wish to drain county road/bridge fund.</li></ul> <p>General comment: The group liked the project and expressed a wish that we continue to explore energy-efficient lights and private funding for O/M.</p>
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