

8/11/92
first

PLEASE PRINT LEGIBLY!

MEETING DATE

9/10/92

NAME

Joe Devlaeminek

ADDRESS

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R6

SUPPORT

✓

OPPOSE

SUBMIT TO BOARD CLERK

Let Joe speak first

①
PLEASE PRINT LEGIBLY!

MEETING DATE 9-10-92

NAME Mike Wiley

ADDRESS P.O. Box 16034

STREET PORTLAND, OR 97216

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-6

SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

②
PLEASE PRINT LEGIBLY!

MEETING DATE 9-10-92

NAME RODGER VAN ZANTEN

ADDRESS 3939 SE 317th ST.

STREET

1 ROUTE 100, OR 97060

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-6

SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

3/

PLEASE PRINT LEGIBLY!

MEETING DATE 09-10-92

NAME Edouard Casavant

ADDRESS 1912 SW 6th, Apt. 1002

STREET Portland 97201

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-6

SUPPORT **OPPOSE** X

SUBMIT TO BOARD CLERK

4 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE

9-10-92

NAME

Earl Demerss eman

ADDRESS

3869 SW Cambu

STREET

PDX

97219

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

RG

SUPPORT

OPPOSE

X

SUBMIT TO BOARD CLERK

5/✓
PLEASE PRINT LEGIBLY!

MEETING DATE Sept 10

NAME Sheryl McGwire

ADDRESS 3110 SE 164th Ave

STREET

Portland OR 97236

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R6

SUPPORT _____ OPPOSE Yes

SUBMIT TO BOARD CLERK

~~3/6~~
~~Not Here~~

PLEASE PRINT LEGIBLY!

MEETING DATE 9-10-92

NAME GREG LATHROP

ADDRESS 7526 SW BARNES RD.

STREET

PORTLAND

CITY

97225

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R6

SUPPORT _____ OPPOSE X

SUBMIT TO BOARD CLERK

8 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE 10 SEP 92

NAME Matt McGuire

ADDRESS 3110 SE 164th Ave

STREET

Portland

OR

97236

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-6

SUPPORT _____ OPPOSE X

SUBMIT TO BOARD CLERK

8 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE

9/10/92

NAME

DICK COLBETH

ADDRESS

STREET

PORTLAND, OR.

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-6

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

X

9 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE 9-10-92

NAME PASTOR GIL HENDERSON

ADDRESS 1730 N BRYANT
STREET

PORTLAND 97217
CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R 6

SUPPORT _____ **OPPOSE** X
SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 9-10-92

NAME MARIE H. EIGHMEY

ADDRESS 2055 SE 16th

STREET

PORTLAND OR 97214

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-6

SUPPORT X OPPOSE

SUBMIT TO BOARD CLERK

✓
PLEASE PRINT LEGIBLY!

MEETING DATE 9-10-92

NAME Ron Engman

ADDRESS 9838 SE Harrison St

STREET

Portland Or

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # 97216

SUPPORT _____ OPPOSE R-6

SUBMIT TO BOARD CLERK


PLEASE PRINT LEGIBLY!

MEETING DATE Sept. 10, 1992

NAME Randy W. Martin

ADDRESS 2407 N.E. 102nd.

STREET Portland, OR 97220

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R6

SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

13 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE 9-10-92

NAME SHIRLEY BARNARD

ADDRESS 8734 NE BEECH ST

STREET

PORTLAND, OR 97220

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-6

SUPPORT _____ **OPPOSE** ✓

SUBMIT TO BOARD CLERK

14 ✓
PLEASE PRINT LEGIBLY!

REC.
MEETING DATE

9-10-92

NAME

Alfred Schindler

ADDRESS

6357 N-E Emerson

STREET

Portland

97218

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

15/
PLEASE PRINT LEGIBLY!

MEETING DATE 10/10/92

NAME BILL DAHLGREN

ADDRESS 9735 S.W. SADDLE DR.
STREET
BEAVERTON, OR 97005
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-6

SUPPORT _____ OPPOSE X
SUBMIT TO BOARD CLERK

16 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE 9/10

NAME

Barbara Hershey

ADDRESS

17222 SW Arkenstone

STREET

Durham OR 97224

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

X-6

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

I support ratification of contract


PLEASE PRINT LEGIBLY!

MEETING DATE 9-10-92

NAME GARY STRUBHAR

ADDRESS 617 SE 5th

STREET

Gresham 97080

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM.# R-6

SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

Church of Christ

665-5744

last

PLEASE PRINT LEGIBLY!

MEETING DATE 9-10-92

NAME Arlene Collins

ADDRESS 2545 So Spring Garden
STREET

CITY

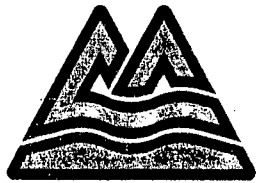
ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R6

SUPPORT ✓ **OPPOSE** _____

SUBMIT TO BOARD CLERK

let me be last - after opp. speakers



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

September 7 - 11, 1992

Monday, September 7, 1992 - HOLIDAY - OFFICES CLOSED.

Tuesday, September 8, 1992 - MEETING CANCELLED.

Thursday, September 10, 1992 - 9:30 AM - Regular Meeting. .Page 2

Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen at the following times:

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers

Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222 OR MULTNOMAH COUNTY TDD PHONE 248-5040 FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

Thursday, September 10, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Ratification of an Intergovernmental Agreement, Contract #800063, between Multnomah County Sheriff's Office, Corrections Division and Mt. Hood Community College to Provide ABE/GED Instruction for Inmates with the Multnomah County Correctional Facility and the Multnomah County Inverness Jail, for the Period July 1, 1992 to June 30, 1993

NON-DEPARTMENTAL

- C-2 Ratification of an Intergovernmental Agreement, Contract #500113, between the State Forestry, the USFS and Multnomah County, Emergency Management Division to Participate in the Incident Command System (CS) Overhead Team Shadow, for the Period July 1, 1992 to July 1, 1993
- C-3 In the Matter of the Appointments to the **CONTRACTS REVIEW TASK FORCE: COUNTY PROGRAM STAFF: Tom Fronk, Department of Health; Cary Harkaway, Department of Community Corrections; Ardys Craghead, Department of Social Services; Lorenzo Poe, Juvenile Justice Division; June Schumann, Aging Services Division; Ray Espana, Housing & Community Services Division; Susan Clark, Mental Health, Youth & Family Services Division; Lillie Walker, Purchasing & Contracts Administration; and Jerry Walker, Contracts Administration: COMMUNITY BASED SERVICE PROVIDERS: Bob Donough, Tri-County Youth Services; Gerald McFadden, Volunteers of America; Marilyn Miller, Portland Impact; and Stan Peterson, Youth Gang Outreach: CITIZENS/CONSUMERS: Amina Anderson and Mary Anne Hannibal**

REGULAR AGENDA

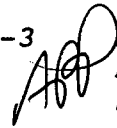
NON-DEPARTMENTAL

MANAGEMENT SUPPORT

- R-1 PROCLAMATION in the matter of Proclaiming the Week of September 27 to October 3, 1992 as Minority Enterprise Development Week 92-167

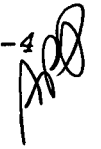
DEPARTMENT OF SOCIAL SERVICES

- R-2 RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody 92-168

R-3  Budget Modification DSS #4 Requesting Authorization to
Reclass a Fiscal Assistant Position to a Fiscal Assistant
Senior Position

PUBLIC CONTRACT REVIEW BOARD

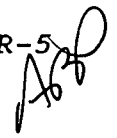
(Recess as the Board of County Commissioners and convene as
the Public Contract Review Board)

R-4  ORDER in the Matter of an Emergency Exemption to Install a
Fan System in the Medical Cell Group of the Justice Center

92-169

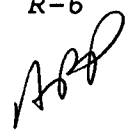
(Recess as the Public Contract Review Board and reconvene
as the Board of County Commissioners)


DEPARTMENT OF ENVIRONMENTAL SERVICES

R-5  ORDER in the Matter of the Sale of Surplus County land
Comprising Tax Lots 355 and 449 in Section 6, T1S, R3E,
W.M., Multnomah County, Oregon

92-170

NON-DEPARTMENTAL

R-6  Ratification of the Agreement between Multnomah County,
Oregon and the Multnomah County Employees, Union Local 88
(AFSCME/AFL-CIO) for the 1992-1995 Contract (20 MINUTES
REQUESTED)

R-7  RESOLUTION in the Matter of Approving the County's
Transition Plan for Modifying Facilities for Access for
People with Disabilities as Required by the 1990 Americans
with Disabilities Act (30 MINUTES REQUESTED)

92-171

0202C/45-46

cap

ANNOTATED MINUTES

Thursday, September 10, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES
SHERIFF'S OFFICE

- C-1 Ratification of an Intergovernmental Agreement, Contract #800063, between Multnomah County Sheriff's Office, Corrections Division and Mt. Hood Community College to Provide ABE/GED Instruction for Inmates with the Multnomah County Correctional Facility and the Multnomah County Inverness Jail, for the Period July 1, 1992 to June 30, 1993

APPROVED.

NON-DEPARTMENTAL

- C-2 Ratification of an Intergovernmental Agreement, Contract #500113, between the State Forestry, the USFS and Multnomah County, Emergency Management Division to Participate in the Incident Command System (CS) Overhead Team Shadow, for the Period July 1, 1992 to July 1, 1993

APPROVED.

- C-3 In the Matter of the Appointments to the **CONTRACTS REVIEW TASK FORCE: COUNTY PROGRAM STAFF:** Tom Fronk, Department of Health; Cary Harkaway, Department of Community Corrections; Ardys Craghead, Department of Social Services; Lorenzo Poe, Juvenile Justice Division; June Schumann, Aging Services Division; Ray Espana, Housing & Community Services Division; Susan Clark, Mental Health, Youth & Family Services Division; Lillie Walker, Purchasing & Contracts Administration; and Jerry Walker, Contracts Administration: **COMMUNITY BASED SERVICE PROVIDERS:** Bob Donough, Tri-County Youth Services; Gerald McFadden, Volunteers of America; Marilyn Miller, Portland Impact; and Stan Peterson, Youth Gang Outreach: **CITIZENS/CONSUMERS:** Amina Anderson and Mary Anne Hannibal

APPROVED.

REGULAR AGENDA

NON-DEPARTMENTAL
MANAGEMENT SUPPORT

- R-1 **PROCLAMATION** in the matter of Proclaiming the Week of September 27 to October 3, 1992 as Minority Enterprise Development Week

PROCLAMATION 92-167 APPROVED.

DEPARTMENT OF SOCIAL SERVICES

- R-2 RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

RESOLUTION 92-168 APPROVED.

- R-3 Budget Modification DSS #4 Requesting Authorization to Reclass a Fiscal Assistant Position to a Fiscal Assistant Senior Position

APPROVED.

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-4 ORDER in the Matter of an Emergency Exemption to Install a Fan System in the Medical Cell Group of the Justice Center

ORDER 92-169 APPROVED.

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-5 ORDER in the Matter of the Sale of Surplus County land Comprising Tax Lots 355 and 449 in Section 6, T1S, R3E, W.M., Multnomah County, Oregon

ORDER 92-170 APPROVED.

NON-DEPARTMENTAL

- R-6 Ratification of the Agreement between Multnomah County, Oregon and the Multnomah County Employees, Union Local 88 (AFSCME/AFL-CIO) for the 1992-1995 Contract

PUBLIC TESTIMONY HEARD. UNION LOCAL 88
(AFSCME/AFL-CIO) 1992-1995 CONTRACT WAS
UNANIMOUSLY APPROVED.

- R-7 RESOLUTION in the Matter of Approving the County's Transition Plan for Modifying Facilities for Access for People with Disabilities as Required by the 1990 Americans with Disabilities Act

RESOLUTION 92-171 APPROVED.

0246C/1-2
cap

BOARD OF COUNTY COMMISSIONERS
FORMAL BOARD MEETING
RESULTS

MEETING DATE: 9-10-92

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1</u>	<u>PA PA</u>	<u>GH GH</u>	<u>App</u>
<u>C-2</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
<u>C-3</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
<u>R-1</u>	<u>GH</u>	<u>PA</u>	<u>App</u>
<u>R-2</u>	<u>PA</u>	<u>GH</u>	<u>App</u>
<u>R-3</u>	<u>GH</u>	<u>PA</u>	<u>App</u>
<u>R-4</u>	<u>GH</u>	<u>PA</u>	<u>App</u>
<u>R-5</u>	<u>PA</u>	<u>GH</u>	<u>App</u>
<u>R-6</u>	<u>PA</u>	<u>GH</u>	<u>App</u>
<u>R-7</u>	<u>GH</u>	<u>PA</u>	<u>App</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

PAULINE ANDERSON
Multnomah County Commissioner
District 1



1120 S.W. Fifth, Suite 1500
Portland, Oregon 97204
(503) 248-5220

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 13 PM 4:01
MULTNOMAH COUNTY
OREGON

August 13, 1992

To: Board of County Commissioners
Office of Clerk of the Board

pa

I will be out of town on Tuesday, September 8 and
so unable to attend the BCC meeting.

RICK BAUMAN
Multnomah County Commissioner
District 3



606 County Courthouse
Portland, Oregon 97204
(503) 248-5217

August 21, 1992

TO: Clerk of the Board

FR: Commissioner Rick Bauman *R. Bauman*

RE: Calendar

I would like to amend my earlier memo regarding my attendance at Board meetings in August and September.

I will attend the Board meetings the week of August 24.

I will not be able to attend Board meetings on September 1 through September 17.

CLERK OF
BOARD
MULTNOMAH COUNTY
OREGON
1992 AUG 21 PM 2:02



GLADYS McCOY, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204
(503) 248-3308

M E M O R A N D U M

TO: Board of County Commissioners
Office of the Board Clerk

FROM: Gladys McCoy *[Signature]*
Multnomah County Chair

DATE: August 19, 1992

RE: Absence on September 8-10, 1992

I plan to attend a State and Local Government Labor-Management Symposium on September 8, 9, and 10. I will not attend the Board meetings on September 8 and 10.

GM:mrj
9300G

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 27 AM 11:38
MULTNOMAH COUNTY
OREGON

Meeting Date: SEP 10 1992

Agenda No.: C-1

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA between Multnomah County Sheriff's Office and
Mt. Hood Community College.

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING Sept. 10, 1992
(date) (date)

DEPARTMENT Sheriff's Office DIVISION Corrections

CONTACT Larry Aab, Sheriff's Exec Asst TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Bob Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 - 10 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested,
as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of Intergovernmental Agreement between Multnomah County Sheriff's
Office and Mt. Hood Community College to provide ABE/GED instruction for inmates
within the Multnomah County Correctional Facility and the Multnomah County
Inverness Jail.

***** Place on Consent Calendar *****

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skipper Jr.
(Sheriff)

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Sent Original IGA & Contracts to Larry Aab 9-10-92

1992 SEP - 1 PM 12:47
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800063

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000 <div style="font-size: 2em; transform: rotate(-10deg); opacity: 0.5;">ORIGINAL</div>	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <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	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>9/10/92</u> <i>[Signature]</i> BOARD CLERK </div>

Department Sheriff's Office Division Corrections Date 4/1/92

Contract Originator William T. Wood Phone 248-3256 Bldg/Room 119/307

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225

Description of Contract Provide ABE/GED instruction for inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Mt. Hood Community College
 Mailing Address 26000 S.E. Stark Street
Gresham, Oregon 97030 ATTN: Phillip Dean
 Phone (503) 667-7116
 Employer ID # or SS # 1-93-0546890-AL
 Effective Date July 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 27,904.00

Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☒ Other \$ Upon Billing ☐ Other _____
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:
 Department Manager [Signature]
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair/Sheriff _____
 Contract Administration [Signature]
 (Class I, Class II contracts only)

Encumber: Yes ☐ No ☐
 Date _____
 Date _____
 Date 8-7-92
 Date _____
 Date 7-30-92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	169	025	4110			6110				18,395	
02.	168	025	4043			6110				9,509	
03.											

* If additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

INTERGOVERNMENTAL AGREEMENT

ORIGINAL

MT. HOOD COMMUNITY COLLEGE - MULTNOMAH COUNTY

GED INSTRUCTION AGREEMENT

This agreement, made and entered into by Mt. Hood Community College and Multnomah County home rule subdivision of the State of Oregon; hereinafter referred to as County; deals with the provision of educational instruction for inmates leading to a General Equivalency Diploma. The following provisions shall comprise this agreement.

I. RECITATION

- A. Mt. Hood Community College, a college sanctioned by the State of Oregon, provides GED instruction and testing, and maintains a GED/ABE/ESL instructional program both on campus and in other locations.
- B. The County desires to maintain a GED/ABE/ESL instructional program for inmates in the County Correctional Facilities.
- C. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government and into that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

II. SERVICE TO BE PROVIDED

- A. Mt. Hood Community College shall perform as provided:
 - 1. Multnomah County Inverness Jail - 36 hours per week of GED/ABE/ESL instruction provided by an instructor and an additional 24 hours per week of instruction provided by a tutor (38 weeks per year).
 - 2. Multnomah County Correctional Facility - 8 hours per week of GED/ABE instruction provided by an instructor (44 weeks per year).
 - 3. Maintain one half of the service hours noted in sections 1 and 2 above at no cost to the County.

PAGE 2

4. All instructional personnel must allow a criminal records check to be performed and must be cleared for jail access by the Multnomah County Sheriff's Office prior to being considered approved as an instructor in the County facility.
 5. GED/ABE/ESL instruction shall be provided within the identified correctional facilities on an hourly schedule jointly developed by Mt. Hood Community College and the County.
 6. Mt. Hood Community College agrees to maintain and provide the County necessary statistical information regarding the persons tutored, sessions held and other information necessary to maintain instructional reports.
- B. The County shall perform as follows:
1. The Multnomah County Sheriff's Office, Corrections Branch, shall consider for jail clearance all instructor referred by Mt. Hood Community College for facility assignment. An approval or disapproval decision shall be provided to Mt. Hood Community College.
 2. The County shall provide assistance in the development of an instructional schedule and assistance necessary to operate within a correctional facility.
 3. The County agrees to provide Mt. Hood Community College reports necessary to maintain adequate time and employee records.
 4. It is agreed and understood that the Sheriff's Office shall provide a reasonably safe working environment for instructors in a corrections context. It is further agreed and understood that the Instructional Personnel shall follow all directions from corrections officers and that failure to obey the orders of corrections officers may result in risk of injury or harm. Mt. Hood Community College acknowledges there is a risk assumed when its instructors enter a correctional institution.
- C. Compensation rates and mode of payment:
1. For the duration of this annual agreement the County shall pay to Mt. Hood Community College, upon receipt of a monthly request for

PAGE 3

payment, one half of the costs of the instructional hours provided at a rate of \$24.98 per hour for an instruction and 14.08 per hour for a tutor. Fees associated with this agreement shall not exceed \$27,904.00.

III. CONSTRAINTS

- A. It is understood and agreed that any and all instructors from Mt. Hood Community College are employees of Mt. Hood Community College and are not employees, agents, or representatives of the County for any purpose.
- B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- C. Mt Hood Community College shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services, and affirmative action; including all regulations implementing Executive Order No. 11246 of the President of the United States; Section 402 of the Vietnam Readjustment Assistance Act of 1974; and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with it's duly-appointed Affirmative Action Officer.
- D. If Mt. Hood Community College is determined by the County to be a sub-recipient of federal funds passed through the County, the contractor with submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1992, through and including June 30, 1993, and is subject to renewal.
- B. This agreement may be terminated prior to the expiration of the agreed-upon terms:
 - 1. By mutual written consent of the parties;

PAGE 4

2. Either party may unilaterally terminate this agreement on one months written notice.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the 1st day of July, 1992.

MT. HOOD COMMUNITY COLLEGE

CARL RAWE, JR.
Dean of Student Development

DATE: _____

GARY NICHOLS,
Dean of Administrative
Services

DATE: _____

REVIEWED:

MULTNOMAH COUNTY, OREGON

LARRY KRESSEL
County Counsel for
Multnomah County, Oregon

ROBERT G. SKIPPER, Sheriff

BY:

Sandra Dwyer

DATE: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 9-10-92
C. A. H. H. H.
BOARD CLERK

SEP 10 1992

Meeting Date: _____

Agenda No.: _____

C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Shadow Team Agreement

BCC Informal 9-8-92

(date)

BCC Formal 9-10-92

(date)

DEPARTMENT Non-Departmental

DIVISION Emergency Management

CONTACT Penny Malmquist

TELEPHONE 251-2468

PERSON(S) MAKING PRESENTATION Penny Malmquist

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2 min

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: x

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

This is an agreement between State Forestry and the USFS and Multnomah County to participate in the Incident Command System (ICS) overhead team shadow. There is no fiscal or budgetary impact.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 18 PM 4:24
MULTNOMAH COUNTY
OREGON

Sent Original GAT Contracts to Penny Malmquist 9-10-92.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract #00113

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <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	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-2 DATE 9/10/92 <i>Chris A. Harrison</i> BOARD CLERK

Contact Person Penny Malmquist

Phone 251-2466

Date 7-28-92

Department Non-Departmental

Division Emergency Management Bldg/Room 313/118

Description of Contract Agreement between State Forestry and the USFS and Multnomah County to participate in the ICS overhead team shadow

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name _____

Mailing Address _____

Phone _____

Employer ID # or SS # _____

Effective Date 7-1-92

Termination Date 7-1-93

Original Contract Amount \$ 0

Amount of Amendment \$ 0

Total Amount of Agreement \$ 0

Payment Term

☐ Lump Sum \$ _____
☐ Monthly \$ _____
☐ Other \$ _____
☐ Requirements contract - Requisition required.
Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *[Signature]*

Purchasing Director
(Class II Contracts Only) *[Signature]*

County Counsel *[Signature]*

County Chair/Sheriff *[Signature]*

Date 8/11/92

Date

Date 8/18/92

Date 9/10/92

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

REGIONAL ICS "SHADOW TEAM" AGREEMENT-1992

During the past five fire seasons, the Oregon Department of Forestry(ODF) has entered into a training agreement with the local governments and agencies participating in the Regional ICS Steering Committee. Under this agreement, representatives from participating local governments, who have received training in the Incident Command System, visit "project" wildfires and "shadow " their counterparts. The exposure to the fully expanded ICS and the opportunity to question and work with experienced personnel has been of great value to local efforts to implement NIIMS-ICS.

Under this agreement, participating local governments/agencies agree to:

- 1) Absorb all costs and liability associated with participation of their personnel.
- 2) Ensure that all participating personnel meet the minimum qualifications , as defined in the attached "Guidelines for the 'Shadow Team Agreement'".
- 3) Provide their own logistical coordination and transportation to and from the incident.
- 4) Limit visiting personnel to one per each Command and General Staff position, and visits to 24-48 hours. Additional personnel and longer visits may be negotiated on a case-by-case basis.
- 5) Abide by all rules, regulations and restrictions imposed by the host agency or overhead team.

In return, the ODF and its overhead teams agree to:

- 1) Host, by invitation, ICS teams from participating local governments/agencies.
- 2) Allow visiting teams to observe planning and shift meetings and briefings.
- 3) Allow visiting team members to observe their counterparts during the duration of the visit.

Additional participation and hands-on experience may be granted at the discretion of the host organization, and commensurate with the skills, training and abilities of the visitors. In addition, visiting teams agree to make available to their host organizations, any specialized skills in liaison, law enforcement, or structural fire suppression which may be of value to the incident.

This program is voluntary. Neither party is under obligation to participate on any given incident.

Wildfire overhead management teams at the State and Federal level represent the state of the art in the application of NIIMS ICS. The Regional ICS Steering Committee appreciates the willingness of wildfire agencies to assist in ICS implementation at the local level.


Sherry Grandy
Regional ICS Training Committee

John Boro
Fire Operations Coordinator
Oregon Department of Forestry

Guidelines for 1992 "Shadow Team" Agreement

1. The Oregon Department of Forestry(ODF) and the Pacific Northwest Wildfire Coordination Group(PNWCG)have requested the Regional ICS Training Committee(RICSTC) designate one point of contact for the 'shadow team' program. The 'shadow team' coordinator for 1992 is Sherry Grandy. The 'shadow team' coordinator will be the only point of contact for the program. Individual RICSTC agencies will not contact ODF, local dispatch offices or Incident Commanders on their own. Unauthorized contacts will be denied.
2. Participating agencies of RICSTC are responsible for developing a list of qualified potential participants, and their contact numbers. In addition, each RICSTC agency must provide the program coordinator with a point of contact for their agency.

Qualified participants are defined as those meeting the minimum requirements established by RICSTC.

Completion of "Introduction to Incident Command" (2 day class)

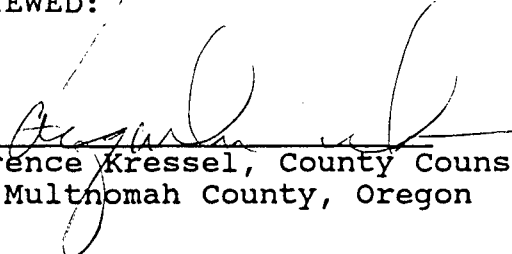
A full understanding of the position they are shadowing; RICSTC strongly encourages participants to complete the ICS course for their Command or General staff position.

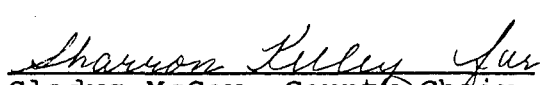
Identification as part of their agency's ICS staffing pattern for incident management.

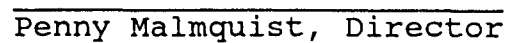
3. Each participating RICSTC agency contact person is responsible for contacting their personnel in the event of a 'shadow team' invitation.
4. When the 'shadow team' coordinator receives an invitation, all participating agencies will be contacted. Positions will be filled on a first-come, first served basis.

Multnomah County through its Board of County Commissioners and its Office of Emergency Management acknowledges, and will abide by the guidelines and agreements outlined in this 1992 Regional ICS "Shadow Team" Agreement.

REVIEWED:)

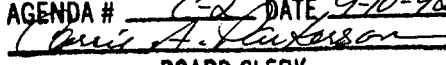

Lawrence Kressel, County Counsel
for Multnomah County, Oregon


Gladys McCoy, County Chair
for Multnomah County, Oregon


Penny Malmquist, Director
Multnomah County Emergency
Management

9/10/92
Date

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 6-2 DATE 9-10-92

BOARD CLERK

Meeting Date: SEP 10 1992

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING September 10, 1992

(date)

DEPARTMENT Chair's Office

DIVISION Non-departmental

CONTACT Kathy Millard

TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Appointment to Contracts Review Task Force:

County Program Staff

Tom Fronk, Dept. of Health

Cary Harkaway, Dept. of Community Corrections

Ardys Cragnead, Dept. of Social Services

Lorenzo Poe, Juvenile Justice Division

June Schumann, Aging Services Division

Rey Espana, Housing & Community Services Div.

Susan Clark, Mental Health, Youth, & Family Ser. Div.

Lillie Walker, Purchasing, Contracts Administration

Jerry Walker, Purchasing, Contracts Administration

Community Based Service Providers

Bob Donough, Tri.Co.Youth Ser.

Gerald McFadden, VOA

Marilyn Miller, Ptld. Impact

Stan Peterson, Youth Gang

Outreach

Citizens/Consumers

Amina Anderson

Mary Anne Hannibal

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 SEP - 2 PM 2:25
MULTNOMAH COUNTY
OREGON

Meeting Date: SEP 10 1992

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

AGENDA REVIEW/
BOARD BRIEFING

REGULAR MEETING September 10, 1992
(date) (date)

DEPARTMENT Chair's Office DIVISION Non-departmental

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):
Appointment to Contracts Review Task Force:

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Ardys Cragnead, Dept. of Social Services

Lorenzo Poe, Juvenile Justice Division

June Schumann, Aging Services Division

Rey Espana, Housing & Community Services Div.

Susan Clark, Mental Health, Youth, & Family Ser. Div.

Lillie Walker, Purchasing, Contracts Administration

Jerry Walker, Purchasing, Contracts Administration

Community Based Service Providers

Bob Donough, Tri.Co.Youth Ser.

Gerald McFadden, VOA

Marilyn Miller, Ptld. Impact

Stan Peterson, Youth Gang

Outreach

Citizens/Consumers

Amina Anderson

Mary Anne Hannibal

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signature)

BOARD OF
COUNTY COMMISSIONERS
1992 SEP - 2 PM 2:25
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. ~~(See attached list)~~

Contracts Review Task Force

- B. Name Robert Donough

Address 9603 SW Taylor

City Portland State OR Zip 97225

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone 292-9171

- C. Current Employer Tri-County Youth Services Consortium

Address 2000 SW First, Suite 100

City Portland State OR Zip 97201

Your Job Title Executive Director

Work Phone 227-6445 (Ext) _____

Is your place of employment located in Multnomah County? Yes X No _____

- D. Previous Employers _____ Dates _____ Job Title _____

Metropolitan Service District 8/82 - 11/82 Youth Services Planner

City of Portland Human Resources Bureau 8/80 - 6/82 Youth Program Specialist

Oregon Youth Work Alliance 4/79 - 9/80 Program Assistant

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1120 S.W. 5th, Room 1410 ~~XXXXXX~~

CONTACT:

BOARDS AND COMMISSIONS

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Children First for Oregon	11/91 - current	Board Treasurer
Oregon Kid PAC	1/90 - current	Board member
Oregon Health Action Campaign	11/90 - current	Policy Committee

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
University of Rochester	9/65 - 6/69	B.A. Mathematics
NOVA University	9/85 - 6/88	M.S. Child Care Administration

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Diane Turner, Insights Teen Parent Project, 1811 NE 39th, 97212 281-5366

Terri Barnett, Boys and Girls Aid Society, 18 SW Boundary Ct. 97201 222-9661

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

Employment with social service agency with contracts for service with
Multnomah County.

I. Affirmative Action Information

M White
sex / racial ethnic background

birth date: Month 6 Day 1 Year 47

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature

Date

9/8/92



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Community Corrections

Senior Services

- B. Name Gerald McFadden

Address Will be relocating to the Portland area

City effective May 1, 1992 State _____ Zip _____

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone _____

- C. Current Employer Volunteers of America Oregon, Inc.

Address 537 S.E. Alder

City Portland State Oregon Zip 97214

Your Job Title President/CEO

Work Phone (503) 235-8655 (Ext) _____

Is your place of employment located in Multnomah County? Yes X No _____

- | D. Previous Employers | Dates | Job Title |
|---|---------------------|-----------------------------|
| <u>Volunteers of America of Los Angeles</u> | <u>11/82 - 4/92</u> | <u>VP-Program/Marketing</u> |
| <u>People Coordinated Services</u> | <u>9/72 - 11/82</u> | |
| | | |

GLADYS MCCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

CONTACT:

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Central City Community Mental Health Center	11/82-6/84	Chair, Bd of Dir.
California Association of Drug/Alcohol Providers	7/80-9/82	Chair of State Assoc
United Way, Federal Emergency Management Assist	7/90-4/92	Bd Member

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Pepperdine University	9/89 - 4/91	Masters Business Administration
Pepperdine University	9/73 - 5/75	Masters Urban Planning
Syracuse University	9/66 - 5/70	Bachelors Sociology

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Mr. David Cheveallier - 5410 S.W. Macadam Avenue, Portland (503) 224-6820

Mr. Robert Pratt - 3600 Wilshire Blvd., Suite 1500 - Los Angeles (213) 389-1500

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

M Black
sex / racial ethnic background

birth date: Month 5 Day 22 Year '47

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Gerald M. Gadden Date 3/19/92

lom
6/83



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. ~~See attached list~~

Contracts Review Task Force

B. Name Marilyn K. Miller

Address 4707 SE Hawthorne Blvd.

City Portland State Or. Zip 97215

Do you live in _____ unincorporated Multnomah County or X a city within Multnomah County.

Home Phone 246-1154

C. Current Employer Portland Impact

Address 4707 SE Hawthorne Blvd.

City Portland State Or. Zip 97215

Your Job Title Executive Director

Work Phone 233-8491 (Ext) _____

Is your place of employment located in Multnomah County? Yes X No _____

D. Previous Employers	Dates	Job Title
Christie School	1/80 to 4/81	Unit Director
Parry Center	1/78 to 12/79	Supervisor
Mult. Co. Community Action Agency	9/76 to 1/78	Program Assistant

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Governor's Task Force on State Government	6/91 to 6/92	advise Gov. Roberts on ways to improve State Government
SE Uplift	91 to current	Board Member
OR Children's Services Div.	86-87	Administrative Review Team
United Way	87-88	Allocation Committee Member

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Oregon State University	70-71	sociology
Portland State University	75-77	B.S. w/honors Social Service
Portland State University	79-86	urban planning
Lewis & Clark College	86-88	M.P.A.

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Bill Farver with Commissioner Anderson

Terry Anderson with City Council Member Kaufory

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

Fe/ Caucasian

sex / racial ethnic background

birth date: Month 4 Day 1 Year 52

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature

Date 9-4-92

lom
6/83



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. ~~(See attached list)~~

Contracts Review Task Force

- B. Name Amina Anderson

Address P.O. Box 12406

City Portland State Oregon Zip 97212

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 286-4315

- C. Current Employer The Black United Fund of Oregon

Address 1825 NE Killingsworth

City Portland State Oregon Zip 97211

Your Job Title Executive Director

Work Phone 282-7973

(Ext) _____

Is your place of employment located in Multnomah County? Yes ☒ No _____

- | D. Previous Employers | Dates | Job Title |
|--|----------------|---------------------------|
| <u>Bonneville Power Administration</u> | <u>1982-85</u> | <u>Management Analyst</u> |
| <u>Army Corps of Engineers</u> | <u>1980-82</u> | <u>EEO Officer</u> |

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1120 S.W. 5th, Room 1410

CONTACT:

~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~

BOARDS AND COMMISSIONS

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
N/NE Economic Dev. Alliance	1989-Present	Board Member/Coordinator
Neighborhood Partnership Fund	1990-Present	Brd Member/Distribution Comm.
Emanuel Hspt. Found. Board	1991-Present	Brd Member/Chair Advocacy Comm.

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Portland Community College	1976-78	Criminal Justice
Portland State University	1978-80	Business Administration

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

State Rep. Avel Gordly	1915 NE 16th #3, Portland, OR 97212	287-1765
Mr. Ron Herndon	282-1975 3417 NE 7th, Portland, OR 97212	

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

Not Applicable

I. Affirmative Action Information

Female/African-American
sex / racial ethnic background

birth date: Month June Day 22 Year 56

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Anna Anderson Date 9/8/92



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writings, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

MULTNOMAH COUNTY MENTAL HEALTH ADVISORY COMMITTEE

- B. Name Mary Anne Hannibal

Address 2037 SE Salmon

City Portland

State Ore

Zip 97214

Do you live in unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 234-6344

- C. Current Employer Kaiser Permanente Health Plan

Address 3600 N. Interstate Ave

City Portland

State Ore

Zip 97214

Your Job Title Administrator, Mental Health & Chemical Dependency

Work Phone 249-8555

(Ext) 3055

Is your place of employment located in Multnomah County? Yes ☒ No ☐

- D. Previous Employers (list in chronological order) Dates

Job Title

Good Samaritan Home Health 1987-88

Director of Intensive Home Care

Visiting Nurse Homecare 1984-1987

Operations Manager

Multnomah County AHA 1983-87

Contract Specialist

MaryAnn Stewart

CONTACT:

Social Services Division
426 S.W. Stark, 6th Floor
Portland, Oregon 97204

...my - I don't think they fit in this sense!
E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
*National Assoc. of Social Workers - elected state board rep		
- first ending Jany. 81 not		
*City of Pksh. Budget Advisory Committee Parks Bureau -		
early 20's		

F. Please list post-secondary school education.

Name of School	Dates	Degree/Course of Study
U of Illinois Champaign Urbana	65-69	'70 BA Sociology, Psychology
PSU Grad Sch. of Soc. Work	78-81	'81 MSW Planning & Management
PSU Grad Sch. of Urban Affairs	78-81	'81 Master Certificate in Gerontology

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

John Mullin	Cl. Co. Soc Services Div. 655-8640
Vivian Grubb	'70 AMA 248-3646
Jim McConnell	"

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

no: aware of any

I. Affirmative Action Information

F / white
sex / racial ethnic background

birth date: Month 01 Day 25 Year 47

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Mary Anne Hannibal Date 3-7-91



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

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- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. ~~(See attached list)~~

Contracts Review Task Force

- B. Name Stanley D. Peterson

Address King Neighborhood Facility

4815 N.E. 7th

City Portland, State OR Zip 97211

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 288-3972

- C. Current Employer Northeast Coalition of Neighborhoods

Address King Neighborhood Facility

4815 N.E. 7th

City Portland, State OR Zip 97211

Your Job Title Director, Youth Gangs Program

Work Phone 823-4112 (Ext) _____

Is your place of employment located in Multnomah County? Yes ☒ No _____

D. Previous Employers	Dates	Job Title
Grace Collins Memorial Center	8/90-5/91	Administrator
Merril Lynch	3/90-8/90	Financial Const.
FloppyLope, Ent.	1/89-2/90	Consultant
NEC Information Systems	1/86-12/88	Regional Sales Manager

GLADYS MCCOY, MULTNOMAH COUNTY CHAIR

1120 S.W. 5th, Room 1410

CONTACT:

BOARDS AND COMMISSIONS

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Avel Gordly Campaigne	1992	Phone Solicitor

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Linfield College	8/70- 5/71	Bsns/Psych
Portland Community	5/72	Bsns
Linfield College	5/72-5/75	BA Bsns/Psych

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Mrs. LaVerne Davis 5871 N.E. 78th 255-1175

Mrs. Evelyn Collins 128 N.E. Russell St 281-6930

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

none

I. Affirmative Action Information

~~M~~ ~~AF~~ ~~American~~

sex / racial ethnic background

birth date: Month 06 Day 15 Year 52

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature

Date 9/8/92

lom
6/83

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date SEP 10 1992
Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: MED Week Proclamation

Informal Only * _____ (Date) Formal Only _____ 9:30 a.m. Time Certain
September 10, 1992 (Date)

DEPARTMENT Management Support Services

DIVISION Purchasing, Contracts & Stores

CONTACT Lillie Walker

TELEPHONE 248-5111

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Grace Gallegos

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

The Board is requested to proclaim the week of September 27 - October 3, 1992 as Minority Enterprise Development Week.

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

☐ PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Peter Lumy

OTHER Lillie M. Walker
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

Sent Copy of Proclamation 92-167 to Lillie Walker 9-10-92.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming the Week)
of September 27 - October 3, 1992 as) PROCLAMATION 92-167
Minority Enterprise Development Week)

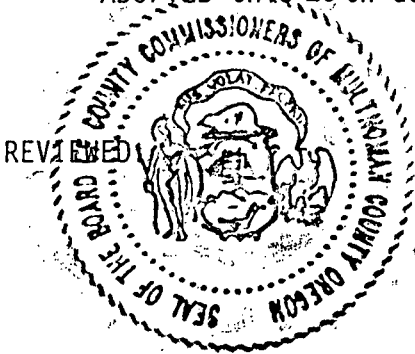
WHEREAS, Multnomah County's growth and prosperity depends on the full participation of all citizens at every level of our economy; and

WHEREAS, Minority Americans contribute invaluable to our County's progress and well being and minority owned businesses have emerged as a dynamic and vital force in our County's market places, providing both employment and training for hundreds of Multnomah County residents; and

WHEREAS, Multnomah County takes pride in the achievements and accomplishments of our minority business owners; we are delighted to pay them tribute for their contributions on behalf of Multnomah County's economic growth. Now, therefore,

BE IT RESOLVED that the Board of County Commissioners proudly proclaims September 27 - October 3, 1992 as **MINORITY ENTERPRISE DEVELOPMENT WEEK IN MULTNOMAH COUNTY** to thank all minority business owners for their contributions to the County and to show our continuing commitment to the promotion of minority business opportunities.

ADOPTED this 10th day of September, 1992.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Sharon Kelly for
Gladys McCoy, County Chair

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Peter Lumpkin
Assistant County Counsel

Meeting Date: SEP 10 1992

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Program Initiated Peace Officer Designees Resolution

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT DSS DIVISION SSD

CONTACT Lynn Meyo TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Gary Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Routine Request
No Budget Impact
See Attached Memo

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Gary Nakao (ac)

(All accompanying documents must have required signatures)

Sent copy of Resolution 92-168 to Lynn Meyo 9-10-92.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
MENTAL AND EMOTIONAL DISABILITIES PROGRAM
426 S.W. STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 FAX (503) 248-3379

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

FROM: Gary W. Smith, Director, Social Services Division *GWS*

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

DATE: August 11, 1992

SUBJECT: Ratification of Community Mental Health Program Director Designees
for Program Initiated Peace Officer Holds

Recommendation: That the Board of County Commissioners ratify the changes in the list of designees for program initiated peace officer holds (mental health holds).

Analysis: On a quarterly basis, because of staff turnover, new designees should be added to the authorized list.

Background: In 1987 the Board of County Commissioners ratified the participation of Multnomah County in the authority to place program initiate peace officer holds. ORS 426.215 enables a designee of the Community Mental Health Program Director (here, the Director of the Social Services Division) to cause police to transport an allegedly mentally ill person dangerous to self or others to local hospitals for investigation prior to a possible court hearing for commitment to the state mental health division.

The use of the mental health hold is progressing well. The Psychiatric Emergency Operations Team, which includes staff from the County, hospitals, law enforcement agencies, and mental health agencies, reviews interorganizational coordination.

In the 1991-92 fiscal year, there were 54 of these holds placed. The commitment rates for this type of holds is higher than for other types of holds which may indicate that these holds are judiciously placed. This hold mechanism is being integrated into the upcoming crisis/acute care system modification.

6807Y

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

In the matter of Authorizing Designees)
of the Mental Health Program Director)
to Direct a Peace Officer) Resolution
to Take an Allegedly Mentally Ill Person) 92-168
into Custody)

WHEREAS, 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 for mental illness; and

WHEREAS, 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; and

WHEREAS, 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; it is therefore

ORDERED that the individuals listed below are hereby 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 is:

Jay Roberts, Mental Health Services West
Elise Curry, Garlington Center
Scott Anderson, Ryles Center
Paul Regan, Ryles Center
Laurie Jimenez, Mt. Hood Community Mental Health Center



REVIEWED BY

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By

H.H. Lazenby

Assistant County Counsel

BOARD OF COUNTY COMMISSIONERS

By

Sharon Kelley

Gladys McCoy
Chair, Board of Commissioners

BUDGET MODIFICATION NO. DSS 4

(For Clerk's Use) Meeting Date SEP 10 1992

Agenda No. R-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: Social Services DIVISION: Juvenile Justice

CONTACT: Marie Eighmey TELEPHONE: 248-3550

*NAME OF PERSON MAKING PRESENTATION TO BOARD: Harold Ogburn

SUGGESTED AGENDA TITLE:

Budget Modification DSS # 4 upgrades a Fiscal Assistant position to senior status.

(Estimated Time Needed On The Agenda)

2. DESCRIPTION OF MODIFICATION:

{X} PERSONNEL CHANGES.

This budget modification reclassifies a Fiscal Assistant position to a Fiscal Assistant Senior position. The position is funded 75% by the Federal/State program and 25% by the County General/Fund program. The increase in personnel cost is transferred from Temporary personnel, resulting in a net change of zero to both programs' total Personnel budgets.

3. REVENUE IMPACT: N/A.

4. CONTINGENCY STATUS: N/A.

BOARD OF
COUNTY COMMISSIONERS
1992 SEP - 1 PM 12:47
MULTI-STATE COUNTY
OREGON

Originated By	Date	Department Manager	Date
X <u>Harold Ogburn</u>	<u>8/13/92</u>	<u>Gary Nakao (ac)</u>	<u>8/24/92</u>
Budget Analyst	Date	Personnel Analyst	Date
<u>Kathleen Jones</u>	<u>8/28/92</u>	<u>S. Ayers</u>	<u>8-26-92</u>
Board Approval			Date
<u>Barrie A. Peterson</u>			<u>9-10-92</u>

ME/bdmdfasr.aug

Sent Original Bud Mod to Kathy Jones 9-11-92.

EXPENDITURE

BUD MOD DSS # _____

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI- ZATION	ACTIVITY	REPORT'G CATEGORY	OBJECT	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB- TOTAL	DESCRIPTION
		100	010	2540			5100			275		Inc Permanent.
		100	010	2540			5200			(341)		Dec Temporary.
		100	010	2540			5500			47		Inc Fringe.
		100	010	2540			5550			19		Inc Insurance.
											0	SUBTOTAL, ORG 2540 CG/F.
		156	010	2540			5100			825		Inc Permanent.
		156	010	2540			5200			(1,027)		Dec Temporary.
		156	010	2540			5500			142		Inc Fringe.
		156	010	2540			5550			60		Inc Insurance.
											0	SUBTOTAL, ORG 2540 F/S.
		400	040	7531			6520			79	79	INSURANCE FUND.
											79	TOTAL EXPENSE.

TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI- ZATION	ACTIVITY	REPORT'G CATEGORY	REVENUE SOURCE	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB- TOTAL	DESCRIPTION
		400	040	7531			6600			19	19	SVC REIMB CG/F TO INS.
		400	040	7531			6602			60	60	SVC REIMB F/S TO INS.
											79	TOTAL REVENUE.

PERSONNEL DETAIL FOR BUD MOD NO. _____

5. ANNUALIZED PERSONNEL CHANGES:

FTE		BASE PAY	FRINGE	INSURANCE	TOTAL
1.0	Fiscal Assistant Senior	21,110	5,725	6,237	33,072
-1.0	Fiscal Assistant	(20,010)	(5,427)	(6,139)	(31,576)
0.0	TOTAL CHANGE, ANNUALIZED:	\$1,100	\$298	\$98	\$1,496

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES:

FTE	EXPLANATION OF CHANGE	BASE PAY	FRINGE	INSURANCE	TOTAL
1.0	FISCAL ASSISTANT SENIOR	\$21,110	\$5,725	\$6,237	\$33,072
-1.0	FISCAL ASSISTANT	(\$20,010)	(\$5,427)	(\$6,139)	(\$31,576)
0.0	TOTAL	\$1,100	\$298	\$98	\$1,496
	TEMPORARY PERSONNEL	(\$1,368)	(\$109)	(\$19)	(\$1,496)
0.0	TOTAL PERSONNEL SERVICES	(\$268)	\$189	\$79	\$0



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Gladys McCoy
Multnomah County Chair

VIA: Dr. Gary Nakao *Gary Nakao (cc)*
Director, Department of Social Services

FROM: *H* Harold Ogburn
Director, Juvenile Justice Division

DATE: August 13, 1992

SUBJECT: Budget Modification DSS # 4, To Reclassify A Fiscal Assistant Position
To A Senior Fiscal Assistant Position.

RECOMMENDATION: The Juvenile Justice Division recommends Board of County Commissioners' approval of a request to upgrade an existing Fiscal Assistant position to senior status.

BACKGROUND/ANALYSIS: This modification reclassifies a Fiscal Assistant position to a Fiscal Assistant Senior position. The position to be reclassified is 75% Federal/State and 25% County General Fund. The additional cost of \$1,123 Fed/State and \$373 County G/F is transferred from Temporary personnel, resulting in zero net change to personnel expense in both programs. The reclass action follows the recommendation of Employee Services staff who reviewed the job analysis questionnaire and performed a desk audit of the duties.

The position currently is staffed by a permanent JJD employee.

me/fasrcovr.aug

Selective Hiring Freeze
REQUEST TO FILL A POSITION
APPROVAL FORM

Division JUVENILE JUSTICE DIVISION

Program RESOURCE & DEVELOPMENT
Financial Operations

Position FISCAL ASSISTANT SENIOR

New EXISTING RECLASSIFIED

FY92-93

Projected Cost: No additional cost. A budget modification, accompanying this request, transfers the difference between the former Fiscal Assistant position and the reclassified position from Temporary Personnel to Permanent Personnel, resulting in a net change of zero. Annualized, the reclassified position costs \$1,496 more than the former position. This total is apportioned 75% or \$1,123 to our Federal/State program and 25% or \$373 to our General Fund program.

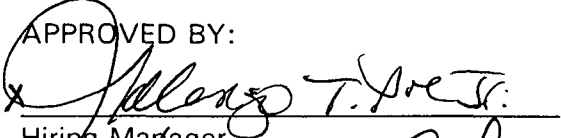
Requested Hire Date: Approx. October 1, 1992. The position currently is staffed by a permanent JJD employee. The competitive examination process is required because the employee's reclassification request was submitted after 4 months fully performing the new duties resulting in the reclassification. Personnel Rule 16 requires 6 months performance if the competitive exam is to be waived.

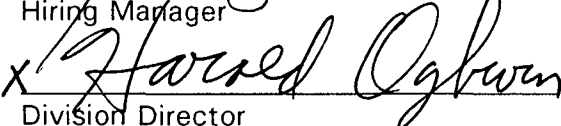
Justification: Employee Services has recommended an upgrade of our Fiscal Assistant position to senior status. This upgrade resulted primarily because the responsibility for the Division's daily/weekly Accounts Payable processing, which includes an on-line system accepted by County Accounts Payable, was shifted to this position at the time our Fiscal Specialist 2 left for a 3-month paternity leave.

Following the Fiscal Specialist 2's return from leave, we chose to make the transfer of the Accounts Payable and associated functions a permanent part of the Fiscal Assistant position, both because it functionally belongs to an upgraded version of that position and because it is not a duty compatible with the expectations of the Fiscal Specialist 2 level.

If the County approves the reclassification, the current permanent staff employee will under-fill the position in order to continue payment of the Division's bills until such time as permanent hire occurs for the position. Because the underfill results in employer cost equivalent to the reclassified rate, no savings occur during the interim.

APPROVED BY:

x  Aug. 13th 1992
Hiring Manager Date

x  8/13/92
Division Director Date

 8/25/92
Gary Nakao, Director, Dept of Social Svcs Date



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

MEMORANDUM

TO: Marie Eighmey
Juvenile Justice Division

FROM: Colette Umbras *CU*
Employee Services Division

DATE: July 29, 1992

SUBJECT: Reclassification Request for Pat Beardsley

Thank you for your patience in awaiting a response to this reclass request. Upon a review of the completed job analysis questionnaire, a desk audit of Pat's duties, discussions with you and with another analyst in my office, I am recommending that Pat's position be reclassified to Sr. Fiscal Assistant.

The primary duties consist of paying bills and processing monies received, maintaining worksheets and spreadsheets, and assisting others by providing information, resolving problems and explaining procedures. She performs other projects as assigned by you. These duties fall within the scope of the Sr. Fiscal Assistant classification.

I realize that your requested reclassification was for a Fiscal Specialist 1; however, the current duties do not support that level at this time. In addition, although the position is recommended for reclassification, the position must be filled using a competitive examination process, not through reclassification. Personnel Rule 16, Classification and Reclassification, Section 16.02, states that "an employee occupying a position that has been reallocated shall not be reclassified except when: 1) the employee has been performing the new duties for at least six (6) months prior to the reclassification request; and 2) the change in duties, authority and responsibility has occurred gradually over a period of time." This situation meets neither of these criteria.

If you have any questions regarding this recommendation, please call me. Thank you again for your patience, and also thank Pat for her cooperation and time.

533ES

cc: Pat Beardsley
Lorenzo Poe
Susan Ayers

DATE SUBMITTED AUG 26 1992

(For Clerk's Use)
Meeting Date SEP 10 1992
Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: PCRB Exemption

Informal Only * _____ (Date) Formal Only _____ (Date)

DEPARTMENT DES/Facilities Management DIVISION Justice Center/Purchasing...

CONTACT Lillie Walker/Walter Heil TELEPHONE 248-5111/248-5128

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lillie Walker

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request of the Board of County Commissioners, acting as PCRB, for approval of an emergency exemption to contract for the installation of a fan system at the Justice Center.

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

☐ PERSONNEL
☐ FISCAL/BUDGETARY
☐ GENERAL FUND
OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Peter Lumsden

OTHER Lillie M. Walker
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

*Sent Hearing Notice to PCRB list & Lillie Walker, Lu George & Walter Heil.
Sent Copy of Order 92-169 to PCRB list, Lillie Walker, Lu George & Walter Heil.*
537Pur:8/92
9-10-92.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 SEP - 1 PM 4:26



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
JUSTICE CENTER
1120 S.W. 3RD AVENUE, ROOM 203
PORTLAND, OREGON 97204
(503) 248-5128

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: LILLIE WALKER, Director
Purchasing Department

cc: F. Wayne George, Director, Facilities Management
Kay Fantz, Facilities Management

FROM: WALTER W. HEIL, JR., Building Manager
Justice Center *W. Heil*

DATE: July 21, 1992

SUBJECT: REQUEST FOR EXEMPTION TO BID, MARKMAN, \$16,698.00

On the 4th Floor at the Justice Center we have our medical department, an area known as the 4A Medical Cell Group, to contain those persons with known serious medical problems. This cell block was to have been designed to house patients with air-borne diseases, such as tuberculosis.

Approximately seven (7) weeks ago, Mary Loos, Medical Supervisor, asked us to verify that these cells were negatively balanced, in that the air-borne contaminations could not get out and affect healthy people. We found that three of the ten cells were not negatively balanced! After thorough analysis we found that the remaining seven (7) cells were so marginally negatively balanced that they posed a serious threat to healthy people within the facility.

We made a thorough investigation and found that we needed to set up a separate fan system to all but guarantee the fact that air-borne contaminations could not affect members of staff or inmates.

We asked PAE Consulting Engineers to engineer the necessary changes, and it was expectations that the cost would be less than \$10,000.

On July 1, 1992, we contacted three vendors; Markman, McKinstry, and TCM, to come to an informal bid walk-through, the results of which are found on the attached "Request for Quotations." Much to our surprise the quotes came in for Markman, \$16,698.00; McKinstry, \$26,850.00; and TCM, no bid. Looking at the results it appeared that we had to go to a formal bid, which could take considerable additional time. I contacted Mary Loos, Supervisor, Medical Department, and asked as the the urgency of her needs concerning this

WALKER

July 21, 1992

Page 2

construction, and she indicated that in her mind it was very serious and that all should be done to expedite the necessary repairs because of the higher incidence of tuberculosis that they were currently experiencing within the Correctional system. I made contact with Wayne George, explained the situation concerning a need for exemption to bid, who then contacted Paul Yarborough. Attached is his memo of May 18, 1992. Paul Yarborough made the determination that in his mind he felt it was an emergency and made a number of attempts to contact you by telephone, but failing to do so, told us to proceed with the work at greatest possible speed, and to process the necessary "Request for Exemption to Bid."

The work is underway and should be completed approximately between the first and second week in August. We request that you process the attached purchase order for Markman, and request an exemption to bid for \$16,698.00.

If you have any additional questions please contact me.

WWH/jlw/2

Quote Date:

REQUEST FOR QUOTATIONS

— This is not an Order —

Quote #

(to be assigned by Purchasing)

- Request All Quotes To Be FOB Destination
- ▼ Attach This Completed Form To The Requisition

Vendor #1

Company: MARILYN
Address: 9955 SE ASH
PORTLAND OR 97216
Phone #: 255-9923

FAX #: _____

Contact Person: C L Y O E T R A P P

FOB: _____

Terms: _____

Delivery Date: _____

Vendor #2

Company: MC KINSTRY
Address: 1419 NE Lombard Pl
Portland OR 97211
Phone #: 285-6783

FAX #: _____

Contact Person: MITCH GINSBURG

FOB: _____

Terms: _____

Delivery Date: _____

Vendor #3

Company: TCM
Address: _____
Phone #: 285-9851

FAX #: _____

*Contact Person: RANDY SCHMIDT

FOB: _____

Terms: _____

Delivery Date: _____

Comments/Specifications: SUPPLY LABOR AND MATERIALS
TO PROVIDE CHANGES TO E/A MECHANICAL
ISOLATION CURBS FOR SPECIFIC MECHANICAL
DRAWINGS

Item No.	Description	Quantity	Vendor 1 Unit Price	Vendor 1 Total Price	Vendor 2 Unit Price	Vendor 2 Total Price	Vendor 3 Unit Price	Vendor 3 Total Price
1	COMPLETE PROSKY		—	18,451	—	29,890	No Bid	
2	Deduct BALANCING			(2,000)		(2,000)	—	
3	Deduct STAINLESS			(753)		(1040)		
TOTAL PRICE:				16,698		26,850		①

Dept./Div.: FACILITY MGT Prepared By: WALTER HALL Date: 29 JUL 92
JUSTICE CENTER Name (Please Print)

Phone #: 5128



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, September 10, 1992, at 9:30 A.M. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of an Emergency Exemption to Install a Fan System in the Medical Cell Group of the Justice Center.

A copy of the application is attached.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or the Office of the Board Clerk at 248-3277.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Carrie A. Parkerson
Office of the Board Clerk

enclosure

0516C/cap

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

In the Matter of an Emergency Exemption)
to Install a Fan System in the Medical)
Cell Group of the Justice Center) A P P L I C A T I O N

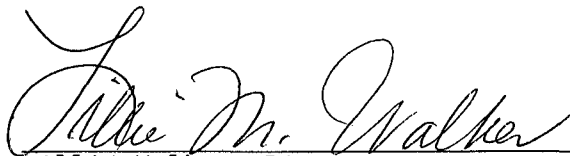
Application is hereby made to the Public Contract Review Board on behalf of a request from the Department of Environmental Services, Facilities Management/Justice Center, pursuant to the Board's Administrative Rule AR 10.110, adopted under the provisions of ORS 279.015, for an order of emergency exemption from the competitive bid process to install a separate fan system in the medical cell group of the Justice Center. The approximate cost is \$16,698.00.

This exemption request is due to the following facts:

1. Analysis of the medical cell group indicated that air-borne contaminants could be released into non-protected areas and contaminate staff and inmates.
2. Consulting engineers indicated that a separate fan system must be installed to contain the air-borne contaminants.
3. Quotes were solicited with the expectation that costs would be less than \$10,000. The low bidder was selected to perform the work.
4. A higher incidence of tuberculosis and other air-borne diseases required immediate action to eliminate potential contamination of areas outside the medical cell group, therefore requiring an exemption from the bid process.

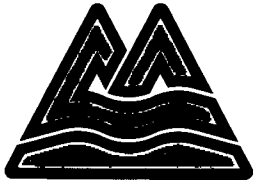
The Department of Environmental Services, Facilities Management/Justice Center has budgeted funds to cover the cost of the contract in the FY 1992-93 budget.

Dated this 1st day of September, 1992.



Lillie Walker, Director
Purchasing, Contracts, and Central Stores

Attachments



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY	•	CHAIR	•	248-3308
PAULINE ANDERSON	•	DISTRICT 1	•	248-5220
GARY HANSEN	•	DISTRICT 2	•	248-5219
RICK BAUMAN	•	DISTRICT 3	•	248-5217
SHARRON KELLEY	•	DISTRICT 4	•	248-5213
CLERK'S OFFICE	•	248-3277	•	248-5222

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, September 10, 1992, and approved Order 92-169 in the Matter of an Emergency Exemption to Install a Fan System in the Medical Cell Group of the Justice Center.

A copy of the Order is attached.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Carrie A. Parkerson
Office of the Board Clerk

enclosure

0516C/cap

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

In the Matter of an Emergency Exemption)
To Install a Fan System in the Medical)
Cell Group of the Justice Center)

O R D E R 92-169

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to AR 10.110, a declaration of emergency for purchase and installation of a fan system in the medical cell group of the Justice Center due to the potential spread of air-borne diseases.

It appearing to the Board that the declaration of emergency, as it appears in this order is based upon the fact that the existing system is not adequate to contain air-borne diseases. A higher incidence of air-borne diseases currently exists in the corrections system. Competitive quotes were solicited for the project. The health and safety of the building occupants is dependent on an adequate ventilation system.

It appearing to the Board that the declaration of emergency is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.110, and ORS 279.015(4); now, therefore,

IT IS ORDERED that the purchase and installation of a fan system for the medical cell group be exempted from the requirement of public bidding.

Dated this 10th day of September, 1992.

REVIEWED



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

By

Gladys McCoy
Gladys McCoy, County Chair

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By

Peter Lumsden
Assistant County Counsel

Meeting Date: SEP 10 1992

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Sale of surplus County Land, Tax Lots 355 and 449,
S6, T15, R3E, W.M.

BCC Informal _____ BCC Formal September 10, 1992
(date) (date)
DEPARTMENT Environmental Services DIVISION Facilities & Property Management
CONTACT Bob Oberst TELEPHONE 248-3851
PERSON(S) MAKING PRESENTATION Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Five Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

A sale of approximately 0.29 acres of surplus county land to John Shukri for the sum of \$5,000.00 is proposed. The land is not developable by itself and the County has no present or future use for the property. The sale price is consistent with market values of comparable real property in the opinion of the County's appraiser and the Property Manager.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *[Signature]*

(All accompanying documents must have required signatures)

*Original Agreement Between + Sale Deed and Copy of Order
92-170 Sent to Bob Oberst 9-10-92.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Sale of Surplus)
County Land Comprising Tax Lots 355)
and 449 in Section 6, T1S, R3E, W.M.,)
Multnomah County, Oregon.)

O R D E R
92-170

It appearing that the two parcels of real property consisting of approximately 0.23 and 0.06 acres of land, respectively, and described in the OWNERS COUNTER-OFFER and BARGAIN AND SALE DEED before the Board this date is surplus to the needs of Multnomah County and is zoned OFR by the City of Gresham for business office and professional clinic uses, thus is suitable for commercial use and constitutes an industrial facility as defined by ORS 271.510; and

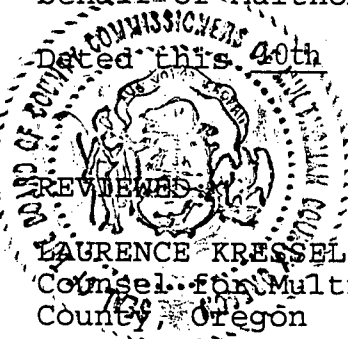
It appearing that John Shukri has offered to purchase the said real property for the sum of \$5,000.00; and

It appearing that said offer price is within the fair market value as determined by Multnomah County's appraiser and its property manager; and

It appearing that the sale will benefit Multnomah County and the Board being fully advised in the matter:

It is ORDERED that Multnomah County ratify the OWNERS COUNTER-OFFER before the Board this date and any deeds or other documents required for completion of this sale and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this 40th day of September, 1992.

A circular seal with the text "BOARD OF COUNTY COMMISSIONERS" around the top and "MULTNOMAH COUNTY, OREGON" around the bottom. In the center is a smaller seal with the text "SEAL OF THE COUNTY OF MULTNOMAH, OREGON" and a central emblem.
LAURENCE KRESSEL, County
Counsel for Multnomah
County, Oregon

By Peter Lunny

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Sharon Kelley
County Chair



PORTLAND BOARD OF REALTORS® OWNER'S COUNTER-OFFER

To Oregon Realty Co Broker
Under date of June 11, 1992,
John S. Shubert as Purchaser

offered in writing to purchase from the undersigned Seller, the following described property:
Tr 500 Lot 6 10 SE and 12 14 15 16 17 SE

on the terms and conditions set forth in Purchaser's offer, reference to which hereby is made.
Having considered the said offer, but not being satisfied therewith, the undersigned Seller hereby makes the following counter-offer and agrees to accept and consummate the sale of said property for the price and on terms and conditions as follows:

Selling Price to be \$ 200,000
all other terms and conditions be as the same
With the exception of the sale to be approved by
the board of commissioners within 15 days of business
completion.

Any part of Purchaser's original written offer not changed as set forth above is approved and accepted by the Seller; time is of the essence of this counter-offer and unless the Purchaser accepts the same, in writing within 5 days from the date hereof, this counter-offer shall automatically expire and be of no force and effect.

Robert Christ Seller
Property Manager, Multnomah County Dated 6-12, 1992, A.M., P.M.

PURCHASER'S ACCEPTANCE OF SELLER'S COUNTER-OFFER
Dated 6-15, 1992, A.M., P.M.

I (we) hereby accept Seller's counter-offer and agree to purchase said property in accordance with the terms and conditions of said counter-offer.

John Shubert Purchaser
Dated 6-15, 1992, A.M., P.M.

SELLER'S AGREEMENT AND CLOSING INSTRUCTIONS
Dated 6-17, 1992, A.M., P.M.

The Purchaser having accepted my counter-offer, I agree to pay the above named broker, or if this is a co-op transaction the listing broker at closing of this transaction, the sum of \$ 0 for services rendered in this transaction. Seller hereby grants such broker or listing broker a lien on the proceeds of sale to secure payment of said sum. Seller authorizes broker or listing broker to order title report and title insurance at Seller's expense, and further authorizes them and escrow to pay out of the cash proceeds of sale the expenses of furnishing title insurance, Seller's recording fees, Seller's closing costs, and any encumbrances on the property payable by Seller on or before closing. In the event Purchaser fails to complete the sale as herein provided, forfeited earnest monies shall be distributed as follows after deduction of any title insurance and escrow cancellations charges: _____ to broker, or if this is a co-op transaction to the listing broker, to the extent of the agreed commission, just as if the transaction had been consummated, with residue to Seller _____.

I acknowledge receipt of executed copies of the said original offer, of my counter-offer and of this contract bearing Buyer's signature.

Robert Christ Seller
Property Manager, Multnomah County Seller

SELLER'S RECEIPT

SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This is a legally binding document; if not understood, seek competent advice before signing.

The undersigned Buyer offers to purchase the following described real property situated in the County of Multnomah, State of Oregon
(legal description) T1 355 Sect 6 1 S 3 E and T1 449 Sect 6 1 S 3 E
and commonly known as (street address): 181st ST.
for the purchase price of \$ 4500.00
on the following terms: Earnest money herein receipted for of \$ 500.00;
on as additional earnest money, the sum of \$
at or before closing, the balance of down payment \$ 4000.00;
at closing and upon delivery of ☒ DEED ☐ CONTRACT the sum of (Lines 5, 6, 7, and 8 must equal Line 4) \$ 0
payable as follows: Cash on closing

If indebtedness is assumed in this transaction, then in addition to the purchase price, Buyer is to pay required assumption fee and reimburse Seller for sums held in reserve accounts.

BUYER'S REPRESENTATION: Buyer represents that Buyer has sufficient funds available to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds unless otherwise set forth in this Agreement.

IF NEW LOAN IS REQUIRED, TRANSACTION SUBJECT TO BUYER AND PROPERTY QUALIFYING FOR THE LOAN. Buyer agrees to make written loan application not later than 30 business days from acceptance, complete necessary papers and exert best efforts to procure the loan. If discount points are required for financing, they shall be paid as follows: Buyer na % up to \$ na; Seller na % up to \$ na. Seller must pay all points if financing is by a Federal VA loan, not to exceed \$ na. Lender required repairs to be paid as follows: Vacant land

SPECIAL CONDITIONS: Subject to purchaser Being allowed to Build Detail Small Building. Subject to water and electric Being available. To Be Sold with tax lot 51. Purchaser to have 30 days from Sellers acceptance to decide if he agrees to close Sale after checking with City. For additional provisions, see Exhibit(s)
Seller acknowledges that if property is new construction, Seller must comply with FTC insulation disclosure requirements. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. Unless otherwise herein provided, the property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except taxes which are a lien but not yet payable, zoning ordinances, building and use restrictions, reservations in Federal patents, utility easements of record which benefit the property or area in which the property is located, and none

FIXTURES: All built-in appliances; attached floor covering; drapery rods and curtain rods; window and door screens; storm doors and windows; irrigation, plumbing, ventilating, cooling and heating fixtures (including all tanks but excluding detached fireplace equipment); water heaters; attached electric light and bathroom fixtures; light bulbs, fluorescent lamps; window blinds; awnings; attached television antennae; fences; all planted shrubs, plants, and trees and all fixtures are to be left upon the premises as part of the property purchased, EXCEPT na

The following PERSONAL PROPERTY, in "as-is" condition, is included in the purchase price: na

Unless otherwise stated, personal property included in this transaction has no value and shall not be security for the unpaid price. The following fixtures are not owned by Seller and are not being sold: na

ALARM SYSTEMS (if any) ☐ OWNED ☐ LEASED. If leased, Buyer ☐ will not ☐ will assume the lease at closing. Approximate monthly lease payment is \$ na

SELLER REPRESENTS OR AGREES THAT TO THE BEST OF SELLER'S KNOWLEDGE, BUT WITHOUT DUE INQUIRY: (1) That the above dwelling is connected to ☐ a public sewer system, or ☐ a cesspool or septic tank; (2) at the earlier of possession or closing date, the dwelling will have an approved and operating smoke detector properly installed as required by law; (3) that Seller has no knowledge of any hazardous substances on the property other than substances (if any) contained in appliances and equipment; (4) that Seller knows of no material structural defects; (5) that all electrical wiring, heating, cooling, plumbing and irrigation equipment and systems will be in good working order and that the balance of the property, including the yard, will be in substantially its present condition at the time Buyer is entitled to possession; (6) that Seller has no notice of any liens to be assessed against the property; (7) that Seller has no notice from any governmental agency of any violation of law relating to the property. Exceptions to items

(1) through (7) are: City of Brushum Sewers Systems Project # 3047 are Being Planned at this time
and (8) that property is connected to; ☐ A public water system or ☐ A private well. If connected to a well Seller represents that the private water well located on or serving the property has provided an adequate supply of water during the entire year for household use, and to the best of Seller's knowledge, the water is fit for human consumption and the continued use of the well and water is authorized by and complies with the laws of the State of Oregon and appropriate governmental agencies. No other representations are made concerning the water supply and well except as expressly stated in this agreement. If the well provides water for domestic purposes, upon Seller's acceptance of Buyer's offer Seller will have the well tested for nitrates and total coliform bacteria and for such other matters as are required by the Oregon Health Division. Seller shall submit the test results to the Oregon Health Division and Buyer, upon receipt. Buyer may have the well water tested for quantity or quality by a qualified tester, and obtain a written report of such test or tests, showing the deficiencies (if any) in the well and the standards required to correct the deficiencies, all within _____ days (seven business days if not filled in) after Seller's acceptance of Buyer's offer. If the written report of the test made by Seller or the written report of any test made by Buyer shows deficiencies in quantity or quality of the water, then unless Seller agrees in writing to correct the deficiencies shown on the report, Buyer may terminate the rights and obligations of Seller and Buyer by delivering written notice of termination, together with a copy of the report, to Seller or the listing broker within 24 hours after the receipt by Buyer of the written test report. Seller shall have 24 hours after delivery of notice of termination, to agree in writing to correct the deficiencies shown on the report.

"AS IS": Except for Seller's express agreements and representations of Seller's knowledge on Lines 50 through 71, Buyer is purchasing the property as is, in its present condition and with all defects apparent or not apparent. Neither Seller, Realtor nor listing broker (if any) have made any representations to Buyer regarding the size, condition, utility or any other aspect of the property. Buyer recognizes that asbestos commonly exists in insulation, ceilings, floor coverings and other areas in many residential properties. Seller makes no representations regarding the presence or condition of asbestos in the property.



Earnest Money Receipt No. 92-17363	
Buyer <u>J.S.</u> initials	Date <u>4-11-92</u>
Seller <u>R/H</u> initials	Date <u>4-17-92</u>

INSPECTIONS: Buyer may, at Buyer's expense, have the condition of the property evaluated by a professional of Buyer's choice, by checking one of the following two clauses:

☐ **PEST INSPECTION:** Buyer may have the property inspected by, and a report issued by, a licensed pest control operator. In the event the report indicates the necessity for repair and correction of damage caused by infestation of wood destroying pests or organisms, Buyer may terminate all obligations of the Seller and Buyer hereunder by delivering a written notice to do so, to Seller or Realtor, together with a copy of the report, within _____ business days (seven if not filled in) from Seller's acceptance hereof, unless Seller notifies Buyer within two business days thereafter of Seller's agreement to pay for the work recommended by the report. In the event of termination Buyer's earnest money will be refunded to Buyer.

☐ **PROFESSIONAL INSPECTION:** Buyer may have the property and any element thereof and improvement thereon, inspected at Buyer's expense by a person or persons either engaged in the business of making inspections of the type of property the subject of this transaction or engaged in the business of constructing or repairing the type of system or element inspected. If Buyer obtains a written report from one or more of such inspectors indicating infestation of wood destroying pests or organisms and the necessity of repair of damage caused thereby, or indicating any other substantial defect in the property, Buyer may terminate all obligations of the Seller and Buyer hereunder by delivering written notice to do so, together with a copy of the report, to Seller or Realtor. The notice and copy of the report must be given within _____ business days (seven if not filled in) after acceptance by Seller hereof. Provided, however, Seller may notify Buyer within _____ business days (two if not filled in) after Buyer's notice, of Seller's agreement to pay for the work recommended by that report, and the obligations of the Seller and Buyer shall not be terminated. In the event of termination Buyer's earnest money will be refunded to Buyer.

☐ **BUYER'S INSPECTION:** Buyer has personally inspected the property and all elements and systems thereof. Buyer is fully satisfied and has elected NOT to have an inspection performed by anyone else.

THIS SALE WILL BE CLOSED IN ESCROW: Costs of escrow shall be shared equally between Seller and Buyer, unless Buyer is financing through Federal VA, in which case Seller shall pay escrow costs.

CLOSING: TIME IS OF THE ESSENCE. The parties shall execute and deposit with escrow all documents and funds needed to close on or before June 1, 1992. However, if Buyer has received loan approval by that date, closing will be as soon thereafter as financing documents can be prepared and marketable title delivered, but in any event, not later than (Check one only) (1) ☐ 30 days (2) ☐ _____ days from the date of written loan approval. In the event the transaction is not closed on or before the date specified, the parties' obligations under this agreement shall terminate. This transaction is "closed" when the deed or contract is recorded.

POSSESSION: Seller shall remove all personal property not sold to Buyer and deliver possession to Buyer on: (Check one only) (1) ☒ 1 days after the closing; (2) ☐ _____, 19____.

PRORATIONS: Prorates for rents, current year's taxes, interest on assumed obligations, insurance premiums (if Buyer assumes the existing policy), and other prepaid expenses attributable to the property shall be as of: (Check one only) (1) ☒ date Buyer is entitled to possess; or (2) ☐ on _____, 19____.

UTILITIES: Seller to pay all utility bills accrued to date Buyer is entitled to possession and Buyer to pay Seller for heating fuel then on premises, payment to be handled between Buyer and Seller outside of escrow.

INSURANCE: Seller to keep the property insured until closing. Insurance will be secured by Buyer at Purchaser's Choice.

ESCROW DEPOSIT: The neutral escrow depository in Oregon designated below is hereby instructed by Seller, Buyer, Realtor and the listing broker (if any) as follows: (1) Upon your receipt of a copy of Buyer's sale agreement offer marked "rejected" by Seller or of Realtor's written advice that the offer is "rejected" by Seller or of Realtor's written advice that the offer is rejected, you are to refund the earnest money to Buyer. (2) Upon your receipt of a copy of the sale agreement signed by Seller, Buyer, Realtor and the listing broker (if any), set up an escrow account and proceed with closing in accordance with the terms of the sale agreement. If you determine that the transaction cannot be closed for any reason (whether or not there is then a dispute between the parties), hold the earnest money deposit until you receive mutual written instructions from Seller, Buyer, Realtor and the listing broker (if any) as to disposition of the deposit.

TITLE INSURANCE: As a part of closing, Seller shall furnish to Buyer a title insurance policy in the amount of the purchase price showing good and marketable title. Prior to closing Seller will furnish to Buyer a preliminary title report made by a title insurance company showing the condition of the title to the property.

EARNEST MONEY PAYMENT/REFUND: If Seller does not approve the sale, or cannot furnish marketable title within thirty days after notice containing a written statement of defects is delivered to Seller, or having approved the sale, fails to consummate it, the earnest money shall be refunded, but acceptance by Buyer of the refund does not constitute a waiver of other remedies available to Buyer. If Seller approves the sale and title is marketable and Buyer has misrepresented Buyer's financial status or fails to cause Buyer's bank to honor for payment any check given as earnest money, when presented, or fails to redeem any note given as earnest money, when due, or fails to complete the purchase as herein provided, the earnest money herein receipted for and any additional earnest money paid or agreed to be paid shall be paid to Seller and this contract thereupon shall be of no further binding effect. It is the intention of the parties that under no circumstances shall Buyer be liable to Seller under the agreement beyond the amount of earnest money paid to Seller as provided herein.

BINDING EFFECT/CONSENT: This agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. If, after closing, Buyer will owe a portion of the purchase price to Seller, Buyer's rights under this agreement or in the property are not assignable without prior written consent of Seller.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT: The Foreign Investment in Real Property Tax Act ("FIRPTA"), Internal Revenue Code of 1986, as amended, § 1445, requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold from the Seller's proceeds ten percent (10%) of the gross sale price, with certain exceptions. As a part of closing, said funds to be paid to Internal Revenue Service. A "foreign person" is defined to include a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to carry out the provisions of FIRPTA.

FEDERAL VA APPRAISED VALUE CLAUSE: If this transaction is being financed through the Federal VA, the following is hereby made a part of this agreement: It is expressly agreed that, notwithstanding any other provisions of this agreement, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the purchase price or cost exceeds the Reasonable Value of the property established by the Veterans Administration. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this agreement without regard to the amount of the Reasonable Value established by the Veterans Administration.

FHA APPRAISED VALUE CLAUSE: If this transaction is being financed with an FHA insured loan, the following is hereby made a part of this agreement: It is expressly agreed that, notwithstanding any other provisions of this agreement, the Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Buyer a written statement issued by the Federal Housing Commission setting forth the appraised value of the property for mortgage purposes of not less than the purchase price which statement the Seller hereby agrees to deliver to the Buyer promptly after such appraised value statement is made available to the Seller. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this agreement without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The Buyer should satisfy himself/herself that the price and the condition of the property are acceptable.

FHA REAL ESTATE CERTIFICATION: If this transaction is being financed with an FHA insured loan, the following is hereby made a part of this agreement: Seller, Buyer/Borrower, and real estate agent(s) involved in this transaction, certify that this agreement, along with any attached addenda, is, to the best of their knowledge, the entire agreement between the parties. Any later agreement entered into by any of the parties must be fully disclosed and attached to the sales agreement.

LEVY OF ADDITIONAL PROPERTY TAXES: The property (check one) ☐ is ☒ is not specially assessed for property taxes (e.g. farm, forest or other) in a way which may result in levy of additional taxes in the future. If, as a result of Buyer's actions or this sale of the property, the property either is disqualified from special use assessment or loses its deferred property tax status, Buyer shall be responsible and shall immediately pay any deferred and/or additional taxes and interest which may be levied against the property, and shall hold Seller completely harmless therefrom. However, if as a result of the Seller's actions prior to the closing, the property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Seller shall be responsible and shall immediately pay all deferred and/or additional taxes and interest which may be levied against the property and shall hold Buyer completely harmless therefrom. Seller's obligation to pay deferred and/or additional taxes and interest hereunder shall survive closing.

THE FOLLOWING CLAUSES, IF CHECKED ("X"), ARE MADE A PART OF THIS AGREEMENT:

☐ **CLOSING/POSSESSION RENTAL:** Seller agrees to pay Buyer rent at the daily rate of \$ 100, for each day after the date of closing that Seller remains in possession of the property. Such rent shall be due at closing.

☐ **ADDITIONAL LAND SALES CONTRACT/TRUST DEED PROVISIONS:** Legal fees for contract preparation to be paid by: ☐ Seller or ☐ Buyer (indicate which). After closing date Buyer agrees to pay when due all taxes and liens placed on the property and have fire and standard extended coverage insurance satisfactory to Seller on the property. Buyer's breach of any contract/trust deed term shall entitle Seller to all rights available by contract/trust deed, in law or in equity, including the right to call the balance due and payable and to be reimbursed for all costs and reasonable attorney's fees. Unless assumed by Buyer, Seller to pay all prior indebtedness on the property when due. The Buyer has



NOTE: Fill in preprinted number from Page 1

Earnest Money Receipt No. <u>9217313</u>	
Buyer <u>J.S.</u> initials	Date <u>6-17-92</u>
Seller <u>[Signature]</u> initials	Date <u>6-17-92</u>

the option to pay any such prior indebtedness, if Seller fails to do so, and apply the amount paid against the sums due on the contract/trust deed payment.

MEDIATION/ARBITRATION IN LIEU OF LITIGATION: Seller(s), Buyer(s), Realtor(s) and all other Brokers (hereinafter collectively referred to as "Broker(s)") involved in this transaction (including a Broker's officers, employees, and agents) each agree that all claims, controversies, or disputes, whether they be statutory, contract and/or tort claims (including alleged misrepresentations, concealment, negligence, fraud and/or claims for fees or commissions) between or among Seller(s), Buyer(s) and/or Broker(s) which arise out of or are related to this agreement, or which relate to the interpretation or breach of this agreement (hereinafter collectively referred to as "Claims") shall be resolved in accordance with the mediation and arbitration procedures specified herein. The following matters are excluded from this mediation/arbitration clause and do not constitute Claims: (a) judicial or non-judicial foreclosure or any other action or proceeding to enforce a trust deed, mortgage, or land sale contract; (b) a forcible entry and detainer action; or (c) the filing or enforcement of a mechanic's lien. The filing of a notice of pending action (lis pendens) or the application to any court having jurisdiction thereof for the issuance of any provisional process remedy described in Rules 79 through 85 of the Oregon Rules of Civil Procedure (or corresponding federal statutory remedies) including a restraining order, attachment, appointment of receiver, shall not constitute a waiver of the right to mediate or arbitrate under this provision, nor shall it constitute a breach of the duty to mediate or arbitrate. The proceeds resulting from the exercise of any such remedy shall be held by the party obtaining such proceeds for disposition as may be determined by an agreement of the parties pursuant to a mediation or by the arbitration award.

MEDIATION: All Claims shall be submitted to mediation in accordance with the rules and procedures of the Homeseller/Homebuyers Dispute Resolution System.

ARBITRATION: Any Claim that has not been resolved by mediation (including a non-resolution due to the inability of the parties to agree upon a mediator) shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The obligation to arbitrate shall survive closing of this transaction.

ATTORNEY'S FEES IN ARBITRATION: The prevailing party in the arbitration shall be entitled to recover reasonable costs and attorney's fees in connection therewith, and the determination of who is the prevailing party, what are reasonable costs, and the amount of attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to all recoverable attorney's fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, that hears any exceptions made to an award submitted to it for confirmation as a judgment or that determines any application to stay arbitration or to compel arbitration with respect to a Claim (with respect to attorney's fees incurred in such court proceedings).

RECEIPT FOR EARNEST MONEY: The undersigned Realtor acknowledges receipt of earnest money (which Realtor agrees to handle as provided, below) from Buyer in the sum of \$ 500.00 evidenced by ☐ CASH, ☐ CHECK (bank/branch) _____

☒ PROMISSORY NOTE, payable on or before 30 days

EARNEST MONEY INSTRUCTIONS: Buyer instructs the undersigned Realtor: (check one) (1) ☒ To deposit the earnest money in Realtor's client's trust account or (2) ☐ Upon Seller's acceptance of offer and approval of listing broker, deposit with _____

as escrow or (3) ☐ Once funds are collected transfer earnest money from Realtor Clients Trust accounts to
REALTOR SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO THE EARNEST MONEY UPON DEPOSIT WITH THE ESCROW DESIGNATED ABOVE.

Selling Brokerage: Oregon Realty Co By (Agent Signature): Marjorie L. Zandberg

Branch Address: 10205 SE Sunnyside Rd Branch Phone: 652 2261

Main Office Address: Apple Way Main Office Phone: 247 2523

BUYER (Print Full Name(s)): John S. Shukri
HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED IN COPY HEREOF WHICH BUYER HAS FULLY READ AND UNDERSTANDS AND ACKNOWLEDGES THAT BUYER HAS NOT RECEIVED OR RELIED UPON ANY STATEMENTS MADE BY SELLER OR ANY REAL ESTATE AGENT WHICH ARE NOT HEREIN EXPRESSED. NEITHER SELLER NOR AGENT WARRANTS THE SQUARE FOOTAGE OF ANY STRUCTURE OR THE SIZE OF ANY LAND BEING PURCHASED. IF SQUARE FOOTAGE OR LAND SIZE ARE MATERIAL CONSIDERATIONS, AGENT(S) ADVISE THAT ALL STRUCTURES AND LAND SHOULD BE MEASURED BY BUYER PRIOR TO SIGNING THIS SALE AGREEMENT. BUYER UNDERSTANDS THAT ALL REAL ESTATE LICENSEES REPRESENT SELLER ONLY, UNLESS OTHERWISE STATED HEREIN.

Deed or contract to be prepared in the name of: John S. Shukri

This offer shall automatically expire 7 days after time of Buyer's signature, if not accepted within that time.

Buyer Signature: John S. Shukri Date: 4-4, 1992; 3 P.M.
Soc. Sec. No.: 541-643872

Buyer Signature: _____ Soc. Sec. No.: _____

Address: 4417 SE 115th Ave Portland Zip 97216

Phone: Home 760-7872 Her Work _____ His Work 761-9201 Father _____

PRESENTATION DATE: This proposal was presented to Seller on: Date 4-4-92 Seller's Initials: _____

☐ Seller hereby accepts the foregoing offer. Seller agrees to pay forthwith to the above-named Realtor or, if this is a co-op transaction, the listing broker, the sum of \$ 0 at closing for services rendered in this transaction. Seller hereby grants such Realtor or listing broker

a lien on the proceeds of sale to secure payment of said sum, and irrevocably assigns to such Realtor or listing broker an amount of those proceeds equal to said sum. Seller authorizes listing broker to order a title report and title insurance at Seller's expense and further authorizes them and escrow to pay out of the cash proceeds of sale the expenses of furnishing title insurance, Seller's recording fees, Seller's closing costs and any encumbrances on the property payable by Seller on or before closing. Seller is a U.S. citizen unless otherwise stated, herein (See FIRPTA clause Lines 132 through 137.) SELLER HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, WHICH SELLER HAS FULLY READ AND UNDERSTANDS. Seller acknowledges that Seller has not received or relied on any statements made by any real estate agent which is not herein expressed. In the event Buyer fails to complete the sale as herein provided, the earnest money shall be distributed as follows after deduction of any title insurance and escrow cancellations charges: (check one) ☐ To Realtor, or if this is a co-op transaction, to the listing broker, to the extent of the agreed commission just as if the transaction had been consummated, with residue to Seller; or ☒ 50% to Broker, 50% to Seller.

Date: 6-17, 1992; 9 A.M.; _____ P.M.

SELLER (Print full name(s)): Multnomah County

Seller Signature: Robert Oberst, Property Manager Soc. Sec. No.: 93-6002309

Seller Signature: _____ Soc. Sec. No.: _____

Address: 2505 SE 115th Ave Portland Zip 97201

Phone: Home _____ Her Work _____ His Work 248-3851

☐ Buyer acknowledges the foregoing agreement and acknowledges receipt of a copy thereof signed by Seller.

Date: _____, 19____; _____ A.M.; _____ P.M.

SIGNATURES: Buyer _____ Buyer _____

REJECTION / COUNTEROFFER: _____ Date: 6-17, 1992; _____ A.M.; 3 P.M.

☒ Seller does not accept the foregoing offer, but makes the attached counteroffer; OR ☐ Seller rejects Buyer's offer without a counteroffer.

SIGNATURES: Seller Robert Oberst, Property Manager Seller _____

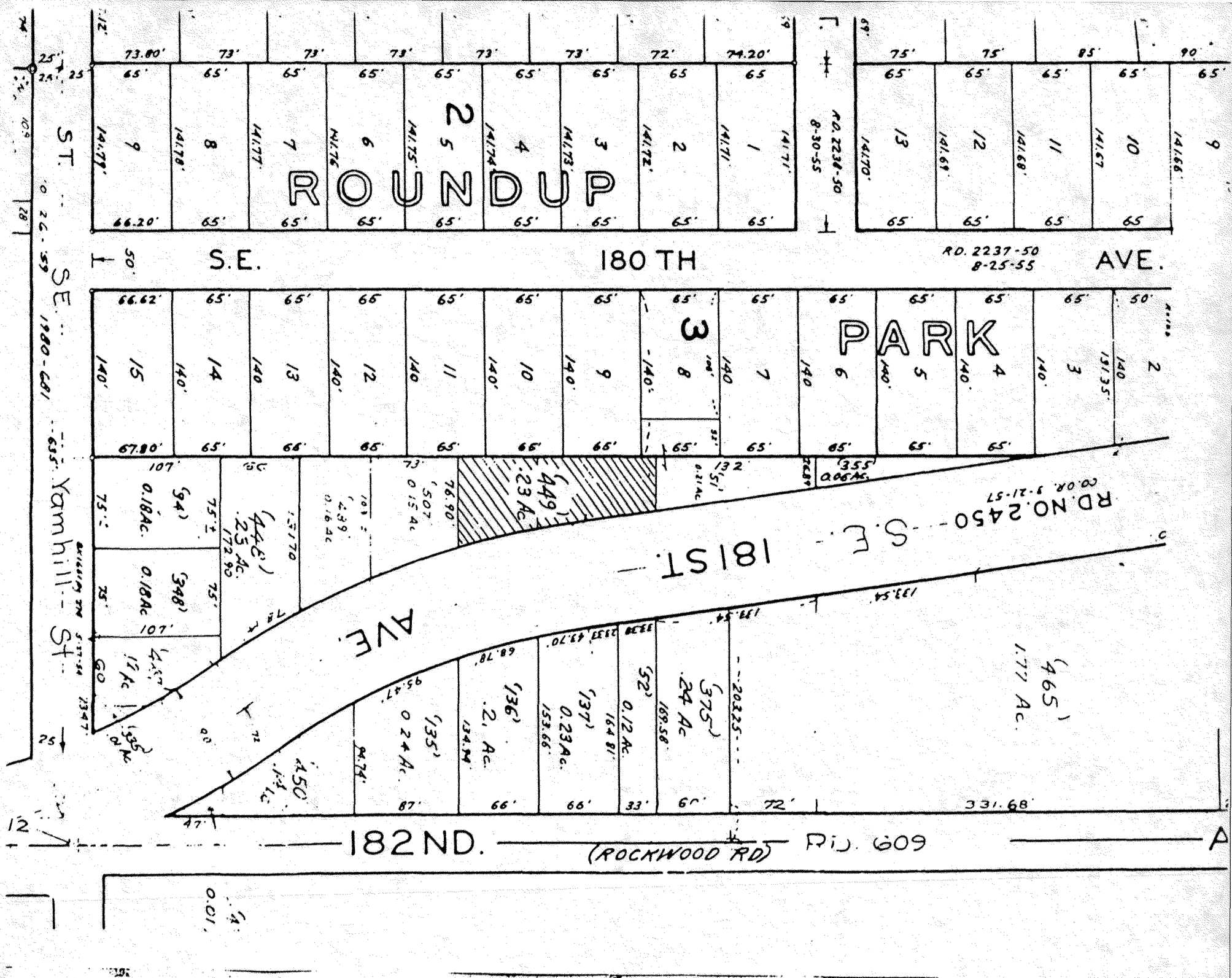
Co-op transaction between above named Realtor and _____ on basis _____ % (List Broker) / _____ % (Sell Broker).

Listing Broker initials _____ Selling Broker initials _____

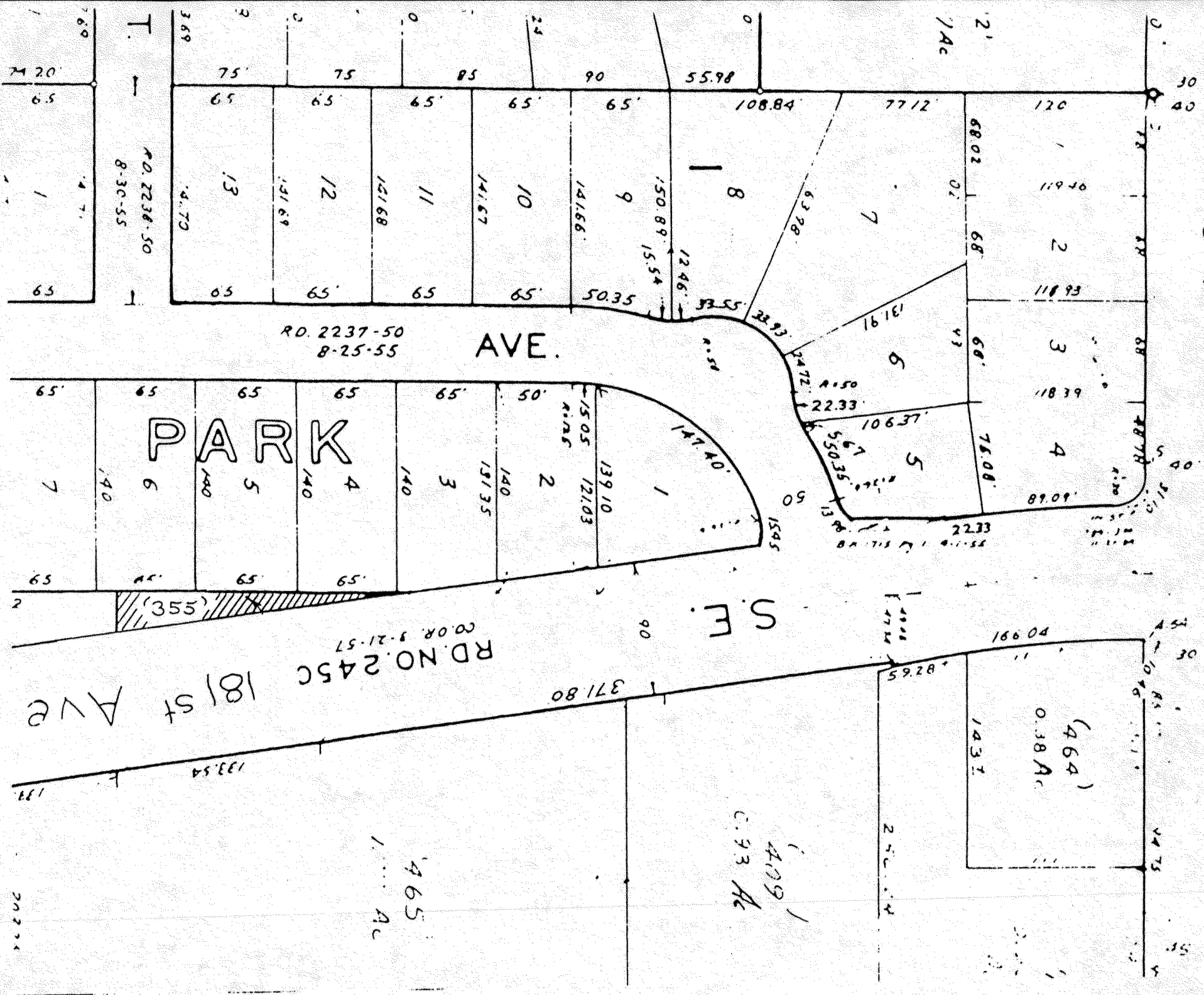


NOTE: Fill in preprinted number from Page 1

Earnest Money Receipt No. <u>9217363</u>	
Buyer <u>J.S.</u> initials	Date <u>6-17-92</u>
Seller <u>RO</u> initials	Date <u>6-17-92</u>



CLINIC



OK

BARGAIN AND SALE DEED



KNOW ALL MEN BY THESE PRESENTS, That Multnomah County

hereinafter called grantor,
for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto John Shukri
hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the
tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County
of Multnomah, State of Oregon, described as follows, to-wit:

Parcels I and II as described in Exhibits A and B attached hereto
as part of this Bargain and Sale Deed.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$5,000.00.

However, the actual consideration consists of or includes other property or value given or promised which is
the whole consideration (indicate which). (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical
changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 10th day of September, 1992;
if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by
order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE-
SCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND
USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING
THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE
PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR
COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

(If the signer of the above is a corporation,
use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Multnomah } ss.

The foregoing instrument was acknowledged before
me this September 10th, 1992, by

Sharron Kelley, Vice-Chair

Multnomah County Board of Commissioners

Carrice Anne Parkerson
Notary Public for Oregon

(SEAL)

My commission expires: 1/18/93

(ORS 194.570)

STATE OF OREGON, County of Multnomah } ss.

The foregoing instrument was acknowledged before me this

September 10th, 1992, by

Sharron Kelley, president, and by

Peter Lurup, secretary of

a corporation, on behalf of the corporation.

Notary Public for Oregon

(SEAL)

(If executed by a corporation,
affix corporate seal)

Multnomah County
2505 SE 11th Ave.
Portland, OR. 97202

GRANTOR'S NAME AND ADDRESS

John Shukri
4417 SE 115th Ave.
Portland, OR. 97266

GRANTEE'S NAME AND ADDRESS

After recording return to:

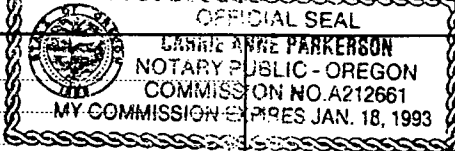
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

John Shukri
4417 SE 115th Ave.
Portland, OR. 97266

NAME, ADDRESS, ZIP

OFFICIAL SEAL



SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of Multnomah } ss.

I certify that the within instru-
ment was received for record on the
day of September, 1992,
at o'clock M., and recorded
in book/reel/volume No. on
page or as fee/file/instru-
ment/microfilm/reception No.
Record of Deeds of said county.

Witness my hand and seal of
County affixed.

NAME

TITLE

By Deputy

Exhibit A

Parcel I

A parcel of land situated in the northeast one-quarter of Section 6, T1S, R3E, W.M., Multnomah County, Oregon, described as follows:

Commencing at the southeast corner of the north one-half of the north one-half of Section 6, T1S, R3E, W.M.; thence N 0°36' W along the east line of said Section 6, 330.00 feet to the northeast corner of that tract conveyed to L. E. Purkeypile and Nancy Purkeypile, by deed recorded January 28, 1947, in Book 1140, Page 64, Deed Records of Multnomah County, Oregon; thence S 89°52'50" W along the north line of said Purkeypile tract, 254.70 feet to a point in the west line of S.E. 181st Avenue, County Road No. 2450, and the true point of beginning of this description; thence continuing S 89°52'50" W along the north line of said Purkeypile tract, 76.90 feet to a point in the east line of Block 3, ROUNDUP PARK, a recorded plat in Multnomah County, Oregon; thence N 0°36' W along said east line, 165.00 feet to the southwest corner of that tract conveyed to Loise Margarete Grimshaw, by deed recorded February 4, 1933, in Book 200, Page 107, Deed Records of Multnomah County, Oregon; thence N 89°52'50" E along the south line of said Grimshaw tract, 45.97 feet to a point in the west line of said S.E. 181st Avenue; thence S 08°49' E along said west line, 70.48 feet to a point; thence continuing along said west line on a 681.60 foot radius curve to the left, the chord of which bears S 12°55'41" E, 97.74 feet, a distance of 97.82 feet to the true point of beginning.

Containing 0.23 acres, more or less.

Exhibit B

Parcel II

A parcel of land situated in the northeast one-quarter of Section 6, T1S, R3E, W.M., Multnomah County, Oregon, being described as follows:

Commencing at the southeast corner of that tract of land conveyed to Multnomah County, by deed, recorded February 21, 1957, in Book 1830, Page 334, Deed Records of Multnomah County, Oregon, said southeast corner lying on the east right-of-way line of S.E. 181st Avenue, County Road No. 2450 (said right-of-way line lying 45.00 feet easterly, when measured at right angles, of the centerline of said S.E. 181st Avenue); thence S 89°52'50" W along the south line of said Multnomah County tract, a distance of 91.05 feet to the true point of beginning, said point of beginning lying on the west right-of-way line of said S.E. 181st Avenue (said right-of-way line lying 45.00 feet westerly, when measured at right angles, of the centerline of said S.E. 181st Avenue); thence continuing S 89°52'50" W along said south line of Multnomah County tract, a distance of 26.89 feet to the southwest corner of said Multnomah County tract, said southwest corner lying on the east line of ROUNDUP PARK, a duly recorded plat, recorded in Book 1187, Page 10, Plat Records of Multnomah County, Oregon; thence N 0°36' W along a line common to said east line of ROUNDUP PARK, and the west line of said Multnomah County tract, a distance of 185.99 feet to a point on said west right-of-way line of S.E. 181st Avenue; thence S 08°49' E along said west right-of-way line, a distance of 188.14 feet to the true point of beginning.

Containing 0.06 acres, more or less.



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD


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

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Kenneth Upton, Labor Relations Manager 
DATE: September 4, 1992
SUBJECT: Local 88 Agreement - 1992-1995

I have been informed by Local 88 that the proposed 1992-1995 Agreement has been ratified by the membership. A copy of the Agreement itself has been directed to you as part of your agenda packet for the September 10 Board meeting. The key components which are of interest from a policy perspective are:

1. TERM OF AGREEMENT

This is a three year Agreement which will be effective through June 30, 1995. This Agreement thus continues the Board's desire to implement longer term contracts. This should be helpful in a period of potential instability of financial resources and governmental structures.

2. COMPENSATION

The basic financial package is:

July 1, 1992	4% Increase. (Note: 12 classifications receive additional market or equity increases.)
April 1, 1993	3%
July 1, 1993	<u>CPI Formula</u> Minimum - 2.5% Maximum - 4%
July 1, 1994	<u>CPI Formula</u> Minimum - 2.5% Maximum - 4.5%

BOARD OF
COUNTY COMMISSIONERS
1992 SEP - 4 PM 3:59
MULTNOMAH COUNTY
OREGON

3. HEALTH AND WELFARE

The components of the restructuring of the Health and Welfare system have been the subject of extensive Board briefings. Key components are (effective July 1, 1993 unless otherwise noted):

- A. The indemnity medical plan (ODS) will move to a Preferred Provider Organization structure on a 90/70 plan.
- B. The indemnity dental and vision plans have been updated and modified.
- C. The Kaiser plans remain essentially unchanged. This unit did not shift from \$1 copay to \$5.
- D. A Domestic Partner Plan is implemented. The employee affidavit for participation requires, among other items, certification not only that there is a close personal relationship, but:
 - That the employee and domestic partner have jointly shared the same permanent residence for at least (6) months preceding the date of the affidavit; and
 - That the employee and domestic partner are jointly responsible for each other's common welfare including "basic living expenses".

We feel this affidavit is solemn enough in content that we have included a "Notice" to employees that they may wish to consult an attorney regarding legal implications of signing such an affidavit.

- E. A Long Term Disability program (90 day waiting period) will be implemented to include six months of medical coverage.
- F. Effective July 1, 1992, the retiree medical insurance package is brought in line with the exempt ordinance, except that any current employee who retires with thirty years of service prior to age 55 will be "grandpersoned" and will not have to self-pay until age 55.
- G. A variety of mutually beneficial elements are added to the plan such as:
 - Flexible Spending Accounts which can, at employee option, tax shelter medical expenses;
 - An "Opt-out" Plan which allows partial payment to an employee in cash of the premium if he or she "opts-out" of medical coverage and certifies coverage elsewhere.

- A Premium Conversion Plan which effective January 1, 1993, automatically tax shelters the part-time employee's portion of the medical and dental premiums.

4. DRUG AND ALCOHOL POLICY

The draft Drug and Alcohol Policy is implemented with respect to this bargaining unit with the following restrictions on testing:

- The basic standard for testing is "reasonable suspicion". Random testing, or periodic unscheduled testing, would not be allowed except for "Last Change Agreements";
- Procedural protections have been enhanced from prior drafts to ensure that a supervisor making a determination of reasonable suspicion shall be trained with regard to this standard and will make this determination when practicable in consultation with another exempt employee.

5. TREATMENT OF PART-TIME EMPLOYEES

This contract on balance both improves the treatment of part-time employees and makes more coherent the treatment of both part-time and full-time employees working less than forty hours. Many of these changes are of a technical nature. Of potential policy interest

A. Seniority

Part-time employees will accrue seniority on the same basis as full-time employees.

B. Step Increases

These increases will come annually rather than bi-annually, e.g.; a part-time OA 2 will now get to the top of his/her range in seven years rather than fourteen years.

C. Medical

Participation in the medical plan will be mandatory for part-time employees except for "opt-out" employees who certify medical coverage elsewhere. As a result of this contract change, the County will not have part-time employees subjected to catastrophic economic loss because they chose not to participate in a medical plan.

6. MANAGEMENT RIGHTS

The Employment Relations Board has ruled that both implementation of volunteer plans and work load changes are mandatory subjects of bargaining. These rulings have created the possibility of protracted litigation during the life of the Agreement. We have achieved language guaranteeing our rights in these areas, subject to reasonable restrictions, as follows:

A. Volunteers

"....Volunteers.

The County shall have the right to use volunteers at any time for any purpose. However, the County has no current plans for utilization of volunteers which would be adverse to employees. If at some future time a volunteer program is instituted which the Union reasonably believes may lead to employee layoffs, the County shall at Union request meet and confer concerning alternatives which would eliminate or mitigate adverse impact on employees."

B. Workload

"...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..."

7. LIBRARY

The shift of full-time library employees from a "normal" 37.5 hour work week to a 40 hour work week is guaranteed within 90 days of execution of the Agreement. The County also agrees to implement a Plan Amendment to the old LAP private pension plan, now County-sponsored, implementing the actuary's recommended solution to the equity problem created when PERS refused to honor LAP accrued sick leave in the formula for pension final average salary.

I trust the above summary is adequate to your needs. I have made available to the Clerk's Office a copy of the contract proposals revealing all changes. New language is in bold; deletions are in brackets. I am also available to brief any individual board member upon request in advance of the September 10 informal/formal Board meeting.

2045L/KU/js

c by FAX: Management Bargaining Team
District Attorney Michael Schrunk
Sheriff Robert Skipper
Department Directors
MSS Division Directors



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

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

BOARD OF
COUNTY COMMISSIONERS
SEP 9 1992
3:14 PM
MULTNOMAH COUNTY
OREGON

MEMORANDUM

TO: Board of County Commissioners

FROM: Kenneth Upton, Labor Relations Manager *KU*

DATE: September 9, 1992

SUBJECT: Final Adjustment and Costs in Excess of Across-the-Board Increases

I indicated to the Board at an executive session that the net ongoing cost of all matters outside the basic wage increase appeared to be "wobbling" between .5% and .7%. The final details of these matters are in approximate numbers:

- | | |
|---|-----------------|
| 1. <u>Cost</u> of special adjustments to several Classifications.
(Effective July 1, 1992.) | \$232,618 |
| 2. <u>Cost</u> of <u>all</u> shifts in the health and welfare program over current program.
(Effective July 1, 1993.) | 87,223 |
| 3. <u>Cost</u> of extending step increases to part-time employees on an annual rather than biannual basis. (Effective July 1, 1992.) | 51,000 |
| 4. <u>Cost</u> of unifying auto allowance provisions.
(Effective date of agreement.) | 31,000 |
| | Total \$401,841 |
| 5. <u>Savings</u>

Conversion to Twice Monthly Savings.
(Note: Effective July 1, 1993, these savings may be, in total, absorbed by programming costs.) | \$175,000 |
| 6. <u>Net Cost</u> | \$226,841 |
| 8. Net Cost % (Assuming 1% = \$720,000). | .32% |

Board of County Commissioners
September 9, 1992
Page 2

Since some of the above items are not effective immediately, the cash flow cost for the first year is approximately \$205,975. This amount was taken into account when we calculated that this contract still remains within the five percent (5%) cash flow constraint for Fiscal Year 1992-93.

If you have any questions, I will be available to respond at the September 10 session.

2050L/KU/1jd



Mike Wiley

for State Representative, District 16

Friends of Mike Wiley ★ P.O. Box 16034 ★ Portland, OR 97216-0034 ★ (503) 257-7070

Regular Meeting

R-6

9-10-92

NEWS!...NEW!...NEWS!...NEWS!...NEWS!

State Rep. candidate

Mike Wiley condemns "domestic partners" provision

Spet. 10, 1992

Statement to the Multnomah County Commissioners:

Today, concerns will properly be raised over the additional costs that the "domestic partners" provision will impose on taxpayers. There are legitimate concerns over what many of us believe is a ~~domestic~~ invitation to fraud, deceit, and abuse in this provision.

However, as important as these concerns are, they are not the real issue.

This campaign season has highlighted "traditional values" and the concern of many Americans over what they see as the undermining of the institutions of marriage and family by liberal government officials. We see no clearer justification of that concern than your proposed action today.

As the former administrator of a large multi-cultural church here in Portland, I officiated at the marriage ceremony of several couples. The decision of these men and women to be married were made only after careful and deep consideration of the commitments and responsibility involved. They participated in weeks of pre-marital counseling. They recognized that their marriage would probably result in children, with all the love, commitment and responsibility that they require. Finally they stood with their friends and loved ones and made a solemn vow before God to "love, cherish, and honor one another until death do they part."

Marriage is not simply another "lifestyle choice." It is an institution, ordained by God, that has been the basis of Western Civilization for thousands of years.

Now, in this action, you propose to place the institutions of marriage and family on the same level as any two people, of any gender, shacking up for a minimum of six months.

There cannot be any argument that this proposed provision serves to undermine marriage and will legitimize lifestyle choices that threaten the traditional family.

If you approve this provision, in the eyes of many Oregonians, you will have affirmed that you are willing to sacrifice the historic, indispensable values of our culture on the altar of political fashion.

###

Regular Meeting
9-10-92
P-6

Telephone: (503) 761-1136

September 9, 1992

Richard T. Adams, B.A., Pastor

Greater Portland Baptist Church

Mrs. Gladys McCoy, Chairman
Multnomah County Commissioners
1021 Southwest 4th Avenue
Portland, Oregon

17800 S.E. Main Street
Portland, Oregon 97233

Dear Mrs. McCoy,

It has come to my attention that the Multnomah County Employers Union #88 has moved to request the funding of a 3 1/2 Million Dollar Health Benefit package that would include homosexuals and live-in couples. It was also brought to my attention that this benefit was to be paid for out of our tax dollars provided of course, by the public.

It is one thing for the county to offer this benefit. It is quite another thing for it to be paid for by myself and the rest of the citizens of Multnomah County.

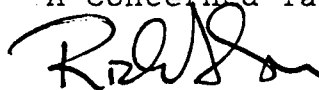
I strongly oppose this request and ask that you reject it not only on the basis of sound Christian morals but also upon the basis of honesty, political integrity, and common sense.

To use tax payers money for this is not only inappropriate but deceptive. Don't do it!

I respect your position as a political leader and as a consistent voting tax payer you can rest assured of my confidence in your opposing this move to finance these types of lifestyles at the public's expense.

If you have any questions please feel free to contact me anytime. Until then I will remain...

A Concerned Tax Payer,



Richard T. Adams, Pastor

RTA/sbh

**"Making a difference
in Portland...Jude 22"**

September 5, 1992

Multnomah County Commissioners:

I was appalled to hear that you are going to give health benefits to people living together outside of marriage, which is completely alien to our traditional moral culture. Our founding forefathers wrote most of the early constitutional documents asking for God's help, and on our money is "In God We Trust."

I think I read that 50 years ago sodomy was considered a legal crime too. What is happening to this country? Read Genesis 19 to see how God destroyed Sodom because of this. As for fornicators, Hebrews 13:4 says, "Let marriage be honored in every way and the marriage bed be kept undefiled, for God will judge fornicators and adulterers." I also suggest that you read Romans 1:18-32, which is under the subheading of "Humanity without Christ." In verse 27, "and the men gave up natural intercourse with women and burned with lust for one another. Men did shameful things with men, and thus received in their own person the penalty for their perversity." If that doesn't sound like why homosexuals are getting AIDS, I can't imagine anything else more clear. Now you want the taxpayers to fund medical benefits for people who are practicing things against their religion and against traditional moral beliefs for millenia? Do you realize that that's going to be pretty expensive since the homosexuals are in the group that are producing a good percentage of the AIDS cases?

is
When I moved to Oregon, I was told that this/God's country. Well, there's pretty scenery, but it is also the state that has the least number of people attending church; so maybe I shouldn't be surprised by your action. In the Old Testament, God blessed those who kept his laws with rain. While they are blaming the drought in Oregon on El Nino, that is also something to keep in mind. As for the lady on TV the other night discussing the scam of selling emergency kits here since hurricane Andrew, said Oregon would never have a hurricane; she may not be aware that the Columbus Day storm was technically termed a hurricane. I doubt that we have another one of those, but I keep reading about the possibility of Oregon having a major earthquake. I really haven't thought that much of a possibility, but with the action that you are taking, it occurred to me that maybe we might too. The new "loose morality" that is making inroads into this country does not bode well.

I would suggest you read Revelations, starting with Chapter 4, titled Preparation for the Day of the Lord. In Chapter 12, Mary will be the woman who crushes the dragon. She has appeared at Fatima in the early part of this century and made many predictions to the visionaries. More recently she has appeared in Medjugorje asking that people pray and fast so that people will come to God. The Beast in Revelations is the person of the Antichrist, but anyone who promotes Godlessness is also a part of that movement. From my own personal experiences, I can vouch for the fact that when you go against God, it only leads to failure. I ask that you consider what I have written and reverse what you have just done.

With prayers,

Ruth Marie Dobratz

Ruth Marie Dobratz
4898 SW Wembley Pl.
Beaverton, OR 97005

BOARD OF
COUNTY COMMISSIONERS
1992 SEP 10 AM 9:50
MULTNOMAH COUNTY
OREGON

Meeting Date: SEP 10 1992

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of Local 88 1992-95 Contract

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING Sept. 10, 1992,
(date)

DEPARTMENT NON-DEPARTMENTAL

DIVISION Labor Relations

CONTACT Ken Upton

TELEPHONE X6138 2168

PERSON(S) MAKING PRESENTATION Ken Upton

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 20 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

BRIEF SUMMARY (include statement of rationale for action requested,
as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of Local 88 1992 - 1995 contract.

BOARD OF
CLINT COUNTY
1992 AUG 27 AM 11:37
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

*Sent 7 Original Signature Pages to Ellen in Labor Relations
on 9-16-92 & Original Copy of Labor Agreement.*

Meeting Date: SEP 10 1992

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of Local 88 1992-95 Contract

AGENDA REVIEW/

BOARD BRIEFING _____ (date) REGULAR MEETING Sept. 10, 1992, (date)

DEPARTMENT NON-DEPARTMENTAL DIVISION Labor Relations

CONTACT Ken Upton TELEPHONE X6138 2168

PERSON(S) MAKING PRESENTATION Ken Upton

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 20 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of Local 88 1992 - 1995 contract.

CLERK OF
CITY COMMISSIONERS
1992 AUG 27 AM 11:37
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
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PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Kenneth Upton, Labor Relations Manager 

DATE: September 4, 1992

SUBJECT: Local 88 Agreement - 1992-1995

I have been informed by Local 88 that the proposed 1992-1995 Agreement has been ratified by the membership. A copy of the Agreement itself has been directed to you as part of your agenda packet for the September 10 Board meeting. The key components which are of interest from a policy perspective are:

1. TERM OF AGREEMENT

This is a three year Agreement which will be effective through June 30, 1995. This Agreement thus continues the Board's desire to implement longer term contracts. This should be helpful in a period of potential instability of financial resources and governmental structures.

2. COMPENSATION

The basic financial package is:

July 1, 1992	4% Increase. (Note: 12 classifications receive additional market or equity increases.)
April 1, 1993	3%
July 1, 1993	<u>CPI Formula</u> Minimum - 2.5% Maximum - 4%
July 1, 1994	<u>CPI Formula</u> Minimum - 2.5% Maximum - 4.5%

BOARD OF
COUNTY COMMISSIONERS
1992 SEP - 4 PM 3:59
MULTNOMAH COUNTY
OREGON

3. HEALTH AND WELFARE

The components of the restructuring of the Health and Welfare system have been the subject of extensive Board briefings. Key components are (effective July 1, 1993 unless otherwise noted):

- A. The indemnity medical plan (ODS) will move to a Preferred Provider Organization structure on a 90/70 plan.
- B. The indemnity dental and vision plans have been updated and modified.
- C. The Kaiser plans remain essentially unchanged. This unit did not shift from \$1 copay to \$5.
- D. A Domestic Partner Plan is implemented. The employee affidavit for participation requires, among other items, certification not only that there is a close personal relationship, but:
 - That the employee and domestic partner have jointly shared the same permanent residence for at least (6) months preceding the date of the affidavit; and
 - That the employee and domestic partner are jointly responsible for each other's common welfare including "basic living expenses".

We feel this affidavit is solemn enough in content that we have included a "Notice" to employees that they may wish to consult an attorney regarding legal implications of signing such an affidavit.

- E. A Long Term Disability program (90 day waiting period) will be implemented to include six months of medical coverage.
- F. Effective July 1, 1992, the retiree medical insurance package is brought in line with the exempt ordinance, except that any current employee who retires with thirty years of service prior to age 55 will be "grandpersoned" and will not have to self-pay until age 55.
- G. A variety of mutually beneficial elements are added to the plan such as:
 - Flexible Spending Accounts which can, at employee option, tax shelter medical expenses;
 - An "Opt-out" Plan which allows partial payment to an employee in cash of the premium if he or she "opts-out" of medical coverage and certifies coverage elsewhere.

- A Premium Conversion Plan which effective January 1, 1993, automatically tax shelters the part-time employee's portion of the medical and dental premiums.

4. DRUG AND ALCOHOL POLICY

The draft Drug and Alcohol Policy is implemented with respect to this bargaining unit with the following restrictions on testing:

- The basic standard for testing is "reasonable suspicion". Random testing, or periodic unscheduled testing, would not be allowed except for "Last Change Agreements";
- Procedural protections have been enhanced from prior drafts to ensure that a supervisor making a determination of reasonable suspicion shall be trained with regard to this standard and will make this determination when practicable in consultation with another exempt employee.

5. TREATMENT OF PART-TIME EMPLOYEES

This contract on balance both improves the treatment of part-time employees and makes more coherent the treatment of both part-time and full-time employees working less than forty hours. Many of these changes are of a technical nature. Of potential policy interest

A. Seniority

Part-time employees will accrue seniority on the same basis as full-time employees.

B. Step Increases

These increases will come annually rather than bi-annually, e.g.; a part-time OA 2 will now get to the top of his/her range in seven years rather than fourteen years.

C. Medical

Participation in the medical plan will be mandatory for part-time employees except for "opt-out" employees who certify medical coverage elsewhere. As a result of this contract change, the County will not have part-time employees subjected to catastrophic economic loss because they chose not to participate in a medical plan.

6. MANAGEMENT RIGHTS

The Employment Relations Board has ruled that both implementation of volunteer plans and work load changes are mandatory subjects of bargaining. These rulings have created the possibility of protracted litigation during the life of the Agreement. We have achieved language guaranteeing our rights in these areas, subject to reasonable restrictions, as follows:

A. Volunteers

"....Volunteers.

The County shall have the right to use volunteers at any time for any purpose. However, the County has no current plans for utilization of volunteers which would be adverse to employees. If at some future time a volunteer program is instituted which the Union reasonably believes may lead to employee layoffs, the County shall at Union request meet and confer concerning alternatives which would eliminate or mitigate adverse impact on employees."

B. Workload

"...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..."

7. LIBRARY

The shift of full-time library employees from a "normal" 37.5 hour work week to a 40 hour work week is guaranteed within 90 days of execution of the Agreement. The County also agrees to implement a Plan Amendment to the old LAP private pension plan, now County-sponsored, implementing the actuary's recommended solution to the equity problem created when PERS refused to honor LAP accrued sick leave in the formula for pension final average salary.

I trust the above summary is adequate to your needs. I have made available to the Clerk's Office a copy of the contract proposals revealing all changes. New language is in bold; deletions are in brackets. I am also available to brief any individual board member upon request in advance of the September 10 informal/formal Board meeting.

2045L/KU/js

c by FAX: Management Bargaining Team
District Attorney Michael Schrunk
Sheriff Robert Skipper
Department Directors
MSS Division Directors

1992 - 1995
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY EMPLOYEES
UNION LOCAL 88
AFSCME, AFL-CIO

Labor Relations Section
1120 SW Fifth, Suite 1400
Portland, Oregon 97204-1976

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

MULTNOMAH COUNTY EMPLOYEES UNION

LOCAL 88, AFSCME, AFL-CIO

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:

ARTICLE 2DEFINITIONS

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

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.

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

Temporary employee. Any non-permanent employee.

Probationary employee. A permanent employee serving a six (6) month 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 list certified by the Employee Services Division. Effective upon execution of this agreement, part-time employees will serve a one

calendar year probationary period. 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.

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. Nondepartmental 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.

ARTICLE 2. DEFINITIONS

ARTICLE 3RECOGNITION1. Definition of 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 except as provided in paragraph 2. below. Temporary employees may be hired to fill budgeted bargaining unit positions that are permanent vacancies for a period not to exceed 60 days unless a recruiting job announcement has been issued or unless mutually agreed by the County and Local 88 to extend.

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

c. Employees certified to another bargaining unit.

d. Supervisory, confidential, professional, and such other employees as mutually determined by the parties. 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.

Professional employees shall be defined as all professional consultants, independent auditors, and their assigned staff, medical professionals such as doctors, dentists and medical specialists, attorneys, professional engineers and all other unclassified exempt professional personnel retained by the County to provide specific expertise to the County.

e. Elected officials and their directly appointed staff.

2. Continuation of Existing Unit: Supervisory, Confidential, Professional and Others

Except for the special provision for reviewing newly created or modified classification or positions as per 1.d. above, the parties have mutually determined that as of the execution date of this agreement all supervisory, confidential, professional, and such

other excluded employees as of that date are those in classifications and/or positions so excluded as of the execution date of this Agreement. Any other challenges regarding such classifications or positions by the parties shall be in accordance with the "window period" provisions of Oregon law during FY 1994-1995.

3. Temporary List

The County shall, on a monthly basis, provide the Union a "Notice of Hiring" for the temporary employees retained setting forth the job title, rate of pay, organization, and duration of employment and such other relevant information as may be reasonably obtained from the County's personnel data base.

4. Certification of Union Officers

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

5. Certification of County Designee

The County Chair, the Sheriff, and the District Attorney will provide to the President and/or Business Agent of Local 88 written certification of current designees responsible for Local 88 contract administration.

6. Volunteers

The County shall have the right to use volunteers at any time for any purpose. However, the County has no current plans for utilization of volunteers which would be adverse to employees. If at some future time a volunteer program is instituted which the Union reasonably believes may lead to employee layoffs, the County shall at Union request meet and confer concerning alternatives which would eliminate or mitigate adverse impact on employees.

ARTICLE 4MANAGEMENT RIGHTS

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

ARTICLE 5UNION SECURITY AND CHECK OFF

1. 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.

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

a. 0.4615 of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form attached hereto as Addendum B, or if the County implements a twice monthly payroll, this proportion shall increase to 0.5 at the time of transition to such payroll.

b. Deductions shall cease the pay period following permanent appointment to a position which is excluded from the bargaining unit, upon written request of the employee.

c. A monthly service fee from any non-probationary member of the bargaining unit who has not joined the Union within thirty (30) days after completion of initial probationary status. This service fee shall be segregated by the Union and used on a pro rata basis solely to defray the cost of its services in negotiating and administering this contract.

3. The amount of monthly service fee shall be set at the amount of dues generally deducted, less any present or future service or benefit not enjoyed by non-Union members of the bargaining unit.

4. The County agrees to furnish the Union by the 10th of each month a listing of all new bargaining unit employees hired during the previous month and of all employees who terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, work location, and home address.

5. The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee

making such payment and the Union, or the employee may request that such in-lieu-of-dues payment not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Union and the County, when requested, that this has been done.

6. In-lieu-of-dues payment (service fee) shall be segregated from regular Union dues for accounting purposes.

7. Funds derived from in-lieu-of-dues payment (service fee) shall not be expended for political purposes by Local 88.

8. The Union agrees to provide a system so that any employee who objects to the expenditure of a portion of the in-lieu-of-dues payment (service fee) for ideological reasons can request and receive a rebate of such payment. Such system shall be in accordance with the International Constitution of the American Federation of State, County and Municipal Employees, AFL-CIO, in effect at the time of the execution of this Agreement.

9. Deduction of membership dues must be authorized in writing on the form attached hereto as Addendum B. The amount to be deducted shall be certified in writing to the County by the Union President. The aggregate of all deductions shall be remitted, together

ARTICLE 5. UNION SECURITY AND CHECK OFF

with an itemized statement, to the Treasurer of the Union at an address certified to the County in writing by the Union President, within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

10. 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 this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fair share) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

ARTICLE 6NO STRIKE CLAUSE

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. 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 Local Union; 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.

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 "a." or "b." above is applicable.

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.

c. Nothing in this Article shall be construed to prohibit informational picketing. Such informational picketing shall not stop and/or disrupt work of County employees and officials at any time, and picketing shall be prohibited in Multnomah County Board Rooms/Meetings, Multnomah County Justice Center and County offices.

Employees engaged in informational picketing shall be subject to work rules of the County organization to which they are assigned.

ARTICLE 7HOLIDAYS1. Holidays.a. Recognized and Observed Holidays.

The following days shall be recognized and observed as paid holidays for permanent employees (subject to Subsection b. below):

- Any day the President of the United States, and/or the Governor of Oregon, declares a holiday for all employees employed in the public sector.
- 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)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Four (4) hours on either Christmas Eve or New Year's Eve at the discretion of the employee with the consent of employee's supervisor; provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Personal Holiday. The four-hour "Eve" leave shall be prorated for part-time employees based on the fraction of a full-time position the employee normally works.

- 2 Personal Holidays
Personal holidays may be used at the discretion of the employee with the consent of his or her employer; provided, however, an employee must be employed for at least three (3) months before the first personal holiday may be used and must be employed for at least nine (9) months before the second personal holiday may be used. Personal Holiday time will be charged in accordance with the uniform time charging provisions of Article 13. In all cases, Personal Holidays must be taken by the end of each fiscal year (June 30th).

For a holiday to be deemed a recognized and 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. Permanent Part-time Employees, and Irregular Full-time Employees.

(1) Part-time Employees

Part-time employees shall be entitled to holiday leave on observed holidays for the length of the employee's scheduled shift on that date; provided, however, that the amount of the leave shall not exceed the fraction of a full-time position which is normally worked by the employee times eight (8) hours, e.g., 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 exceed the fraction of a shift to which the employee is entitled, and

the County operation to which the employee is assigned is closed for business on that date, the difference between the holiday leave granted and the length of the normal shift shall be charged against accrued and available vacation leave, personal holiday or leave without pay at the employee's option. If the length of the employee's shift on the observed holiday would be less than the fraction of a shift to which the employee is entitled, and the County operation to which the employee is assigned is closed for business on that date, then the employee shall be credited with personal holiday time for the difference.

(2) Irregular Full-time Employees

It is recognized that there are certain full-time employees who are scheduled for less than forty (40) hours per week or for days of varying length. These employees shall be treated as permanent part-time employees for purposes of this subsection.

2. Holiday Observance.

a. Five Day Work 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. Four Day Work 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 not working a four day or five day week:

The dates designated in Section 1.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 personal holiday time for the holiday time to which he or she would have been entitled.

d. Christmas Eve or New Year's Eve: If the employee works other than day shift, "Eve leave" holiday time shall be taken preceding or following the scheduled time off for Christmas or New Year's 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 Personal Holiday.

3. Holiday Pay.

a. A permanent employee required to work on an observed holiday other than a personal 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 additional Personal Holiday time subject to the provisions of Section 1. 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.

b. To be eligible for holiday pay as provided in Section 3.a. above, permanent employees must be in pay status both on the employee's scheduled work day before and on the employee's scheduled work day after the observed holiday worked.

4. Holiday During Leave.

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

5. Effective Date.

Changes in the above terms of this Article from those of the 1991-92 Agreement shall be effective as of the execution date of this Agreement.

ARTICLE 8
VACATION LEAVE

1. Accrual.

Each permanent employee is entitled and shall earn annual vacation leave credit from the first full pay period of permanent employment. However, employees are not entitled to any leave with pay until they have been employed for a period of six (6) calendar months. Effective the payroll period following execution of this Agreement, vacation credits shall be earned in accordance with the schedule in Subsections a. through d. below, which credits will be shown on the employee's check stub. However, the accrual rate of any employee adversely affected by changes made in Subsections a. through d. by this Agreement shall be red circled at the rate he or she previously enjoyed.

In Subsections a. through d. below, years are seniority years as defined in Article 21. Weeks are for general guidance only.

- a. Less than Five Years - Two Weeks Per Year Less than five (5) years of continuous service, .0385 hours per straight time hour worked or hour of paid leave, cumulative to 200 hours.

After six (6) calendar months, an employee shall be entitled to use accumulated vacation.

- b. Five Years but less than Ten Years - Three Weeks Per Year Five (5) years but less than ten (10) years of continuous service, .0577 hours per straight time hour worked or hour of paid leave, cumulative to 240 hours; and shall be entitled to use accumulated vacation.
- c. Ten Years but less than Fifteen Years - Four Weeks Per Year Ten (10) years but less than fifteen (15) years of continuous service, .0769 hours per straight time hour worked or hour of paid leave, cumulative to 320 hours; and shall be entitled to use accumulated vacation.
- d. Fifteen Years or More - Five Weeks Per Year Fifteen (15) years or more of continuous service, .0961 hours per straight time hour worked or hour of paid leave, cumulative to 400 hours; and shall be entitled to use accumulated vacation.

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

3. Employees will accrue vacation leave during a leave of absence without pay only if they worked or were on paid leave during the pay period in which the leave without pay occurred.

4. After 1,040 hours of County service, unused earned vacation time shall be paid to the employee at his

ARTICLE 8. VACATION LEAVE

or her regular rate of pay at the time of separation from service.

5. Regardless of length of County service, in the event of death of an employee, unused earned vacation time shall be paid to the employee's heirs at his or her regular rate of pay.

6. Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirement for vacation relief, employees shall have the right to determine vacation times, but in any case vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise the right of seniority only once for no more than two (2) periods of consecutive days in each calendar year.

ARTICLE 9SICK LEAVE1. Definition and Allowable Use.

Sick leave is a leave of absence with pay which may be used by employees in the event of the following non-occupational conditions involving themselves or members of their immediate household:

- a. Illness,
- b. Injury,
- c. Quarantine based on exposure to contagious disease,
- d. Dental or medical appointments.

Sick leave may also be used by employees during Parental Leave as defined by ORS 659.360, 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.

Use of sick leave for occupationally related conditions is limited to the provisions of Article 12.

2. Accrual.

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

Absence due to sickness in excess of three (3) days, must be verified by a physician's certificate at the request of the County.

3. High Sick Leave Utilization.

a. Identification.

An employee who meets any one of the following criteria may be deemed a high sick leave user:

- (1) Exhaustion of all accrued sick leave.
- (2) Use of thirty two (32) hours of sick leave in the preceding thirteen (13) pay periods, or
- (3) Use of sick leave on five (5) or more separate occasions in the preceding thirteen (13) pay periods. (For purposes of this section, consecutive or single days of sick leave use shall each constitute single occasions of use, provided, however, that days of use separated by days off for any purpose other than sick leave shall not be considered consecutive).

- (4) Except, employees who meet the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate, shall not automatically be deemed high sick leave utilizers.

b. Supervisory/Division Manager Action.

A supervisor and division manager may require of an employee identified as a high sick leave user:

- (1) Written explanation of the past pattern of high sick leave use, and/or
- (2) A written explanation for each future use while remaining in the high usage group, and such other reasonable evidence as is requested to support a finding that the use is for bona fide purposes.

c. Incentive Conversion.

Full-time employees who have worked the twelve (12) months preceding June 30 of any year, may at their option, convert accrued sick leave to personal holiday time to be taken in accordance with Article 7, Section 1.a. subject to the following schedule:

<u>Hours of sick leave used in 26 pay periods preceding June 30 of any year</u>	<u>Allowable additional Personal Holidays</u>
---	---

(1) None	3 days
(2) 0.1 - 8 hours	2 days
(3) 8.1 - 16 hours	1 day

4. Leave of Absence.

Employees will accrue sick leave during a leave of absence without pay only if they worked or were on paid leave during the pay period in which the leave without pay occurred.

5. Reporting of Sick Leave.

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

6. Use of Sick Leave During Leave.

Sick leave may not be used during the term of any leave of absence. Sick leave may not be used during vacation except when the employee notifies the supervisor of the interruption of his or her scheduled

vacation and presents reasonable evidence of a bona fide illness or injury upon returning to work.

7. Disability Insurance.

a. Short Term Disability.

Any 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.

b. Long Term Disability.

(1) Effective July 1, 1993, 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 Standard Insurance group policy #607217.

(2) Effective July 1, 1993, the County will pay for 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 3.b. of this Agreement will not be eligible for continued County-paid coverage under this Section (Section 7.b.(2)).

8. Other Sick Leave Provisions.

- a. Sick leave shall be charged in accordance with the uniform time charging provisions of Article 13.
- b. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave, personal holiday, or leave without pay at the employee's option. Leaves without pay shall be subject to the approval of management.

ARTICLE 10
OTHER LEAVES

1. Leave of Absence.

Consistent with the needs of the County, leaves of absence without pay for a period up to six (6) months will be granted by an employee's exempt supervisor for any reasonable purpose. Denial of such leave shall not be for arbitrary or capricious reasons. Extensions of leaves of absence without pay may be granted solely at the discretion of the exempt supervisor.

Except as specifically provided in Article 12 (Workers' Compensation), 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. 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.

2. Judicial Leave.

Employees shall be granted leave with full pay in lieu of jury or witness fees (less mileage) any time they are required to report for jury duty or subpoenaed as a witness to State or Federal Court during an employee's regular work shift. If an employee is excused or dismissed prior to the end of the employee's regular work shift, he or she shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the Division Director.

3. Voting Time.

Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

4. Union Business.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Personnel Rule 17.01 for a leave of absence exceeding thirty (30) days or more. Any elected official selected by the Union to participate in any other Union activity shall be granted an unpaid leave of absence at the request

of the Union not to exceed ten (10) working days per fiscal year, per official, and provided the County's labor relations office is notified not less than five (5) working days in advance of such leave.

An additional eight (8) working days of unpaid leave shall be granted upon request to any duly elected Union delegate selected to attend official AFL-CIO or other certified AFSCME activities.

5. Military Leave.

Employees who have served with the County for six (6) months or more immediately preceding an application for military leave, and who are members of the National Guard or any reserve components of the Armed Forces of the United States, are entitled to a leave of absence with pay from their duties for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any calendar year. Employees will be granted a leave of absence without pay for any additional time needed for the purpose of discharging their obligation of annual active duty for training in the military reserve or National Guard.

6. Bereavement Leave.

An employee shall be granted not more than three (3) day's leave of absence with full pay in event of

death in the immediate family or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay at the discretion of his or her supervisor for travel and personal considerations. For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, children, step-children, brother, sister, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law or brother-in-law. Immediate household shall be defined as any person residing at the employee's residence on a regular basis. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the County Chair, the appropriate elected County official or designee(s), upon request. Application for additional bereavement leave may be requested in accordance with Section 1 of this Article.

7. Personnel Examinations/Interviews.

In order to encourage and promote the further development of County employees, time off with pay for the purposes of taking County examinations and interviews during normal operating hours shall be allowed for not more than five (5) examination processes,

ARTICLE 10. OTHER LEAVES

including interviews, in a fiscal year. Such restriction shall not apply to strict promotional examinations and/or interviews within a career ladder.

8. Inclement Weather Policy.

Management reserves the right to establish policy with respect to attendance at work during inclement weather. Provided, however, any time not worked on account of inclement weather, may be, at the employee's discretion, and after notifying his or her exempt supervisor, charged to:

- a. Leave without pay
- b. Compensatory time off
- c. Personal holiday
- d. Vacation time

Employees who attempt to get to work on time but are unavoidably delayed may arrive up to two hours late without penalty.

ARTICLE 11HEALTH AND WELFARE1. Medical-Hospital.a. July 1, 1992 - June 30, 1993

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for benefits under a certified Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits including vision care comparable to medical, hospital and vision care benefits currently enjoyed by eligible employees.

It is expressly understood by all parties that benefit levels currently provided by carriers shall be maintained, and any modification to current benefit levels or components therein must be mutually agreed upon by all parties before implementing.

Coverage shall include the employee and his or her immediate family, i.e., wife/husband and eligible dependent children. Effective the month following the month of execution of this agreement, any child whose medical/dental benefits must be paid as the result of a court order shall be deemed a "dependent child" for purposes of eligibility for coverage by County Medical/Dental plans.

b. July 1, 1993

Effective July 1, 1993 the terms specified in Section 1.a. above shall apply, except that the Indemnity Medical Plan will change from the basic/major medical plan in effect June 30, 1993 to the comprehensive Preferred Provider Organization (PPO) plan administered under Amendment No. 4 to Contract No. 9400 between Multnomah County and ODS Health Plan.

2. Dental Plan.a. July 1, 1992 - June 30, 1993

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for the group dental service program offered by a certified Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits comparable to dental benefits currently enjoyed by eligible employees.

It is expressly understood by all parties that benefit levels currently provided by carriers shall be maintained, and any modification to current benefit levels or components therein must be mutually agreed upon by all parties before implementing.

Coverage shall include the employee and his or her immediate family, i.e., wife/husband and eligible dependent children. Effective the month following

the month of execution of this agreement, any child whose medical/dental benefits must be paid as the result of a court order shall be deemed a "dependent child" for purposes of eligibility for coverage by County Medical/Dental plans.

b. July 1, 1993.

Effective July 1, 1993 the terms specified in Section 2.a. shall apply, except that the Indemnity Dental Plan schedule of payment will change to the schedule in Amendment No.3 to contract No. 3600 between Multnomah County and ODS Medical Plan. The Dentacare option will simultaneously be eliminated.

3. Enhancements.

Effective July 1, 1993 the enhancements described in Subsections a. and b. below will be available to eligible employees:

a. Flexible Spending Accounts.

To the extent permitted by law Flexible Spending Accounts (FSA), 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 dated January 1, 1992. Furthermore, each non-smoking employee who enrolls between July 1, 1993

and December 31, 1993 will be given a \$45 credit to his/her account.

b. Opt-out: Cash in Lieu of Benefits.

(1) Employees who certify themselves as covered under a non-County medical/vision plan may elect to waive medical/vision benefits. Full-time employees electing waiver will receive an amount equivalent to 33% of the highest two-party medical/vision premium. Part-time employees electing waiver will receive one-half of 33% of the highest two-party medical/vision premium. Employees may waive medical/vision coverage and still elect County dental coverage if no other dental coverage is available to them. Part-time employees retaining dental coverage must pay 50% of the premium for such coverage as required under Section 5. below.

(2) If an employee who has waived County coverage through "Opt out" loses his or her non-County coverage, he or she may enroll in the County plan within thirty (30) days of losing the non-County coverage without waiting for Open Enrollment.

(3) Except as may be required to maintain conformity with the Internal Revenue Code, the County and its agents will administer the "Opt-out" plan

described in this Section (Section 3.b.) solely in accordance with the provisions of the draft plan document entitled "Multnomah County, Oregon, Cafeteria Plan" dated February 21, 1992, which was provided to the Union in the course of the bargaining process.

4. Default Enrollment.

Effective within sixty (60) days of the execution of this Agreement, new full-time employees or employees changing from part-time to full-time status who fail to submit timely application for "Opt-out" (which is effective July 1, 1993 and thereafter) or for enrollment into the medical and dental benefits plans described in Sections 1. and 2. above will be enrolled in the Indemnity medical and dental plans by default. Eligible dependents of such employees may be enrolled in the same plans if the employee submits application within 15 days of receiving notice of his or her default enrollment.

5. Part-time Employees.

a. Part-time Premium Contributions.

Part-time employees shall receive full Medical and Dental benefits upon payment of fifty percent (50%) of the monthly premium by the employee to the County. Effective January 1, 1993, employee-paid premium contributions toward the County's medical and dental plans

will be paid with pre-tax dollars through payroll deduction according to guidelines for premium conversion set forth in the Internal Revenue Code, Section 125.

b. Mandatory Enrollment of Part-time Employees.

Effective July 1, 1993 new part-time employees and employees changing from full-time to part-time status who fail to submit a timely application for "Opt-out" or for enrollment into the medical and dental benefits plans described in Sections 1. and 2. above will mandatorily be enrolled in the Indemnity Medical Plan by default. Such employees may, if allowed by IRS regulations, "opt out" under the provisions of Section 3.b. above, or they may choose to participate in the Indemnity Dental Plan and/or enroll eligible dependents in the Indemnity medical and/or dental plans by application within 15 days of receiving notice of his or her default enrollment. Also effective July 1, 1993, all part-time employees hired prior to July 1, 1993 who do not "opt out" will be mandatorily enrolled on the same basis as new employees.

c. Part-time to Full-time.

During the life of this Agreement eligible part-time employees who work full-time 100% of time for ninety (90) continuous days (522 hours), the monthly premium for Medical and Dental shall be paid in full by the County. Part-time employees shall be eligible for County-paid medical-hospital coverage and the dental plan (if applicable) on the first day of the month following appointment via status change notice to full-time permanent employment.

6. Domestic Partners.

Effective July 1, 1993, in lieu of spouse coverage an employee may enroll his or her domestic partner with whom he or she has a domestic partnership, as defined in Addendum J, and the partner's eligible dependents for coverage under Section 1. and Section 2. of this article subject to the terms set forth in the Affidavit attached hereto as Addendum J and by this reference incorporated herein. As a further precondition of coverage, all employees enrolling for new or changed coverage after the signing date of this Agreement, whether married or with a domestic partner, shall be required to complete, sign, and submit to the Employee Services Division a copy of the Affidavit attached hereto as

Addendum J. Employees whose marriage or domestic partnership terminates must complete, sign, and file with the Employee Services Division a copy of the Statement of Termination of Marriage/Domestic Partnership set forth in Addendum K of this agreement. Enrollment times and other procedures for administration of the medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees.

7. Eligibility for Medical and Dental Coverage.

Effective the execution date of this Agreement, the following terms shall apply:

Coverage under Sections 1. and 2. of this Article shall include the employee and his or her immediate family as specified in Sections 1.a. and 2.a. above or (effective July 1, 1993) the employee's domestic partner and the partner's eligible dependents as provided in Section 6. above. Coverage under Section 1. and default coverage provided for under Section 4. and Section 5.b. commences on the first of the calendar month following the calendar month in which the employee commences work following hire or rehire, unless the employee commences work on the first calendar day of the calendar month in which case coverage commences at the

time the employee commences work. Coverage under Section 2. commences on the first of the calendar month following completion of six (6) months of continuous County service following hire or rehire. After initial qualification for coverage, termination and recommencement of coverage (toward which the County contributes) shall be governed as follows:

a. Coverage at Termination.

If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteen (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the conclusion of that calendar month. If such work day falls after the fifteen (15th) of the calendar month in which the employee's County employment has terminated, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A resigns effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

b. Coverage when Going on Unpaid Leave.

If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteen (15th) day of the calendar month in the calendar month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteen (15th) day of the calendar month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled work day worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 16 and his or her unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31.)

c. Coverage Upon Return from Unpaid Leave.

If the employee is scheduled to and returns from an authorized unpaid leave of absence on or before the fifteen (15th) day of the calendar month the employee's coverage toward which the County shall make its normal contribution shall be effective on the first day of that calendar month. If the employee is scheduled to and returns from such leave without pay after the fifteenth (15th) day of the calendar month, the employee's coverage toward which the County contributes will be effective on the first day of the immediately succeeding calendar month. (Example: Employee A's unpaid leave commences July 1 and ends July 15. Employee A's coverage toward which the County contributes does not lapse. Employee B's unpaid leave commences July 1 and ends August 7. Owing to the combination of subsection b. above and this subsection, Employee B's coverage will not lapse. Employee C's unpaid leave commences July 1 and terminates August 16. Employee C's coverage toward which the County contributes lapses July 31 and recommences September 1.)

8. Life Insurance.

The County agrees to provide each employee covered by this Agreement with term life insurance in the

amount of ten thousand dollars (\$10,000). Retirees of Multnomah County who have at least ten (10) years of County service will be provided with two thousand dollars (\$2,000) term life insurance coverage during the period of time they receive pension benefits. Employees will designate their beneficiaries. Employees, at their option, may purchase from the same life insurance carrier supplemental term life insurance consistent with carrier contract(s) and upon evidence of insurability by payroll deduction with premiums varying according to age of the employee. Insured employees will be provided a certificate evidencing such insurance.

9. Successor Insurance Plans.

In the event any of the above insurance plans are no longer provided by the County, the County agrees to provide to affected employees a substitute plan of the same service delivery type, if available, at substantially the same or a better benefit level.

10. Defense and Indemnification.

The County shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act.

11. Unemployment Insurance.

The County agrees to provide unemployment insurance on all employees covered by the Agreement in accordance with applicable Oregon Law.

12. Emergency Treatment.

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

13. Social Security.

The County agrees to provide Social Security coverage to all employees covered by the Agreement.

14. Health and Welfare Labor/Management Committee.

The County and Union jointly agree to maintain a health and welfare committee composed of three members from each side for the purposes of:

- a. Sharing information regarding the County's benefit program;

b. Discussing the County's benefit education and information program; and

c. Exploring alternative benefit structures and plans to ensure advanced comprehension by both parties of such alternatives prior to any collective bargaining process.

d. The first meeting of the above Committee shall be no later than three (3) months from the execution date of this agreement and thereafter as may be mutually agreeable.

15. Return to Work Assistance for Temporary Non-Compensable Injuries.

In the event an employee is absent due to a disability not compensable under the terms of Workers' Compensation law (a physical or mental illness or injury) for a period of thirty (30) days or more, the County may require a physician's statement, arranged for by and at the County's expense, setting forth the disability, current conditions, and anticipated length of continued absence. In the event there is a dispute between the employee's physician and the County's physician concerning the medical condition of the employee, the parties will mutually request a third physician's opinion which will be

determinative. The cost of the third opinion shall be borne equally by the parties.

Based upon the physician's statement, the County and the Union will jointly review the specific circumstances surrounding the nature of the continued disability and where appropriate, recommend the employee be assigned to temporary work which is both available and suitable. Upon such recommendation, the parties agree to work in cooperation with the supervisor and the Employee Services Division to identify such available and suitable positions based upon the employee's identified limitations.

When temporary assignment is not available within the employee's limitations, it is agreed the employee's status will continue to be reviewed every thirty (30) days. Based upon the report of the County's physician, the County shall:

- a. allow the employee to be assigned temporary duties which are available and suitable based upon identified limitations;
- b. allow the employee to return to his or her previous position in a full capacity;

- c. terminate the employee if that is the most reasonable course of action.

In the event of a permanent disability, the County shall be guided in the employee's continued employment by Section 503 of the Rehabilitation Act of 1973.

16. Drug and Alcohol Policy and Procedure.

The County's Alcohol and Drug Policy and Procedure is attached hereto as Addendum L, and those matters therein which are a mandatory subject of bargaining are deemed part of this Agreement. This policy will not be changed in application to this bargaining unit for any matter which is a mandatory subject of bargaining except for changes made to conform to law, or as mutually agreed between the Union and the Labor Relations Manager, except that in response to Union concerns regarding potential abuse the following exceptions or amendments will be implemented:

- a. Employees may be subjected to random, or periodic unscheduled, testing only as a term of a last chance agreement.

- b. The Drug and Alcohol Program shall not be implemented in a Department of the County until the County has provided a supervisory training program. The County will certify in writing to the Union a list of

supervisors who have been trained in each Department. A supervisor who has not been so certified may not make the determination of "reasonable suspicion," and in such instances where an untrained supervisor has occasion to make such a determination, another certified supervisor will be required to apply the provisions of Section 16.c. below.

c. Application of the "Reasonable Suspicion" standard to any employee in this bargaining unit shall include the following additional precautions:

- (1) The supervisor shall articulate orally a summary of the specific facts which form the basis for believing that the employee is under the influence of drugs or alcohol; and
- (2) The supervisor shall provide upon request within forty eight (48) hours of the oral determination of "reasonable suspicion" a written specification of the grounds for reasonable suspicion; and

- (3) Except in field or shift circumstances which render contact difficult, no supervisor shall refer an employee for a drug or alcohol test based on "reasonable suspicion" unless the supervisor has consulted with another exempt person regarding the grounds for the suspicion.

17. Availability of Plan Documents.

Copies of reference documents cited in this Article, in Article 9, Section 1. on Parental Leave, and in Article 9, Section 7, Disability Insurance are available upon employee request to the Employee Health and Benefits Section.

ARTICLE 12WORKERS' COMPENSATION ANDSUPPLEMENTAL BENEFITS

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

2. 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. However, should the employee be transferred to another classification which he or she is qualified to perform because of the disability, seniority shall be governed in accordance with Article 21 of this Agreement. In such event the employee's status shall be governed exclusively by applicable state statutes related

to re-employment and non-discrimination. If injured during probation, the probationary period may be extended by written agreement of the Union, employee and County.

With respect to return to work of an employee fully able to perform the work of the position he or she previously held, the County shall hold that position available for the employee, if it continues to be budgeted, for a minimum of six months. If during the six month period the injured employee is reinstated and another employee occupies his or her position, that employee shall be bumped in accordance with seniority.

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

a. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits

shall be paid for no more than three hundred and twenty (320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

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

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

d. If the absence due to disability is for a period of thirty (30) days or more, the County may require a physician's statement, arranged for, by, and at the County's expense, setting forth the disability, current conditions, and anticipated length of continued absence.

4. If a Workers' Compensation claim is denied or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as Workers' Compensation time loss be paid from and charged against his or her sick leave.

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

6. Nothing in this Article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability, subject to the limitations of the Health and Welfare Article, if any, for a period of one year or such longer period as may be required by ORS 743.532.

8. The County shall continue to make retirement contributions, based upon the appropriate percentage of the gross dollar amount of supplemental benefits paid, throughout the period that the employee receives such benefits.

ARTICLE 12. WORKERS' COMPENSATION AND SUPPLEMENTAL
BENEFITS

9. If a Workers' Compensation Claim is denied and the employee files an appeal, said employee is entitled to request continued coverage under the medical/dental benefits provided under Article 11 of this Agreement for a period not to exceed six (6) months; provided, however, said employee pays the premium cost to the County as required.

10. If a denied claim is later held compensable upon appeal, the employee will be entitled to:

a. Reimbursement of any premiums paid to the County for medical/dental benefits, and

b. Any supplemental benefits not paid in accordance with Section 3 of this Article.

ARTICLE 13
GENERAL WORK PROVISIONS

1. Normal Work Day.

- a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.
- b. Full-time employees working forty (40) hours per week on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period.
- c. Full-time employees working forty (40) hours per week on a four (4) day per week work schedule shall work ten (10) hours per day excluding the meal period.

2. Work Week.

- a. Full-time Employees Working Forty (40)

Hours Per Week.

Unless waived by the Union and the Labor Relations Manager, the work week for full-time employees working forty (40) hours per week as scheduled by the County shall consist of consecutive days of the same number of consecutive hours per day with consecutive days off. The work week for such employees need not coincide with the calendar week, but may begin on any day and at any hour of the day. In no case shall the work week be for more than forty (40) hours excluding the meal period.

b. Full-time Employees Working Less Than Forty (40) Hours Per Week and Part-time Employees.

Unless waived by the Union and the Labor Relations Manager, the work week for full-time employees working less than forty (40) hours per week and part-time employees shall be as scheduled by the County and shall consist of consecutive days with consecutive hours of work which need not begin or end with the beginning or ending of the calendar week, but may begin on any day and at any hour of the day.

3. Work Schedules.

Work schedules showing shift, work days, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, and for the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) days; or unless such notice is voluntarily waived in writing by the employee with a copy mailed to the Union.

4. Rest Periods.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift, when the shift is six (6) or more hours in length, provided that a second break shall be required

only if the employee's schedule requires over two (2) hours after the last break or meal period. For eight (8) and ten (10) hour per day employees, rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever practicable. When a shift is six or fewer hours in length, work schedules shall provide for a fifteen (15) minute rest period to be scheduled by management.

Employees who, for any reason, work beyond their regular quitting time on an eight (8) hour or longer shift into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

5. Meal Periods.

a. All employees working six (6) hours or more in a shift shall be granted a lunch period of not less than thirty (30) minutes during each work day. Time off for a meal shall be permitted to any employee working an eight (8) or ten (10) hour shift who is requested to and does work two (2) hours beyond his or her regular quitting time. Whenever practicable, for an employee on an eight (8) or ten (10) hour shift, the meal period shall be scheduled in the middle of the shift.

ARTICLE 13. GENERAL WORK PROVISIONS

b. An employee, with the approval of his or her supervisor may elect to take a one (1) hour meal period in lieu of the thirty (30) minute meal period set out above provided, however, no time of such extended meal period shall be considered time worked for pay purposes.

c. Adjustments to the starting or quitting time shall be made to accommodate the extended meal period, at the discretion of the supervisor subject to the provisions of Section 3 above.

6. Clean-Up Time.

Employees occupying labor, trades or craft positions, or whenever it is essential for other employees to clean up or change clothes before being presentable upon leaving work, shall be granted not more than a fifteen (15) minute personal clean-up time prior to the end of each shift. The County shall provide the required facilities for the employee's clean-up time. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time".

7. Flextime.

a. Work Schedule.

Flextime scheduling allowing for greater flexibility in work scheduling benefiting employees and the County, may be implemented, provided

that such flextime schedules are in writing, and are agreed upon by the Union and the Labor Relations Manager. A copy of any such agreed upon schedules shall be provided to all directly affected employees.

b. Individual Flexibility Within the Work Week.

When a work schedule change is made at the request of the employee within the work week which would otherwise result in overtime compensation, the County and employee may agree to an hour-for-hour shift of work between work days during that work week to ensure that the employee receives a full week's pay. No overtime pay shall result from such shift of work time.

8. 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:

a. 0 - 7 minutes rounds to 0 hours

b. 8 - 15 minutes rounds to 1/4 hour

b. Applications

(1) Lateness

An employee who is seven (7) minutes or less late shall be paid for a full

shift. An employee who is eight (8) to fifteen (15) minutes late shall not be paid for one quarter (1/4) of an hour.

(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.

9. To the extent allowable by law, the provisions of this Article and other provisions of this Agreement constitute an express waiver of ORS 279.340 as provided by ORS 279.342 (5)(b). Copies of the above cited statutes are available upon employee request to the Labor Relations Section.

ARTICLE 13. GENERAL WORK PROVISIONS

ARTICLE 14
COMPENSATION

1. Wages.

a. July 1, 1992 and April 1, 1993

(1) General Increases

Effective July 1, 1992 the rates and ranges of employees covered by this Agreement shall be increased four percent (4.0%) and they shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum A which by this reference is incorporated herein. Effective April 1, 1993, the rates and ranges of employees covered by this Agreement shall be increased an additional three percent (3.0%). During the life of the Agreement and following notification to the Union, the Employee Services Director has the right to grant higher increases to selected classifications than are specified elsewhere in this Article, or to place classifications in higher salary ranges and place employees in such ranges in accordance with the reclassification procedure. Furthermore, with the approval of the Director of Employee Services, a supervisor may hire employees at any step above the entry step.

(2) Special Increases

Effective one minute until midnight, June 30, 1992, employees allocated to the following classifications shall be placed in the below cited pay ranges in accordance with the reclassification rule. The rates and ranges of these employees shall then be subject to the General Increases provided in Section 1.a.(1).
above:

<u>Classification</u>	<u>Steps in the New Range</u>									
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
Corrections Counselor	11.86, 12.53, 12.92, 13.72, 14.14, 14.96, 15.54, 16.17, 16.66, 17.16									
Corrections Hearings Officer	13.72, 14.14, 14.54, 14.96, 15.39, 15.82, 16.28, 16.74, 17.24, 17.76									
Dental Hygienist	15.96, 16.43, 16.93, 17.44									
Juvenile Counselor	11.86, 12.53, 12.92, 13.72, 14.14, 14.96, 15.54, 16.17, 16.66, 17.16									
Marriage and Family Counselor	14.67, 15.11, 15.54, 15.99, 16.47, 16.96, 17.47, 17.99									
Probation Officer	11.86, 12.53, 12.92, 13.72, 14.14, 14.96, 15.54, 16.17, 16.66, 17.16									
Property Appraiser/Commercial	13.25, 13.85, 14.46, 15.11, 15.56, 16.08									
Property Appraiser/Personal	13.25, 13.85, 14.46, 15.11, 15.56, 16.08									
Property Appraiser/Residential	13.25, 13.85, 14.46, 15.11, 15.56, 16.08									
Deputy Medical Examiner	12.86, 13.23, 13.57, 13.98, 14.35, 14.72, 15.15, 15.59									
Pathologist Assistant	11.53, 11.86, 12.20, 12.53, 12.92, 13.29, 13.69, 14.10									
Tax Exemption Specialist	13.94, 14.36, 14.73, 15.18, 15.63, 16.09, 16.57, 17.07									

ARTICLE 14. COMPENSATION

b. July 1, 1993(1) CPI Formula

Effective July 1, 1993 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula:

(% increase in CPI)	(%)
(National Urban Wage	)	(	increase)
(Earners and Clerical	)	=	(	in each
(Workers Index -	)	(	wage)
(March 1992 to	)	(	rate)
(March 1993)	()

The minimum adjustment shall be two and five tenths percent (2.5%).

The maximum adjustment shall be four percent (4%).

(2) Reopener

In the event that the County's estimated general fund resources in the executive budget for 1993-1994 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.b.(1) above shall not be implemented and negotiations will commence on or before April 15, 1993 for substitute terms for Article 14, Section 1.b.(1).

c. July 1, 1994
 (1) CPI Formula

Effective July 1, 1994 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula:

(% increase in CPI)	(%)
(National Urban Wage	)	(	increase)
(Earners and Clerical	)	=	(	in each
(Workers Index -	)	(	wage)
(March 1993 to	)	(	rate)
(March 1994)	()

The minimum adjustment shall be two and five tenths percent (2.5%).

The maximum adjustment shall be four and five tenths (4.5%).

(2) Reopener

In the event that the County's estimated general fund resources in the executive budget for 1994-1995 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.c.(1) above shall not be implemented and negotiations will commence on or before April 15, 1994 for substitute terms for Article 14, Section 1.c.(1).

2. Hours Worked for Pay Purpose.

The thirty (30) minute meal period set out in Article 13, Section 5.a. and b. will not be considered time worked.

ARTICLE 14. COMPENSATION

3. Pay Periods.

The wages of employees shall be paid bi-weekly on Friday of the week following the pay period. In the event the Friday payday is a holiday, the preceding day shall be the payday. A twice monthly pay period may be implemented following sixty (60) days' notice to the Union. In that event, the preceding provisions of this section (Section 3) shall not apply. If a twice monthly pay period is implemented, the pay periods shall be the 1st through the 15th of each month and the 16th through the end of each month. Employees shall be paid on the 7th and 22nd of each month. If the 7th or 22nd falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding business day.

4. Reporting Time.

Any permanent employee who is scheduled to report to work and who presents himself or herself for work as scheduled, but where work is not available the employee shall be excused from duty and paid at his or her regular rate for the hours he or she was scheduled to work.

5. Call-Out Pay.

a. Any full-time employee called back to work outside his or her regular shift on a scheduled work day, shall be paid for a minimum of two (2) hours at the

rate of time-and-one-half (1-1/2), provided that an employee required to begin his or her shift early shall not be eligible for this minimum.

b. Any part-time employee called back to work outside his or her regular shift on a scheduled work day shall be paid for a minimum of two (2) hours at either the flat time or overtime rate or a combination thereof; provided that an employee required to begin his or her shift early shall not be eligible for this minimum. Overtime shall be paid for the hours over eight in a work day.

c. Any full-time employee normally scheduled for forty (40) hours per week called to work on any day other than his or her regularly scheduled work day shall be paid for a minimum of one-half (1/2) his or her normal work shift at the appropriate overtime rate.

d. Any other employee called to work on any day other than his or her regularly scheduled work day shall be paid for a minimum of four hours at the flat time rate or at the overtime rate for hours in excess of forty (40) in the work week.

6. Overtime.

a. 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:

ARTICLE 14. COMPENSATION

(1) In excess of eight (8) hours in any work day for a five-day-a-week employee.

(2) In excess of ten (10) hours in any work day for a four-day-a-week employee.

(3) In excess of forty (40) hours in any work week.

b. All work performed on a full-time employee's scheduled second or third day of rest will be paid at the rate of two (2) times the employee's regular rate of pay, provided that an employee who has refused to work a full shift on the employee's first scheduled day of rest will be paid at the rate of one-and-one-half (1-1/2) times his or her normal rate.

c. When computing overtime, paid holidays and leaves with pay taken during the work week shall be considered as time worked.

d. Overtime work shall be distributed as equally as practicable among employees working within the same job classification within each work unit providing they have indicated in writing a desire to work overtime to their supervisor.

e. There shall be no discrimination against any employee who declines to work overtime.

ARTICLE 14. COMPENSATION

Overtime work shall be voluntary except in cases where the public health, safety and welfare may be jeopardized. An employee required to work any second successive weekend shall be compensated at the rate of two (2) times his or her normal hourly rate for the first day and two and one-half (2 1/2) times his or her normal rate for the second day.

f. Employees working unauthorized overtime may be subject to discipline.

g. Employees shall not be required to suspend work during regular hours to avoid overtime.

h. Compensatory time may be used by agreement between the County and the employee with the following limitations. Specifically, in lieu of overtime pay, an employee may elect to receive compensatory time off equal to the applicable overtime rate for each hour of overtime worked, provided:

- The maximum allowable accumulation of compensatory time off shall be eighty (80) hours.
- Compensatory time off may be used at the discretion of the employee with the supervisor's consent.

- In the event the employee terminates for any reason, accrued compensatory time shall be paid off in cash to the employee or his or her heirs.
- Flexibility during the work week made at the employee's request is not subject to this section and is solely governed by Article 13.7.b.

7. Shift Differential.

The County and the Union recognize that a work week may contain three different shifts: day, swing, and graveyard. The County agrees to pay the following shift premium pay in addition to the established wage rate:

a. An hourly premium of forty cents (40¢) to employees for all hours worked on shifts beginning between the hours of twelve (12) noon and seven (7) p.m.; or

b. An hourly premium of fifty cents (50¢) to employees for all hours worked on shifts beginning between the hours of seven (7) p.m. and six (6) a.m., provided that the employee was not called in early to a shift normally scheduled to begin after six (6) a.m.; or

c. An hourly premium of fifty cents (50¢) to employees for all hours worked in the work week while assigned to a relief shift.

d. When computing the overtime rate due an employee receiving shift differential pay, such pay must be included in the overtime rate.

e. Employees are not entitled to shift differential pay for a single shift change that is done by the request of and for the benefit of the employee.

f. Shift differentials shall continue to apply to all hours paid including sick leave or vacation hours if they occur during the employee's normally scheduled shift.

8. Relief Shift.

A relief shift occurs when an employee's work week does not contain four (4) like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four (4) graveyard shifts. Employees assigned to a relief shift schedule are exempt from the provisions of Article 13, paragraph 3; however, such employees must be given at least a twenty-four (24) hour notice of shift assignment.

9. Promotional Increase.

An employee who is promoted shall be paid at the salary step in the new salary range not less than a one step increase, or in the first step of the new range, whichever is greater; but, in no case shall the salary increase exceed the maximum step of the new salary range.

10. Working in a Higher Classification.

Whenever an employee must be replaced by another employee(s) for a period of one (1) full shift and such employee(s) assigned to perform the work is normally assigned to work in a lower classification, that employee(s) will be paid for all shifts worked at the rate assigned to the higher classification in the appropriate step according to the promotional policy outlined in Article 14 of this Agreement with maximum compensation of fifteen (15%) over his or her current hourly rate, if the employee(s) in fact performs a majority of the principal duties of the higher classification. The "current hourly rate" for purposes of this section shall include premium pay or differential pay. This payment rule shall also apply to replacement of supervisory employees, except in such instances in which the employee is formally given a written temporary appointment, in which case the Personnel

Rule governing promotions shall apply. Time spent working in a higher classification will be given credit as on-the-job training for any promotional examination.

11. Auto Allowance and Compensation.

Auto allowance and compensation shall be paid pursuant to Addendum G.

12. Deferred Compensation Plan.

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee.

13. Payments in Error and Payments in Violation of Contract.

a. Knowing Receipt

Any employee knowingly receiving unauthorized payments, or payments in error due to clerical, technical, or computer error has the obligation to call such error to the attention of his or her supervisor. Failure to do so may result in disciplinary action. Such payments are fully recoverable if the County presents the employee with a demand for repayment.

b. Unknowing Receipt

Any unauthorized payments or payments in error due to clerical, technical, or computer error are

fully recoverable if the County presents the employee with a demand for repayment within sixty (60) days of the date of the error.

c. Repayment to the County

The County will upon request make every effort to recover over payments specified in Subsections a. or b. above, by payroll deduction over a reasonable period of time as determined by the Labor Relations Manager.

d. Repayment to the Employee

In any instance where an error occurs which results in a negative impact on the employee, upon notification by the employee within sixty (60) days of the error, and verification by the payroll division, payment in correction of the error shall be provided within twenty-four (24) hours.

14. Voluntary Standby Pay

Employees on a regular work schedule may volunteer to be placed on "standby" duty beyond their regularly scheduled workday or workweek and may be assigned an answering device for standby purposes to avail themselves of the opportunity to receive additional pay. Any such employee on voluntary standby status may refuse to report if called.

15. Red Circled Employees.

For purposes of general compensation administration, as well as implementation of the Compensation and Classification ("Pay Equity") provisions of this Agreement, a RED CIRCLED EMPLOYEE shall remain at his or her current pay rate until the top step of the employee's pay range exceeds the RED CIRCLED rate at which time he or she shall be paid at the top step rate.

ARTICLE 15ANNIVERSARY STEP INCREASES

1. Permanent employees not at the maximum of their salary range shall receive a step increase on their anniversary date, i.e., upon the completion of one year of active service at the current step.

2. The anniversary date of an employee reappointed from a layoff list or returning from a leave of absence without pay that exceeds thirty (30) calendar days shall be readjusted so that the time absent shall not count.

3. Anniversary dates for employees as of January 1, 1982, shall be in accordance with the document titled, "Seniority and Anniversary Dates of Local 88 General Employees Bargaining Unit", which is incorporated as a part of this Agreement by reference, except as adjusted for time served subsequent to December 31, 1981 in accordance with the terms of this Agreement.

4. Effective July 1, 1992, anniversary dates for part-time employees shall be readjusted so that work performed during part-time status prior to July 1, 1992 will be credited and counted on a half-time basis; time

served on July 1, 1992 and thereafter in part-time status will be credited and counted on a full-time basis for anniversary step increase purposes in accordance with the seniority provisions of Article 21.

ARTICLE 16PENSIONS1. PERS Membership.

Employees shall be eligible for participation in the Oregon Public Employees' Retirement System (PERS) pursuant to ORS 237 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 237.051.

2. Sick Leave in Application to Final Average Salary (PERS).

In accordance with the terms of ORS 237.153 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.

3. PERS Pick-up.

The County shall "pick up" the employee contribution to PERS as permitted by ORS 237.075.

4. In-Lieu-of Retirement.

Each such permanent employee who elected not to participate in PERS at the time of integration shall

continue to receive from the County the amount of twelve and four/tenths percent (12.4%) of gross bi-weekly salary in lieu of employer retirement contributions. It is specifically intended that this in-lieu-of retirement contribution payment be used to build an investment/savings program for post-retirement use.

5. Corrections Counselors: Police and Fire Pension Study

During the course of the bargaining process leading to the current Agreement, it became clear that there were not only policy differences but legal and financial differences regarding the possibility or wisdom of extension of Police and Fire Pension benefits to Corrections Counselors as proposed by the Union. To deal with these technical impediments to the bargaining of this matter, and without prejudice to the County's position of resisting such an extension on its merits, the County agrees to perform a legal and financial study of this matter to be presented to the Union no later than January 1, 1995.

6. Retiree Medical Insurance

a. 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.

b. Except as otherwise provided by this section, retirees may continue to participate in the County medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

c. To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be permitted to choose between the same plans under the same conditions and at the same time as apply to members. Retirees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative procedure to the same extent and at the same time as are members.

d. The retiree shall be responsible for promptly notifying the Benefits Manager (Employee Services Division), in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

e. The following terms related to benefit payments, service, and age requirements shall also apply:

(1) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

(1) five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or

(2) ten (10) years of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or

(3) ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

(ii) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement; provided, however that employees employed on or before July 1, 1992, who are eligible for PERS regular retirement with 30 years of PERS service and twenty (20) years of County service shall be eligible for County payment of half the medical premium without waiting until age fifty-five (55).

f. Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under subsection "e" of this section.

g. Part-time service in a regular budgeted position shall be prorated as half for purposes of the service requirements under subsection "e" of this section. (For example, part-time service for two (2) months would equal one (1) month toward the applicable service requirement.)

h. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the member's medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if it is received by the County's collection agent each month at least thirty (30) days prior to the month for which the resulting coverage will

apply. The Employee Services Division shall inform the retiree at the time he or she signs up for continued medical insurance coverage of the identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

i. In the event County medical insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional costs to the County shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlay by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to 40% of premium so that net County costs will remain unchanged.)

ARTICLE 17DISCIPLINARY ACTION

1. Employees may, in good faith for cause, be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, dismissal, or any combination of the above; provided, however, that such action shall take effect only after the exempt supervisor gives written notice of the action and cause to the employee and mails written notice to the Union. This notice provision shall not apply to oral reprimands.

2. Cause shall include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, or failing to fulfill responsibilities as an employee.

3. Any permanent, non-probationary employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps I and II only of the grievance procedure set out in Article 18.

4. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to formally grieve ten (10) working days after the effective date of the disciplinary action.

5. If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

6. Nothing in this contract shall be construed to abridge any employee's constitutional or civil rights. Employees have the right to Union representation. If the employee so desires, he or she shall be afforded Union representation.

ARTICLE 18SETTLEMENT OF DISPUTES1. Grievance Procedure.

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I: After first attempting to resolve the non-disciplinary grievance informally, the employee or Union may submit a written grievance to the employee's immediate supervisor within ten (10) working days of the alleged contractual violation. Grievances related to discipline may be presented in writing to the employee's immediate supervisor any time within ten (10) working days after the effective date of the disciplinary action. If, at the time of the alleged violation, the employee or his or her representative is unaware of its occurrence, a grievance may be presented in writing within ten days of the time the employee first has knowledge or should have had knowledge of its occurrence. Employees are encouraged to discuss with their immediate supervisor all alleged contractual violations before filing written grievances. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The Section or Division Manager shall then attempt to adjust the matter and respond, in writing, to the employee or to his or her representative within five (5) working days.

Step II: If the grievance has not been answered or resolved, it may be presented by the employee or by his or her representative to the Department Director within ten (10) working days after the response is due from the Section or Division Manager. The Department Director shall respond to the employee or to his or her representative, in writing, within ten (10) working days.

Mandatory Meeting. There will be a mandatory grievance meeting at Step I or II to formally discuss each grievance filed under this Agreement. Unless mutually waived by the parties, in attendance at the meeting will be:

- The employee;
- The manager or supervisor designated by the County; and
- The steward or other Union Representative.

If the grievance is a class grievance, a representative employee shall be in attendance.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the employee or by his or her representative to the County Chair, or to his or her designee(s), within ten (10) working days after the response of the Department Director is due. The County Chair, or his or her designee(s), shall respond in writing to the employee or to his or her representative within ten (10) working days.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within ten (10) working days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon State Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of

alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The parties agree that no less than five (5) days prior to any scheduled arbitration hearing, they will mutually exchange copies of all exhibits intended to be offered at the hearing, except the work product of any attorney or authorized representative involved.

No less than five (5) days prior to the scheduled arbitration, the parties shall submit to the designated arbitrator a signed stipulation of the issue before the arbitrator. In the event the parties are unable to stipulate the issue in dispute, each party shall, not later than four (4) days prior to the scheduled arbitration, submit to the arbitrator and the other party a signed statement of the issue that party asserts is in dispute.

The arbitrator shall be requested to begin taking evidence and testimony within twenty-five (25) days after submission of the request for arbitration; and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. The arbitrator's decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the Section or Division Manager and it shall state the effective date of the award.

Expenses for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Stewards and the Processing of Grievances.

a. Employees selected or elected 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 during the life of this Agreement, shall be certified in writing to the County by the Union within thirty (30) days of the signing of the contract. Any additions or deletions to the stewards' list will be provided to the Labor Relations Manager within thirty (30) days.

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

ARTICLE 18. SETTLEMENT OF DISPUTES

investigatory interview, participate in such interview without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.

Employees meeting with their steward to process a grievance will also be permitted to do so without loss of pay during working hours. 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.

b. An assistant chief steward shall be assigned for each Department by the Union. When there is no steward assigned to the grievant's work area, the assigned assistant chief steward may be contacted and may process a grievance in accordance with Section "2.a." above.

c. Departure from the established Grievance Procedure outlined in this Article by any employee shall automatically nullify the Union's obligation to process the grievance.

ARTICLE 19
CONTRACT WORK

1. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or sub-contracting work when such was anticipated and considered as a part of the budgeting process and when the Union Business Representative and/or President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications.

2. The County agrees to meet with the Union to discuss the effect of proposed contracting out or sub-contracting prior to the presentation of the proposal to the County Chair or Board for formal action.

3. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made to open

vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Union agrees to assist the County in minimizing the impact on such affected employee(s).

4. The County further agrees to notify Local 88 Business Agent and/or President whenever the Board of County Commissioners formally contemplates entering into an Intergovernmental Agreement(s) with another public employer which would transfer employees to or from the County. The County also agrees to provide Union with a specific plan and its probable impact relative to Intergovernmental Agreements involving employee transfer when such Agreements are anticipated, at least thirty (30) days prior to formal Board consideration of budget modifications or Board's approval of the annual budget that is to be submitted to the Tax Supervising and Conservation Commission.

ARTICLE 20WORKLOAD AND STANDARDS,TRAINING, AND PERFORMANCE EVALUATION1. 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.

2. Employee Development and Training.

To further the above objectives, the parties agree that:

- a. The County may
 - (1) Develop and implement its own development and training programs;

(ii) Obtain and implement development and training programs to be conducted by person(s) other than the County.

(iii) Temporarily change an employee's work assignment for a period not to exceed ninety (90) work days, without posting, so that such employees can participate in training provided under this section.

Training assignments anticipated to exceed ninety (90) working days shall be deemed a vacancy, subject to the applicable provisions of Article 22 of this agreement.

b. Any time an employee is required 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.

c. The County shall notify the Union and post on the bulletin boards in affected sections, available employee development and training programs provided under subsection "a" of this section. Such notice shall contain a statement of the purpose and objectives of the program.

ARTICLE 20. PRODUCTIVITY, TRAINING, AND PERFORMANCE
EVALUATION

d. The County will reimburse an employee for the cost of tuition for any course of study taken on employee's own time which is directly related to the current position and will result in improved job performance. In lieu of tuition reimbursement, the County may provide time off with pay so an employee may attend courses which are directly related to the employee's current position and will result in improved job performance.

The following limitations shall apply to this subsection:

(i) All tuition reimbursement or paid time off in lieu of reimbursement shall be subject to the County's budgetary limitations and stated managerial priorities. Within managerial priorities, selection of employees will be based on reasonable job related criteria.

(ii) Employees shall apply for approval of the request or paid time off at least thirty (30) days prior to the proposed enrollment or as soon as the employee becomes aware of the training opportunity.

(iii) If approved prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course.

3. Employee Rotation Plans.

To further employee development or motivation, the County may rotate employees in the same classification between job assignments in a work unit or work units without application of the terms of Article 22, 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.

4. 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.

ARTICLE 21SENIORITY AND LAYOFF1. 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) For purposes of determining length of service prior to July 1, 1975, an interruption of employment of fourteen (14) months or less shall constitute continuous service, in addition to those individually documented cases already approved by the Board of County Commissioners, the County Chair or Labor Relations Manager.

(3) For purposes of what constitutes a break in employment after July 1, 1975, continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

c. Promotional Line: Refers to a classification series in the same occupational field in which service in the lower classification qualifies the employee for the higher classification.

d. Bumping: The displacement of the least senior regular employee by another regular employee with more seniority within the classification.

e. Equivalent Classification: Refers to matching by the Personnel Officer of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.

f. 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.

2. Seniority

a. Seniority will be determined as follows:

(1) The total length of continuous service within the affected job classification and its equivalent within the County; if a tie occurs, then

(2) Total length of continuous service within the affected department; if a tie occurs, then

(3) Total length of continuous service within the County; if a tie occurs, then

(4) It shall be broken by lot in a manner to be determined by the Employee Services Division.

b. In computing seniority for regular employees, the following factors will be taken into account:

(1) Part-time work within the same or equivalent classification will count on a half-time basis for time served prior to July 1, 1992 and on a full-time basis on July 1, 1992 and thereafter.

(2) Time spent in an abolished classification that has a current equivalent will count toward seniority in the equivalent classification.

(3) Time on authorized leave taken with pay will count.

(4) After July 1, 1975, time spent on authorized leave without pay that exceeds 30 calendar days will not count.

(5) Within the same classification, time spent in temporary employment status after December 31, 1981, shall be taken into account. Subsequent temporary time shall be taken into account in the following manner:

(a) Such time shall count toward length of service within the County and within the Department in which such time was served.

(b) For time in job classification, such time shall count toward the immediately previous classification.

(6) Time spent on layoff will not count.

(7) Time spent in a trainee capacity, e.g., PEP, WIN, CETA or other state or federal trainee programs, will not count.

(8) Time spent in classification of previous government service will count if the employee is transferred in accordance with ORS 236.610 through 236.650.

(9) Seniority shall be forfeited by discharge for cause or voluntary termination after July 1, 1975.

(10) Time spent on a probationary period that is not completed will count toward the previous class, if any.

(11) Time spent in all higher classifications and their equivalents within a promotional line shall be combined with time spent in the present classification and its equivalents to compute seniority.

(12) For purposes of determining length of service within a department, time spent in any organizational unit which became a part of the department through County reorganization and transfer shall be included.

3. Layoff Rules

a. Layoffs will be identified by classification within the affected department. Employees holding positions within the affected classifications may be subject to demotion, transfer, or layoff in inverse order of seniority.

b. Within a classification and department, temporary, probationary, and other employees who do not have classified status will be laid off before employees with classified status. Employees without status who are laid off will not be placed on layoff lists and do not have bumping rights.

c. An employee who has not completed a probationary period following promotion and is subject to layoff shall be returned to the position previously held.

A regular employee who has been given a temporary or unclassified appointment and is subject to layoff shall be entitled to exercise his or her previously accrued seniority under the guidelines of these rules.

d. Transfer to a classification with a higher maximum salary is a promotion and shall be accomplished by normal appointment procedures.

e. A regular employee who is subject to layoff may transfer to a lower classification in the same promotional line or to a classification previously held or its equivalent, provided: a) a vacancy exists, or b) if no vacancy exists, the employee has more seniority than an employee in the lower classification.

f. No employee shall have any rights over another employee working under permanent appointment in another department.

g. No employee may demote or transfer to a position unless he or she is qualified to perform the duties of that position. Employees may be denied transfer or demotion rights otherwise available under these rules only if they lack knowledge, skills or abilities required

for the position that are not easily learned on the job within the normal orientation period. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions.

h. Where options are available, filling a vacant position will take precedence over bumping another employee. Where bumping is necessary, the following guidelines will apply:

(1) If only full-time employees are allocated to the classification, the least senior employee will be bumped.

(2) If only part-time employees are allocated to the classification, the least senior employee will be bumped.

(3) If both part-time and full-time employees are allocated to the classification:

(a) A full-time employee will bump the least senior full-time employee. If the affected employee is the least senior full-time employee, he or she shall, if more senior, bump the least senior part-time employee.

(b) A part-time employee who is willing to become full-time and is more senior, shall bump the least senior full-time employee. If unwilling to

become full-time, the part-time employee shall bump the least senior part-time employee.

i. Where multiple vacancies are available and there is disagreement as to which vacancy an employee should fill, the following guidelines will apply:

(1) Vacancies in the employee's current section or organizational unit will take precedence; if none are available, then

(2) Vacancies in the employee's current division; if none are available, then

(3) The Department Director will designate the appropriate vacancy among those in the other divisions within the department.

j. Employees may transfer to a vacancy in another department under the provisions of the Personnel Rules, Rule 15, Transfer and/or ARTICLE 22, SHIFT AND WORK ASSIGNMENT.

4. Layoff List/Demotion in Lieu of Layoff

a. Employees, and their bargaining agents, who may be subject to layoff or demotion in lieu of layoff shall be notified in writing at least fifteen calendar days prior to such action. The notice shall state the reason for the action and shall further state that the action does not reflect discredit on the employee.

b. Employees who are subject to layoff and are offered transfer and/or demotion options will indicate their preference within three working days of receipt of notice of the options. Failure to do so will be deemed an agreement to accept layoff.

c. Names of employees who are laid off or demoted in lieu of layoff will be placed on the layoff list, according to seniority, for the classification(s) held during the bumping and layoff process and any lower classification(s) in the promotional line.

d. Employees who accept lateral transfers or elect to retire will not be placed on layoff lists. Employees who accept a demotion in lieu of layoff will be placed on the layoff list for the classification(s) from which they demoted.

e. Upon demotion in lieu of layoff, non-exempt employees will receive the rate of pay in the lower salary range that causes the least reduction in salary. No demoted non-exempt employee shall receive an increase in pay. The employee's anniversary date for salary increases will be the date of demotion.

f. Employees are entitled to have their names remain on a layoff list for twenty-four months from the date of layoff or demotion in lieu of layoff. Employees will be removed from the layoff list only under the following circumstances:

- (1) Upon written request of the employee; or
- (2) Upon election to take retirement status; or
- (3) Upon acceptance of permanent reappointment from the layoff list; or
- (4) Upon declining an offer of permanent reappointment; or
- (5) Upon failure to receive a response to a certified letter sent to the employee's last known address within fourteen days of its having been mailed.

5. Reappointment

a. Employees on a layoff 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. Eligibles on a layoff list shall be offered appointment to vacancies, in order of seniority, except in the following cases:

(1) The employee lacks a specific skill or knowledge required for the position that is not easily learned on the job within the normal orientation period. 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 layoff list for certification to other vacancies during his or her term of eligibility.

(2) Failure to select 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.

b. Upon reappointment from a layoff list, a non-exempt employee shall receive the rate of pay in effect at the time of reappointment for the step the employee was on when demoted or laid off, except that no reappointed non-exempt employee shall be reduced in pay. The anniversary date of a reappointed non-exempt will be adjusted so that the time spent on layoff or in a lower level classification will not count.

6. Seniority Application

a. The above terms for determination of seniority shall apply not only to layoff, but also to other situations in which seniority is applied.

b. For purposes of vacation bidding, the employee's original date of hire with the County pursuant to Section "2. b." of this Article, shall be used to determine vacation selection in accordance to Article 8, Section 6.

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.

e. Employees may protest their seniority calculation for time served subsequent to November 30, 1990, through the grievance procedure outlined in this Agreement only if their seniority date materially and adversely impacts them. However, the "materially and adversely" standard shall not apply to new lists showing seniority within the County and seniority within classification which shall be provided to the Union and posted on all Union bulletin boards on or about November 15

and April 15 of each fiscal year, beginning in FY 92-93. Employees may protest their seniority calculation on any new list through the grievance procedure, provided that they file at Step 3 a formal written grievance within thirty (30) days of the date the list is posted. If no grievance is filed within that time, the seniority calculation is deemed correct. With the April 15, 1993 posting and thereafter, a grievance may be filed only with respect to seniority accrued since the prior list. Seniority calculations for time served prior to December 1, 1990, is not subject to the grievance procedure.

f. Calculation of seniority for time served prior to December 1, 1990, shall be in accordance with the document given to the Union on April 2, 1992, with hand written corrections noted, which is a "Seniority List (adjusted through and including November 30, 1990)" and which was shared during the bargaining process. This list is incorporated as a part of this Agreement by reference with those further corrections mutually agreed to as part of the bargaining process as specified in Section 9 below. The computation of seniority for time served subsequent to November 30, 1990, shall be in accordance with this Article, specifically as interpreted by the County in its preparation of the November 30, 1990

ARTICLE 21. SENIORITY AND LAYOFF

list. However, effective the execution date of this agreement the rule involving the application of temporary time to employees permanently appointed on or after the execution date of this agreement shall be as follows:.

(1) All continuous, contiguous service prior to the time of permanent appointment in a position which has been classified or formally labeled the same as the classification to which the employee is appointed shall count.

(2) All continuous, contiguous time served as a "Temporary Worker" shall count if it is substantially the same as the classification to which the employee is permanently appointed. The determination of whether the duties were "substantially the same" must be a reasonable one on the part of the County.

(3) No other temporary time shall count. The determinations specified in (1) and (2) above shall be communicated by the Employee Services Division to the employee within sixty (60) days of the date of permanent appointment. The employee shall have ten (10) working days from receipt of this determination to mail an appeal. If no appeal is received, the determination shall stand.

7. Seniority of and Bumping by Exempt Employees

The only exempt 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 General Employees Bargaining Unit, or in a classification which subsequently became part of this unit. Only time served in Classified exempt and nonexempt status shall apply for bumping purposes. Notwithstanding rules which may have applied in the past, this rule shall also govern employees in the Department of Library Services.

8. 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 in lieu of layoff or demotion is placed in a classification not previously held or outside his or her promotional line shall be subject to a trial service period of three months to demonstrate his or her ability to perform or fulfill the requirements of the new

classification. Any employee who in the opinion of the County is unsuccessful during this three month trial service period will be removed from their new classification and placed on the appropriate layoff list. Such an employee shall continue to be eligible for placement under the provisions of this section as long as alternative employment opportunities are being explored by management for affected employees.

9. Settlement of Grievances

The parties recognize that there were a number of seniority grievances outstanding as of the execution date of this Agreement. All such seniority grievances are deemed settled on a without prejudice or precedent basis except as may be specified in the terms of this Agreement in accordance with the terms and conditions specified in a letter from Multnomah County to the Union dated August 25, 1992, Subject: Terms and Conditions of Settlement.

ARTICLE 22SHIFT AND WORK ASSIGNMENT1. 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;
- d. When an employee is on unpaid leave that will exceed thirty (30) working days.

2. Shift/Work Assignment.

Whenever there is more than one shift or work assignment within the same job classification within a work unit, 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. If the work assignment is permanent, 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. If the work assignment is temporary, the vacancy may be filled on the basis of seniority, expressions of preference or by other job-related criteria established by management. For purposes of the assignment to vacancies detailed above, a temporary vacancy shall be a work assignment which is determined by management to be for a duration of not longer than six (6) months. At the conclusion of such temporary work assignment, an affected employee shall be returned to the work assignment from which he or she came.

d. 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 the work unit. Involuntary changes in shift assignment shall require ten (10) working days' advance written notice to the affected employee.

e. When a new work assignment with substantially different duties is created, it shall be posted for ten (10) calendar days to permit employees to indicate their preference for the assignment.

f. When disputes arise about what constitutes a work assignment or work unit in Section 2, above, the parties agree to meet and confer to resolve the dispute pursuant to Article 24, Section 7.

3. Transfers.

Following the work assignment process within a Department, when the Employee Services Division receives a request to fill a position in a classification, if the classification is utilized elsewhere in the County, the three most senior employees in the same classification who are qualified for and interested in the specific position shall be interviewed for the vacancy, provided they have requested consideration for a transfer as required under Personnel Rule 15.

4. Trial Periods.

Upon appointment to a new permanent work assignment, including transfers, the employee will serve a trial period of ninety (90) working days to demonstrate his or her ability to fulfill the requirements of the

assignment. If the employee does not satisfactorily fulfill the requirements of the assignment, such employee will be returned to his or her previous work assignment. Such determination of satisfactory performance within the ninety (90) day trial period will be made by management.

5. List of Work Units.

In order to assist the Union in enforcing the terms of the Agreement both in this Article as well as in others, the County will provide no later than April 1 of each fiscal year a comprehensive listing of all work units within the County by Department.

ARTICLE 23GENERAL PERSONNEL PROCEDURES1. Personnel Rules.

Future changes to the Personnel Rules will be submitted to the Union for review and recommendation prior to their adoption.

2. Reclassification.

a. The County shall maintain a procedure for employees to initiate reclassification reviews. Employee-initiated requests for reclassification shall be forwarded by the employee's supervisor to the Employee Services Division within fifteen (15) days and the Employee Services Division shall respond to the employee within forty-five (45) additional days. A photocopy of all reclassification requests within the bargaining unit shall be sent to the Union upon receipt of such requests by the Employee Services Division.

b. Disputes about the appropriateness of reclassification of employees by management or denial of employee initiated requests for reclassification may be appealed at Step III of the grievance procedure set forth in Article 18 of this Agreement.

c. If in such cases, Step V of the grievance procedure is reached, the arbitrator shall be limited to deciding if the employee's principal duties fall within the classification to which he or she is allocated by the County. In the event evidence leads the arbitrator to conclude the grievant's principal duties do not properly fall within the classification to which he or she is allocated, the arbitrator shall direct the County to reallocate the grievant to another appropriate existing classification. If no such classification exists, the arbitrator shall direct the County to establish an appropriate new classification. The arbitrator shall have no authority to modify a classification or establish a new classification.

3. Wage Rates for New Classifications.

a. When any classification not listed in Addendum A is established, or when an existing classification is substantially revised, the County will:

- (1) Subject the new classification or the substantially revised classification to the same point evaluation as is provided for in the consultant's response to RFP

#8PO395. The point results of such an evaluation may be subject to arbitral review by the Union before the Permanent Classification Arbitrator. The point evaluation shall be affirmed by the arbitrator unless the arbitrator determines that the points allocated were not reasonably related to the available data given the point system utilized. In such event the Arbitrator may, as appropriate:

- (a.) Order more information to be obtained or re-analysis to be performed prior to the County designating a new point value; or
- (b.) Based exclusively on the accepted system, designate a point value based on the record of hearing.

- (2) The top of the pay range established by the County for any new classification shall be no more than 12.28% above the Policy Pay Line (1.1228 PPL) or below (0.8772 PPL) the top rate which would have resulted from application of the pay policy line to the new classification, as adjusted by pay raises subsequent to the original pay line, pursuant to the points resulting from "(1)" above and the technical rules.
- (3) Within the specific restrictions provided in "(2)" above, referred to by the parties as the "Zone of Equity," the County shall establish a wage rate for any new or substantially revised classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications in Addendum A.

(4) The County may, at its discretion, establish a range higher than that which would be contractually mandated by "(1)" - "(3)" above, and which would be over the range resulting from the restrictions of the "Zone of Equity," in instances in which the Employee Services Division, based on substantial evidence, deems such higher rate to be required by the market to attract and retain the desired quality of workforce in a particular classification.

b. Upon setting a wage range for the new classification, the County shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the County's notice, notify the County's designee for labor relations of its desire to enter into discussions concerning the wage range for the new classification.

c. In the event the parties are unable to agree upon a reasonable wage range, the dispute will be resolved through Step IV of the grievance procedure in Article 18 of this Agreement. The arbitrator in such cases shall be limited to:

(1) Affirming that the range established by the County satisfies the criteria set forth in paragraph "a." of this section, or

(2) Specifying the parameters within which a range would satisfy the criteria. The arbitrator's decision shall be final and binding and shall be retroactive to the effective date established in the County's notice as provided in paragraph "b." of this section.

4. Permanent Arbitrator.

Owing to the expertise required in development and maintenance of comprehensive classification and pay systems, the parties agree to maintain William H. Dorsey as arbitrator for disputes arising under Sections 2. and 3. of this Article. The parties will select and notify a qualified alternate arbitrator who shall serve if Mr. Dorsey is absent or unable to serve.

5. Consolidation, Merger, Acquisition of Positions.

a. The County and the Union recognize the provisions of ORS 236.610 through 236.650 in the event an employee of the County is transferred to another public employer as defined under ORS 236.610(2) for reason of merger, consolidation or cooperation agreement.

b. All employees acquired by the County as a result of merger, consolidation, cooperation agreement, or acquisition of a facility, shall be entitled to all rights and benefits granted employees under this agreement and ORS 236.610 through 236.650.

6. Personnel Records and Information.

a. An employee or his or her representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative shall be given a copy of any materials in the employee's personnel file.

b. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

c. Except as provided below, an employee may request and have removed from his or her personnel file any letter of reprimand more than two (2) years old.

d. All derogatory material resulting in disciplinary action which are four (4) years old or more shall be removed from the employee's personnel file and destroyed.

e. For purposes of this section, "personnel file" shall refer to the formal file of personnel documents maintained by the Employee Services Division and/or by the employee's department or division.

ARTICLE 24
GENERAL PROVISIONS

1. No Discrimination.

a. General. 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, or political affiliation. 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. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

b. Union Related. The County and Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or any County representative against any employee because of Union membership or employee activity in an official capacity on behalf of the Union, or for any other cause related to participation in the Union.

2. 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 persons of a certain national origin.

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 that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

3. Bulletin Boards.

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

4. Visits by Union Representatives.

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

5. Rules.

a. All future work rules shall be subject to discussion with the Union before becoming effective.

b. Within sixty (60) days of the signing of this Agreement, the County will provide sufficient copies to the Union to allow distribution to each member of the bargaining unit.

c. The County will provide new employees a copy of the Agreement and applicable rules at time of hire.

d. The County agrees to furnish each affected employee in the bargaining unit with a copy of all changes to work rules within thirty (30) days after they become effective.

e. Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure beginning at Step III.

f. Except in emergencies, all future work rules shall be posted on bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

6. Changes in Existing Conditions.

a. For the purpose of this Agreement, the term, "existing working conditions," means practices which have been:

(1) consistent;

(2) clearly acted upon; and

(3) readily ascertainable over a

reasonable period of time as mutually accepted by the parties.

b. Existing working conditions shall be changed only after the Union has been afforded opportunity to make suggestions and shall not be for arbitrary or capricious reasons. The County shall post changes in existing working conditions prominently on all bulletin boards for a period of not less than fourteen (14) calendar days before the changes are to be effective.

c. Disputes regarding the change of existing working conditions shall be resolved through the grievance procedure beginning at Step III.

d. No payment of monies made in error, or not authorized by proper authority, shall be considered an existing condition. Such payments shall be governed by Article 14, Section 13.

e. Conditions relative to and governing working conditions of a particular nature are contained in Addenda D through K to this Agreement, which are attached and by this reference made a part hereof as though fully set forth herein.

7. Employee Relations Committee Meetings.

To promote harmonious relations and to provide internal communications, the Union and the County will maintain an Employee Relations Committee consisting of six (6) representatives from each party. The Committee will establish regular quarterly meetings during normal working hours and will so schedule such meetings as far as practical to avoid disruptions and interruptions of work. Employees attending such meetings shall do so without loss of pay. The Committee shall discuss any matters pertinent to maintaining good employer-employee relationships.

8. Contract Negotiations.

a. The Union's Negotiating Team shall consist of not more than nine (9) members, eight (8) of whom may be employees. County employees participating in such negotiations will be allowed to do so without loss of pay.

b. 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.

c. Resource people may be called upon to make statements and answer questions at the negotiating meetings, but will not be permitted to be present after their statement and any questions are concluded. Such attendance for the Union by a bargaining unit employee shall be on the employee's own time.

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

9. Uniforms and Protective Clothing.

If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing, or protective

device shall be furnished by the County; the cost of initial tailoring and repair of the uniform or protective clothing, or device shall be paid by the County, in accordance with the current practice.

All heavy equipment operators, when required to service heavy equipment on the job, shall be provided coveralls laundered as needed by the County. Employees who are working under such conditions as to make protective rubber boots necessary shall be provided with those boots by the County. Coveralls or smocks will be provided in other jobs in accordance with existing practices.

10. Loss of Personal Property.

Employees who suffer a loss of personal property on County premises shall be provided a claims form by the Risk Management Division upon request. Premises, for this purposes, are defined as County facilities and vehicles. The Risk Management Division shall provide the requesting employee with a determination in writing by the County of the legal liability the County may have in the matter. The County will pay claims for which it determines it has legal liability.

Personal vehicles are expressly excluded from this provision. Loss or damage to employees' personal vehicles are the sole responsibility of the employee.

ARTICLE 25SAVINGS CLAUSE AND FUNDING1. 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.

2. 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.

ARTICLE 26
ENTIRE AGREEMENT

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.

ARTICLE 27TERMINATION

This Agreement shall be effective as of the First day of July, 1992, unless otherwise provided herein, and shall remain in full force and effect through the 30th day of June, 1995, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, 1995, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set
their hands this 10th day of September, 1992.

MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88, AFSCME,
AFL-CIO

MULTNOMAH COUNTY, OREGON
CHAIR

BY Joseph J. Turkumian
President

BY Madyn McCarty
County Chair

BY Paula P. [unclear]
Vice President

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

BY Deleene Collins
Secretary

BY Sharon Kelly
Commissioner

BY Louise Hurst
Treasurer

BY By [unclear]
Commissioner

BY Pauline Anderson
Commissioner

BY [unclear]
Commissioner

BY Gay Blacker
Auditor

BY Jim Smith
Jim Smith
Council Representative
AFSCME Council 75

BY Michael S. [unclear]
District Attorney

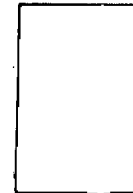
BY Bob Skipper
Sheriff

NEGOTIATED BY:

Kenneth Upton
Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

REVIEWED:

Laurence Kressel
Laurence Kressel
County Counsel
Multnomah County, Oregon



ADDENDUM A
CLASSIFICATIONS INCLUDED IN THE
BARGAINING UNIT

Classifications included in the bargaining unit are listed in job class order on the following "Salary Ranges - General Employees Bargaining Unit". Excluded positions within a listed classifications are as follows:

Office Assistant 1	Employees assigned to Employee
Office Assistant 2	Services, Payroll, or Labor
	Relations.
Fiscal Specialist 1, and	Payroll positions.
Fiscal Specialist 2	
Administrative Secretary	Each Department Director's
	Secretary.
Legal Secretary	County Counsel
Word Processing Operator	Positions assigned to the word
	processing center for the Labor
	Relations Section.

This listing does not preclude the inclusion or exclusion of positions during the term of the Agreement in accordance with the provisions of Article 3.

Explanatory Remarks:
Listing of "Salary Ranges -
General Employees
Bargaining Unit"

It is understood between the parties that the attached listing is a good faith effort at a comprehensive listing of all classifications and salary ranges in effect August 25, 1992, to which modifications for special classification adjustments have been made in accordance with Article 14, Section 1.a.(2), and to which a 4% increase has been calculated as per Article 14. Section 1.a.(1). This listing and calculations are subject to correction if errors in inclusion, exclusion or calculation are discovered. "Lead" notations do not refer to a classification and are calculations of a premium percentage payment in addition to the base classification rates and ranges in accordance with Addendum D.

SALARY RANGES - GENERAL EMPLOYEES BARGAINING UNIT

REPORT DATE 08/27/92

SORTED BY JOB TITLE

JOB CLASS NUMBER	FEDERAL CODE	JOB TITLE	BARGAINING UNIT	PAY 1	STEPS 2	3	4	5	6	7	8	9	10
6005	05	ADMINISTRATIVE SECRETARY	0088	11.03	11.37	11.70	12.06	12.42	12.79	.00	.00	.00	.00
6288	02	ALCOHOL/DRUG EVAL SPEC/LEAD *	0088	12.95	13.68	14.11	14.98	15.45	16.34	16.97	17.66	.00	.00
6291	02	ALCOHOL/DRUG EVALUATION SPEC	0088	12.33	13.03	13.44	14.27	14.71	15.56	16.16	16.82	.00	.00
6065	09	ANIMAL CARE TECHNICIAN	0088	9.68	9.93	10.19	10.51	10.87	11.20	.00	.00	.00	.00
6064	09	ANIMAL CARE TECHNICIAN/LEAD *	0088	10.65	10.92	11.21	11.56	11.96	12.32	.00	.00	.00	.00
6069	09	ANIMAL CONTROL AIDE	0088	8.58	8.80	9.05	9.32	9.57	9.85	.00	.00	.00	.00
6072	05	ANIMAL CONTROL DISPATCHER	0088	9.52	9.82	10.11	10.41	10.71	11.04	.00	.00	.00	.00
6068	13	ANIMAL CONTROL FIELD SUPR	0088	12.17	12.53	12.91	13.30	13.70	14.10	.00	.00	.00	.00
6071	05	ANIMAL CONTROL OFFICE ASST	0088	8.64	8.92	9.14	9.41	9.68	9.94	10.23	10.52	.00	.00
6067	13	ANIMAL CONTROL OFFICER	0088	11.59	11.93	12.29	12.66	13.04	13.44	.00	.00	.00	.00
6063	13	ANIMAL CONTROL OFFICER/LEAD *	0088	12.17	12.53	12.90	13.29	13.69	14.11	.00	.00	.00	.00
6066	14	ANIMAL HEALTH TECHNICIAN	0088	10.51	10.87	11.20	11.55	11.86	12.19	.00	.00	.00	.00
6043	03	APPRAISAL SPECIALIST	0088	11.59	11.93	12.29	12.66	13.04	13.44	.00	.00	.00	.00
6046	06	ARBORIST	0088	11.79	12.14	12.48	12.85	13.24	13.62	.00	.00	.00	.00
6011	02	ASBESTOS PROJECT SPECIALIST	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00
6133	06	BLACKSMITH	0088	14.59	14.99	15.37	.00	.00	.00	.00	.00	.00	.00
6181	06	BODY AND FENDER MECHANIC	0088	14.59	14.99	15.37	.00	.00	.00	.00	.00	.00	.00
6060	06	BRIDGE MAINTENANCE MECHANIC	0088	14.59	14.99	15.37	.00	.00	.00	.00	.00	.00	.00
6059	09	BRIDGE OPERATOR	0088	9.38	9.62	9.90	10.20	10.52	10.85	.00	.00	.00	.00
6147	06	CARPENTER	0088	14.83	.00	.00	.00	.00	.00	.00	.00	.00	.00
6148	06	CARPENTER/LEAD *	0088	15.54	.00	.00	.00	.00	.00	.00	.00	.00	.00
6149	06	CARPENTER/LOCKSMITH	0088	14.83	.00	.00	.00	.00	.00	.00	.00	.00	.00
6082	03	CARTOGRAPHER	0088	12.43	12.80	13.16	13.56	13.93	14.33	14.77	15.23	.00	.00
6299	14	CASE MANAGEMENT ASSISTANT	0088	8.64	8.92	9.14	9.41	9.68	9.94	10.23	10.52	.00	.00
6298	14	CASE MANAGER 1	0088	9.88	10.16	10.43	10.73	11.07	11.37	11.69	12.05	12.41	.00
6297	02	CASE MANAGER 2	0088	12.78	13.16	13.56	13.97	14.38	14.81	.00	.00	.00	.00
6296	02	CASE MANAGER/SENIOR	0088	13.43	13.82	14.24	14.66	15.11	15.55	.00	.00	.00	.00
6093	06	CHEMICAL APPLICATOR OPERATOR	0088	11.79	12.14	12.48	12.85	13.24	13.62	.00	.00	.00	.00
6343	14	CHILD DEVELOPMENT SPECIALIST	0088	11.59	11.93	12.29	12.66	13.04	13.44	.00	.00	.00	.00
6259	14	CIVIL DEPUTY	0088	11.79	12.14	12.48	12.85	13.24	13.62	.00	.00	.00	.00
6260	14	CIVIL DEPUTY/LEAD *	0088	12.73	13.11	13.48	13.88	14.30	14.71	.00	.00	.00	.00
6235	02	CIVIL ENGINEER/ASSISTANT	0088	16.41	16.89	17.40	17.89	18.41	18.98	.00	.00	.00	.00
6236	02	CIVIL ENGINEER/ASSOCIATE	0088	17.59	18.09	18.60	19.13	19.73	20.33	.00	.00	.00	.00
6003	05	CLERICAL UNIT SUPERVISOR	0088	11.59	11.93	12.29	12.66	13.04	13.44	.00	.00	.00	.00
6081	02	COMMUNITY DEVELOPMENT SPEC	0088	13.69	14.07	14.50	14.93	15.32	15.79	.00	.00	.00	.00
6013	14	COMMUNITY INFORMATION SPEC	0088	11.59	11.93	12.29	12.66	13.04	13.44	.00	.00	.00	.00
6367	02	COMMUNITY LIAISON SPECIALIST	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00
6287	14	COMMUNITY SER PLACE SPEC/LEAD*	0088	12.17	12.53	12.90	13.29	13.69	14.11	.00	.00	.00	.00
6255	14	COMMUNITY SERVICE OFFICER	0088	12.17	12.53	12.91	13.30	13.70	14.10	.00	.00	.00	.00
6269	14	COMMUNITY SERVICE PLACE SPEC	0088	11.59	11.93	12.29	12.66	13.04	13.44	.00	.00	.00	.00
6267	14	COMMUNITY WORKS LEADER	0088	11.33	11.65	11.99	12.34	12.73	13.08	.00	.00	.00	.00
6041	03	COMPUTER SYSTEMS OPERATOR	0088	12.69	13.03	13.38	13.90	14.32	14.76	15.15	15.61	.00	.00
7226	03	COMPUTER TECHNICIAN/LIBRARY	0088	9.08	9.35	9.63	9.92	10.22	10.52	.00	.00	.00	.00
6017	02	CONSTRUCTION PROJECTS SPEC	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00
6016	02	CONSTRUCTION PROJECTS SPEC/SR	0088	15.16	15.62	16.09	16.57	17.07	17.58	.00	.00	.00	.00
6010	14	CONSTRUCTION PROJECTS TECH	0088	11.33	11.65	11.99	12.34	12.73	13.08	.00	.00	.00	.00
6268	02	CORRECTIONS COUNSELOR	0088	12.33	13.03	13.44	14.27	14.71	15.56	16.16	16.82	17.33	17.85
6270	02	CORRECTIONS COUNSELOR/LEAD *	0088	13.17	13.92	14.35	15.24	15.71	16.62	17.26	17.96	18.51	19.06
6264	02	CORRECTIONS HEARINGS OFFICER	0088	14.27	14.71	15.12	15.56	16.01	16.45	16.93	17.41	17.93	18.47

REPORT DATE 08/27/92

SORTED BY JOB TITLE

JOB CLASS	FEDERAL	JOB TITLE	BARGAINING	PAY	STEPS	3	4	5	6	7	8	9	10
NUMBER	CODE		UNIT	1	2								
6266	14	CORRECTIONS TECHNICIAN	0088	10.51	10.83	11.15	11.49	11.84	12.18	.00	.00	.00	.00
6265	14	CORRECTIONS TECHNICIAN/LEAD *	0088	11.22	11.57	11.91	12.27	12.65	13.01	.00	.00	.00	.00
6114	09	CUSTODIAN	0088	8.91	9.42	9.96	.00	.00	.00	.00	.00	.00	.00
6115	09	CUSTODIAN/LEAD *	0088	9.52	10.06	10.64	.00	.00	.00	.00	.00	.00	.00
6249	14	D A INVESTIGATOR	0088	13.90	14.50	15.01	15.61	16.21	16.86	.00	.00	.00	.00
6073	14	DATA ANALYST	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00
6007	05	DATA ENTRY OPERATOR	0088	8.96	9.25	9.46	9.73	10.00	10.28	10.57	10.85	.00	.00
6008	05	DATA PROCESSING CLERK	0088	8.64	8.92	9.14	9.41	9.68	9.94	10.23	10.52	.00	.00
6014	14	DATA PROCESSING SPECIALIST 1	0088	12.05	12.43	12.78	13.15	13.55	13.96	.00	.00	.00	.00
6023	02	DATA PROCESSING SPECIALIST 2	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00
6074	14	DATA TECHNICIAN	0088	11.33	11.65	11.99	12.34	12.73	13.08	.00	.00	.00	.00
6346	03	DENTAL ASSISTANT/LEAD *	0088	8.99	9.28	9.51	9.79	10.07	10.34	10.64	10.94	.00	.00
6347	03	DENTAL ASSISTANT/RECEPTIONIST	0088	8.64	8.92	9.14	9.41	9.68	9.94	10.23	10.52	.00	.00
6348	03	DENTAL HYGIENIST	0088	16.60	17.09	17.61	18.14	.00	.00	.00	.00	.00	.00
6282	03	DEPUTY MEDICAL EXAMINER	0088	13.37	13.76	14.11	14.54	14.92	15.31	15.76	16.21	.00	.00
6292	02	DEPUTY PUBLIC GUARDIAN	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00
6124	09	DRIVER	0088	9.51	9.73	10.02	10.30	10.60	.00	.00	.00	.00	.00
6126	09	DRIVER/LEAD *	0088	9.99	10.22	10.52	10.82	11.13	.00	.00	.00	.00	.00
6015	14	ELECTIONS COORDINATOR	0088	12.27	12.64	12.96	13.37	13.77	14.20	.00	.00	.00	.00
6118	14	ELECTIONS MATERIALS COORD	0088	11.11	11.45	11.78	12.11	12.45	12.80	.00	.00	.00	.00
6117	14	ELECTIONS PROJECTS ASSISTANT	0088	9.53	9.82	10.11	10.41	10.72	11.06	.00	.00	.00	.00
6108	14	ELECTIONS SPECIALIST	0088	11.59	11.93	12.29	12.66	13.04	13.44	.00	.00	.00	.00
6300	14	ELIGIBILITY SPECIALIST	0088	9.88	10.16	10.43	10.73	11.07	11.37	11.69	12.05	12.41	.00
6301	14	ELIGIBILITY SPECIALIST/LEAD*	0088	10.37	10.67	10.95	11.27	11.62	11.94	12.27	12.65	13.03	.00
6230	03	ENGINEER TECHNICIAN/AIDE	0088	11.94	12.27	12.64	12.90	13.37	13.77	.00	.00	.00	.00
6231	03	ENGINEER TECHNICIAN/ASSISTANT	0088	12.96	13.37	13.77	14.15	14.54	14.97	.00	.00	.00	.00
6232	03	ENGINEER TECHNICIAN/ASSOCIATE	0088	13.89	14.34	14.82	15.31	15.80	16.34	.00	.00	.00	.00
6234	03	ENGINEER TECHNICIAN/PRINCIPAL	0088	17.59	18.09	18.60	19.13	19.73	20.33	.00	.00	.00	.00
6233	03	ENGINEER TECHNICIAN/SENIOR	0088	16.41	16.89	17.40	17.89	18.41	18.98	.00	.00	.00	.00
6180	06	EQUIPMENT MECHANIC 1	0088	11.36	11.69	12.04	12.41	12.78	13.16	.00	.00	.00	.00
6182	06	EQUIPMENT MECHANIC 2	0088	14.59	14.99	15.37	.00	.00	.00	.00	.00	.00	.00
6183	06	EQUIPMENT MECHANIC 2/LEAD *	0088	16.05	16.49	16.91	.00	.00	.00	.00	.00	.00	.00
6161	09	EXPO OPERATIONS WORKER	0088	9.68	10.02	10.41	10.67	10.98	11.33	11.63	.00	.00	.00
6094	09	FACILITIES MAINTENANCE WORKER	0088	9.68	10.02	10.41	10.67	10.98	11.33	11.63	.00	.00	.00
6257	13	FACILITY SECURITY OFF/LEAD *	0088	10.67	11.00	11.33	11.66	12.01	12.39	.00	.00	.00	.00
6258	13	FACILITY SECURITY OFFICER	0088	9.53	9.82	10.12	10.41	10.72	11.06	.00	.00	.00	.00
6028	05	FISCAL ASSISTANT	0088	8.64	8.92	9.14	9.41	9.68	9.94	10.23	10.52	.00	.00
6027	05	FISCAL ASSISTANT/SENIOR	0088	10.51	10.83	11.15	11.49	11.84	12.18	.00	.00	.00	.00
6029	14	FISCAL SPECIALIST 1	0088	11.59	11.93	12.29	12.66	13.04	13.44	.00	.00	.00	.00
6030	02	FISCAL SPECIALIST 2	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00
6125	09	GARAGE ATTENDANT	0088	8.84	9.38	9.92	.00	.00	.00	.00	.00	.00	.00
6047	06	GARDENER	0088	10.86	11.14	11.48	11.79	12.14	12.50	.00	.00	.00	.00
6048	06	GARDENER/SENIOR	0088	11.79	12.14	12.48	12.85	13.24	13.62	.00	.00	.00	.00
7207	02	GRAPHIC ARTIST	0088	11.82	12.18	12.54	12.92	13.31	13.71	.00	.00	.00	.00
6294	14	HEALTH ASSISTANT	0088	8.64	8.92	9.14	9.41	9.68	9.94	10.23	10.52	11.05	.00
6289	14	HEALTH ASSISTANT/LEAD *	0088	9.07	9.37	9.60	9.88	10.16	10.44	10.75	11.05	11.60	.00
6352	02	HEALTH EDUCATOR	0088	14.08	14.51	14.94	15.40	15.86	16.34	.00	.00	.00	.00
6037	14	HEALTH INFO SPEC 2/LEAD *	0088	11.90	12.23	12.59	12.96	13.37	13.73	.00	.00	.00	.00
6351	14	HEALTH INFO SPEC/SR/LEAD *	0088	13.03	13.42	13.84	14.24	14.67	15.11	.00	.00	.00	.00

REPORT DATE 08/27/92

SORTED BY JOB TITLE

JOB CLASS NUMBER	FEDERAL CODE	JOB TITLE	BARGAINING UNIT	PAY 1	STEPS 2	3	4	5	6	7	8	9	10
6019	14	HEALTH INFORMATION SPEC 1	0088	9.90	10.16	10.46	10.77	11.07	11.39	.00	.00	.00	.00
6018	14	HEALTH INFORMATION SPEC 2	0088	11.33	11.65	11.99	12.34	12.73	13.08	.00	.00	.00	.00
6024	14	HEALTH INFORMATION SPEC/SENIOR	0088	12.41	12.78	13.18	13.56	13.97	14.39	.00	.00	.00	.00
6177	06	HEAVY EQUIPMENT OPERATOR	0088	14.59	14.99	15.37	.00	.00	.00	.00	.00	.00	.00
6083	02	HOUSING DEVELOPMENT SPECIALIST	0088	14.79	15.32	15.86	16.41	16.98	17.58	.00	.00	.00	.00
6079	02	HOUSING REHABILITATION SPEC	0088	14.99	15.42	15.85	16.35	16.82	17.31	.00	.00	.00	.00
6280	14	INVESTIGATIVE TECHNICIAN	0088	11.03	11.37	11.70	12.06	12.42	12.79	.00	.00	.00	.00
6262	09	JAIL STEWARD	0088	11.79	12.14	12.48	12.85	13.25	13.67	.00	.00	.00	.00
6261	09	JAIL STEWARD/LEAD *	0088	12.58	12.95	13.32	13.71	14.14	14.59	.00	.00	.00	.00
6272	02	JUVENILE COUNSELOR	0088	12.33	13.03	13.44	14.27	14.71	15.56	16.16	16.82	17.33	17.85
6271	02	JUVENILE COUNSELOR/LEAD *	0088	13.17	13.92	14.35	15.24	15.71	16.62	17.26	17.96	18.51	19.06
6275	14	JUVENILE EDUCATION COORDINATOR	0088	11.59	11.93	12.29	12.66	13.04	13.44	.00	.00	.00	.00
6332	14	LABORATORY ASSISTANT	0088	8.24	8.49	8.74	9.00	9.27	9.56	.00	.00	.00	.00
6335	02	LABORATORY SPECIALIST	0088	14.08	14.51	14.94	15.40	15.86	16.34	.00	.00	.00	.00
6333	03	LABORATORY TECHNICIAN	0088	10.51	10.83	11.15	11.49	11.84	12.18	.00	.00	.00	.00
6246	14	LEGAL ASSISTANT	0088	11.29	11.60	11.91	12.30	12.65	12.97	.00	.00	.00	.00
6243	14	LEGAL ASSISTANT/LEAD *	0088	12.42	12.76	13.10	13.53	13.92	14.27	.00	.00	.00	.00
6006	05	LEGAL SECRETARY	0088	10.23	10.52	10.83	11.13	11.43	11.77	.00	.00	.00	.00
7221	02	LIBRARIAN 1	0088	13.69	14.09	.00	.00	.00	.00	.00	.00	.00	.00
7222	02	LIBRARIAN 2	0088	15.09	15.54	16.01	16.48	16.98	17.49	.00	.00	.00	.00
7211	14	LIBRARY ASSISTANT	0088	11.26	11.60	11.95	12.30	12.68	13.05	.00	.00	.00	.00
7212	14	LIBRARY ASSISTANT/SENIOR	0088	12.42	12.78	13.17	13.56	13.97	14.39	.00	.00	.00	.00
7201	05	LIBRARY CLERK 1	0088	7.55	7.98	8.44	.00	.00	.00	.00	.00	.00	.00
7202	05	LIBRARY CLERK 2	0088	8.64	8.92	9.14	9.41	9.68	9.94	10.23	10.52	.00	.00
7229	09	LIBRARY DELIVERY DRIVER	0088	9.58	9.87	10.16	10.46	10.77	11.10	.00	.00	.00	.00
7225	09	LIBRARY MATERIALS PROC/LEAD *	0088	8.65	8.90	9.17	9.45	9.73	10.02	.00	.00	.00	.00
7224	09	LIBRARY MATERIALS PROCESSOR	0088	7.79	8.02	8.26	8.51	8.77	9.03	.00	.00	.00	.00
7223	02	LIBRARY OUTREACH SPECIALIST	0088	14.37	14.80	15.25	15.70	16.17	16.66	.00	.00	.00	.00
7203	09	LIBRARY PAGE	0088	7.28	7.50	7.73	7.96	8.20	8.44	.00	.00	.00	.00
7204	09	LIBRARY PAGE/SENIOR	0088	8.01	8.25	8.50	8.76	9.02	9.29	.00	.00	.00	.00
6070	13	LICENSE COMPLIANCE OFFICER	0088	9.68	9.93	10.19	10.51	10.87	11.20	.00	.00	.00	.00
7205	05	MAIL CLERK	0088	7.55	7.98	8.44	.00	.00	.00	.00	.00	.00	.00
6096	09	MAINTENANCE CREW LEADER	0088	11.99	12.33	12.69	13.03	13.44	13.82	.00	.00	.00	.00
6092	09	MAINTENANCE WORKER	0088	10.02	10.41	10.67	10.98	11.33	11.63	11.97	.00	.00	.00
6369	02	MARRIAGE AND FAMILY COUNSELOR	0088	15.26	15.71	16.16	16.63	17.13	17.64	18.17	18.71	.00	.00
6256	14	MCSO PERSONNEL ANALYST	0088	11.59	11.93	12.29	12.66	13.04	13.44	.00	.00	.00	.00
6321	14	MEDICAL RECORDS TECHNICIAN	0088	11.03	11.37	11.70	12.06	12.42	12.79	.00	.00	.00	.00
6009	05	MEDICAL SERVICES CLERK	0088	10.51	10.83	11.15	11.49	11.84	12.18	.00	.00	.00	.00
6365	02	MENTAL HEALTH CONSULTANT	0088	14.79	15.24	15.69	16.16	16.65	17.15	.00	.00	.00	.00
6366	02	MENTAL HEALTH CONSULTANT/LEAD*	0088	15.53	16.00	16.47	16.97	17.48	18.01	.00	.00	.00	.00
6359	13	NUISANCE ENFORCEMENT OFFICER	0088	12.78	13.16	13.56	13.97	14.38	14.81	.00	.00	.00	.00
6340	02	NUTRITIONIST	0088	14.08	14.51	14.94	15.40	15.86	16.34	.00	.00	.00	.00
6341	02	NUTRITIONIST/LEAD *	0088	14.78	15.24	15.69	16.17	16.65	17.16	.00	.00	.00	.00
6000	05	OFFICE ASSISTANT 1	0088	7.55	7.98	8.44	.00	.00	.00	.00	.00	.00	.00
6001	05	OFFICE ASSISTANT 2	0088	8.64	8.92	9.14	9.41	9.68	9.94	10.23	10.52	.00	.00
6002	05	OFFICE ASSISTANT/SENIOR	0088	10.51	10.83	11.15	11.49	11.84	12.18	.00	.00	.00	.00
7206	09	OUTREACH DRIVER	0088	9.57	9.86	10.15	10.46	10.77	11.10	.00	.00	.00	.00
6052	09	PARK RANGER	0088	11.14	11.48	11.79	12.14	12.48	12.84	.00	.00	.00	.00
6286	14	PATHOLOGIST ASSISTANT	0088	11.99	12.33	12.69	13.03	13.44	13.82	14.24	14.66	.00	.00

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SORTED BY JOB TITLE

JOB CLASS	FEDERAL	JOB TITLE	BARGAINING	PAY	STEPS	3	4	5	6	7	8	9	10
NUMBER	CODE		UNIT	1	2								
6119	14	PHARMACY TECHNICIAN	0088	10.00	10.32	10.62	10.94	11.27	11.61	.00	.00	.00	.00
6075	02	PLANNER	0088	14.19	14.56	14.99	15.42	15.85	16.35	16.82	17.31	.00	.00
6078	02	PLANNER/SENIOR	0088	16.82	17.27	17.78	18.29	18.83	19.38	.00	.00	.00	.00
7209	02	PRINTING PRODUCTION SPECIALIST	0088	12.42	12.78	13.17	13.56	13.97	14.39	.00	.00	.00	.00
7230	09	PRINTSHOP ASSISTANT	0088	9.08	9.35	9.63	9.92	10.22	10.52	.00	.00	.00	.00
6276	02	PROBATION/PAROLE OFFICER	0088	12.33	13.03	13.44	14.27	14.71	15.56	16.16	16.82	17.33	17.85
6281	02	PROBATION/PAROLE OFFICER/LEAD*	0088	13.17	13.92	14.35	15.24	15.71	16.62	17.26	17.96	18.51	19.06
6022	14	PROGRAM COORDINATOR	0088	12.78	13.16	13.56	13.97	14.38	14.81	.00	.00	.00	.00
6021	02	PROGRAM DEVELOPMENT SPEC	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00
6026	02	PROGRAM DEVELOPMENT SPEC/LEAD*	0088	14.37	14.77	15.23	15.68	16.09	16.58	17.07	17.57	.00	.00
6020	14	PROGRAM DEVELOPMENT TECH	0088	11.33	11.65	11.99	12.34	12.73	13.08	.00	.00	.00	.00
6368	02	PROGRAM EVALUATION SPECIALIST	0088	14.79	15.32	15.86	16.41	16.98	17.58	.00	.00	.00	.00
6033	03	PROGRAMMER ANALYST 1	0088	12.78	13.14	13.51	13.90	14.32	14.76	.00	.00	.00	.00
6035	03	PROGRAMMER ANALYST 2	0088	14.75	15.15	15.63	16.04	16.50	17.04	.00	.00	.00	.00
6034	03	PROGRAMMER ANALYST SR/LEAD *	0088	17.33	17.89	18.42	18.91	19.51	20.10	.00	.00	.00	.00
6031	03	PROGRAMMER ANALYST/SENIOR	0088	16.50	17.04	17.54	18.01	18.58	19.14	.00	.00	.00	.00
6051	03	PROPERTY APPRAISER TECHNICIAN	0088	11.33	11.65	11.99	12.34	12.73	13.08	.00	.00	.00	.00
6044	03	PROPERTY APPRAISER TRAINEE	0088	11.33	11.91	.00	.00	.00	.00	.00	.00	.00	.00
6049	03	PROPERTY APPRAISER/COMMERCIAL	0088	13.78	14.40	15.04	15.71	16.18	16.72	.00	.00	.00	.00
6050	03	PROPERTY APPRAISER/PERSONAL	0088	13.78	14.40	15.04	15.71	16.18	16.72	.00	.00	.00	.00
6042	03	PROPERTY APPRAISER/RESIDENTIAL	0088	13.78	14.40	15.04	15.71	16.18	16.72	.00	.00	.00	.00
6113	14	PROPERTY MANAGEMENT SPECIALIST	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00
7208	02	PUBLICATION SPECIALIST	0088	11.82	12.18	12.54	12.92	13.31	13.71	.00	.00	.00	.00
6112	14	PURCHASING SPECIALIST 1	0088	11.33	11.65	11.99	12.34	12.73	13.08	.00	.00	.00	.00
6111	02	PURCHASING SPECIALIST 2	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00
6116	14	RECORDS ADMINISTRATION ASST	0088	10.51	10.83	11.15	11.49	11.82	12.18	.00	.00	.00	.00
6211	03	RIGHT OF WAY PERMITS/CHIEF	0088	16.11	16.58	17.08	17.59	18.09	18.62	.00	.00	.00	.00
6356	02	SANITARIAN	0088	14.08	14.51	14.94	15.40	15.86	16.34	.00	.00	.00	.00
6357	02	SANITARIAN/CHIEF	0088	15.53	16.00	16.47	16.96	17.47	18.01	.00	.00	.00	.00
6358	02	SANITARIAN/LEAD *	0088	14.78	15.24	15.69	16.17	16.65	17.16	.00	.00	.00	.00
6245	09	SEWING SPECIALIST	0088	8.24	8.49	8.74	9.00	9.27	9.56	.00	.00	.00	.00
6278	05	SHERIFFS OPERATIONS TECH SUPR	0088	11.59	11.93	12.29	12.66	13.04	13.44	.00	.00	.00	.00
6277	05	SHERIFFS OPERATIONS TECH TRAIN	0088	9.06	.00	.00	.00	.00	.00	.00	.00	.00	.00
6279	05	SHERIFFS OPERATIONS TECHNICIAN	0088	9.52	9.82	10.11	10.41	10.71	11.04	.00	.00	.00	.00
6295	02	SOCIAL WORKER	0088	15.53	16.00	16.47	16.96	17.47	18.01	.00	.00	.00	.00
7227	09	STACK SERVICES ASSISTANT	0088	10.00	10.31	10.62	10.94	11.26	11.61	.00	.00	.00	.00
6098	06	STRIPER OPERATOR	0088	11.79	12.14	12.48	12.85	13.24	13.62	.00	.00	.00	.00
6250	14	SUPPORT ENFORCEMENT AGENT	0088	11.59	11.95	12.30	12.67	13.04	13.44	.00	.00	.00	.00
6248	05	SUPPORT ENFORCEMENT TECHNICIAN	0088	11.03	11.37	11.70	12.06	12.42	12.79	.00	.00	.00	.00
6091	03	SURVEY SPECIALIST	0088	16.41	16.89	17.40	17.89	18.41	18.98	.00	.00	.00	.00
6038	03	SYSTEMS PROGRAMMER	0088	18.92	19.49	20.05	20.60	21.26	21.92	.00	.00	.00	.00
6036	03	SYSTEMS PROGRAMMER/LEAD *	0088	19.87	20.46	21.05	21.63	22.32	23.02	.00	.00	.00	.00
6025	14	TAX COLLECTION SPECIALIST	0088	11.58	11.94	12.27	12.64	12.96	13.31	.00	.00	.00	.00
6045	14	TAX EXEMPTION SPECIALIST	0088	14.50	14.93	15.32	15.79	16.26	16.73	17.23	17.75	.00	.00
7210	14	TECHNICAL SERVICES ASSISTANT	0088	11.26	11.60	11.95	12.30	12.68	13.05	.00	.00	.00	.00
6145	14	TELECOMMUNICATION OFFICE SPEC	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00
6146	03	TELECOMMUNICATION TECH SPEC	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00
6076	02	TRANSPORTATION PLANNING SPEC	0088	14.19	14.56	14.99	15.42	15.85	16.35	16.82	17.31	.00	.00
6173	06	TRUCK DRIVER	0088	11.14	11.48	11.79	12.14	12.48	12.84	.00	.00	.00	.00

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SORTED BY JOB TITLE

JOB CLASS	FEDERAL	JOB TITLE	BARGAINING	PAY	STEPS										
NUMBER	CODE		UNIT	1	2	3	4	5	6	7	8	9	10		
6247	14	VICTIM ADVOCATE	0088	12.33	13.03	13.44	14.27	14.71	15.56	16.16	16.82	.00	.00		
6263	02	VOLUNTEER COORDINATOR	0088	13.69	14.07	14.50	14.93	15.32	15.79	16.26	16.73	.00	.00		
7228	14	VOLUNTEER SERVICES ASSISTANT	0088	11.26	11.60	11.95	12.30	12.68	13.05	.00	.00	.00	.00		
6109	09	WAREHOUSE WORKER	0088	9.51	9.73	10.02	10.30	10.60	.00	.00	.00	.00	.00		
6110	09	WAREHOUSE WORKER/CHIEF	0088	11.11	11.45	11.78	12.11	12.45	12.80	.00	.00	.00	.00		
6004	05	WORD PROCESSING OPERATOR	0088	8.96	9.25	9.46	9.73	10.00	10.28	10.57	10.85	.00	.00		
6032	05	WORD PROCESSING OPR/LEAD *	0088	9.41	9.71	9.93	10.22	10.50	10.79	11.10	11.39	.00	.00		
6012	05	WORD PROCESSING UNIT SUPR	0088	11.59	11.93	12.29	12.66	13.04	13.44	.00	.00	.00	.00		
6336	03	X-RAY TECHNICIAN	0088	10.63	10.89	11.21	11.55	11.86	12.19	.00	.00	.00	.00		

ADDENDUM B

MEMBERSHIP AND AUTHORIZATION FOR PAYROLL DEDUCTION
MULTNOMAH COUNTY EMPLOYEES UNION LOCAL 88.
AFSCME COUNCIL 75 - AFL-CIO

I, _____, having voluntarily elected to become a member of Multnomah County Employees Union Local 88, do hereby request and authorize deductions from my earnings an amount sufficient to provide for the regular payment of current Union dues, as established by Multnomah County Employees Union Local 88, AFSCME and as certified by it. Any change in that amount shall likewise be so certified. The amount to be deducted shall be immediately remitted to Oregon AFSCME Council 75 and this authorization is directed, as a contract between myself and all other members of Local 88, unless revoked by me in writing with a copy to the Treasurer of the Local Union.

Applicant's name: _____ Sex: _____
(please print)

Address: _____
Street City, State Zip

Social Security Number: _____

Occupation: _____

Signature: _____ Date: _____

"Dues, contributions, or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service."

ADDENDUM C
MULTNOMAH COUNTY EMPLOYEES UNION LOCAL 88
AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION
NATIONAL PEOPLE COMMITTEE

I hereby authorize my employer to deduct each pay period the following amount of \$_____ as a voluntary contribution to be paid to the treasurer of the PEOPLE qualified committee, AFSCME, AFL-CIO, P.O. Box 6587, Washington, D.C. 20009, to be used in accordance with the by-laws of the PEOPLE qualified committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.

Name: _____
(please print)

Address: _____
Street City, State Zip

Social Security Number: _____

Occupation: _____

Signature: _____ Date: _____

ADDENDUM DLEADWORKER ASSIGNMENT AND PAY

1. Assignment and selection of lead workers shall be at the sole discretion of the County. Persons assigned as lead workers will not have the responsibility of initiating or effectively recommending formal discipline.

2. When in the judgment of the County, new lead worker assignments are necessary, the County shall establish a lead pay rate therefore and provide the Union with a copy of the new lead pay rate.

3. The lead pay rates for the following classes shall be calculated by increasing the base hourly pay rates by the following percentages:

a.	Alcohol & Drug Evaluation Spec./Lead	5.0%
b.	Animal Care Technician/Lead	10.0%
c.	Animal Control Officer/Lead	5.0%
d.	Carpenter/Lead	4.8%
e.	Civil Deputy/Lead	8.0%
f.	Community Service Placement Specialist/Lead	5.0%
g.	Corrections Counselor/Lead	6.8%

h.	Corrections Technician/Lead	6.8%
i.	Custodian/Lead	6.8%
j.	Dental Assistant/Lead	4.0%
k.	Driver/Lead	5.0%
l.	Eligibility Specialist/Lead	5.0%
m.	Equipment Mechanic 2/Lead	10.0%
n.	Facility Security Officer/Lead	12.0%
o.	Health Assistant/Lead	5.0%
p.	Health Information Spec. 2/Lead	5.0%
q.	Health Information Spec., Senior/Lead	5.0%
r.	Jail Steward/Lead	6.7%
s.	Juvenile Counselor/Lead	6.8%
t.	Juvenile Groupworker/Lead	6.8%
u.	Legal Assistant/Lead	10.0%
v.	Library Materials Processor/Lead	11.0%
w.	Mental Health Consultant/Lead	5.0%
x.	Nutritionist/Lead	5.0%
y.	Probation/Parole Officer/Lead	6.8%
z.	Program Development Spec./Lead	5.0%
aa.	Programmer Analyst, Senior/ Lead	5.0%
bb.	Sanitarian/Lead	5.0%
cc.	Systems Programmer/Lead	5.0%
dd.	Word Processing Operator/Lead	5.0%

ADDENDUM EPREMIUM PAY AND OTHER SPECIAL PROVISIONS

A. ALL DEPARTMENTS:

1. Computation

When computing the overtime rate or vacation or sick leave pay due an employee receiving premium pay, such premium pay must be included when the employee is regularly assigned to premium work.

2. Word Processing Premium

It is recognized that there are a certain limited number of employees receiving word processing or data entry premium as of May 18, 1990, on a regular basis and who have not been reclassified as part of the Compensation and Classification study to a classification receiving a higher regular rate of pay. A full and complete listing of these individuals was examined as part of the bargaining process. Any such individual shall continue to receive the \$0.30 per hour premium as long as they continue to perform the duties of their current position.

3. Commercial Drivers License. The parties recognize that the County was obligated to require commercial drivers licenses in accordance with ORS Chapter 807 and related Oregon Administrative Rules which became

effective April 2, 1990 (hereinafter "new law"). The modified licensing requirements of that Chapter and related rules are generally referred to hereinafter as "newly required." Employees represented by the Union who are not, at the time of hire into the bargaining unit, required to possess a newly required commercial drivers license and who are at any time thereafter required as a condition of continued employment in that classification (or in their regular assignment within that classification) to initially obtain a newly required commercial drivers license shall be subject to the following terms:

(a) License Fees and Expiration:

The employee shall be obligated to pay the cost of the newly 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 newly 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 newly 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/

Waivers:

i. The County will reimburse the employee for the cost of one (1) passed skill examination up to a maximum of fifty-six dollars (\$56.00) if the employee submits proof of payment and the new license to his 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 newly required license.

ii. Employees classified as Truck Driver for not less than two (2) years immediately preceding the date of application for a commercial driver's license of the

classification required by the County and who have a good driving record and possess a valid Class 1 driver's license may apply for and, upon request, be granted a certification of his or her driving experience signed by the employer permitting the employee to obtain the required commercial license without taking the hands on skills test. However, request for such certification and the employee's state application for the license must be filed prior to April 1, 1992 or the expiration date of the employee's Class 1 license, whichever is earlier. Further, an employee receiving a commercial license through this certification process will, as a condition precedent to receipt of the certification, sign an agreement prohibiting the employee for using the license except as directed by the County in the course of his or her regular employment with the County. Such employee may, however, subsequently take and pass the hands on skills test to be eligible to use his or her commercial license outside his or her County employment. For purposes of paragraph ii, a "good driving record" shall mean

that an employee has not been convicted of a major traffic offense in the five (5) years immediately preceding the request for certification and has not been involved in an accident in which the employee was, in the County's judgment, at fault while driving a commercial vehicle (as classified at any time) within the two (2) years immediately preceding that request. Major traffic offenses include, but are not limited to, driving under the influence, reckless driving, fleeing, driving with a suspended or revoked license, driving without required endorsements or certifications, driving while in the commission of a crime, and hit and run.

(d) Training:

If requested by an employee required to have a commercial driver's license at the time the terms of this agreement are executed or implemented and who is not granted a waiver under (c) ii above, the County will provide (or contract to provide) the employee a general preparatory training course for the basic written examination required of all persons required by the County to have a commercial drivers license. It is

understood that this training will be of a type similar to the four (4) hour training offered by the Oregon Truckers' Association. If requested by the employee, the County will also provide (or contract to provide) the employee with preparatory training for taking the skills examination. It is understood that this training will be of a type consuming approximately ten (10) hours and designed to inform the employee of the types of behaviors that Department of Motor Vehicle test administrators can be expected to consider in determining the employee's success or failure on the examination. The training may or may not include actual hands on operation of equipment, but the County will make reasonable efforts to provide the employee with an opportunity to operate the equipment on which he or she will be tested prior to taking of the examination. Training under clause (d) shall be scheduled by the County and shall be considered time worked for pay purposes.

(e) Physical Exams:

If the County selects the physician giving the physical exam required for obtaining or maintaining the newly required license, the County will pay for the examination. If the employee selects the

physician, the employee shall pay of the examination. The employee shall determine whether he or she or the County will select the physician, and shall inform the immediate supervisor in advance of the exam of his or her decision.

(f) Failure to Obtain or Maintain the Required License(s):

i. The County will comply with applicable state and federal handicapped discrimination laws as it pertains to an employee who fails to pass the physical examination required for obtaining or maintaining a newly required commercial drivers license.

ii. Employees who fail to obtain or maintain in valid current status the newly required commercial drivers license shall be subject to disciplinary action or dismissal in accordance with applicable provisions of the collective bargaining agreement.

iii. Notwithstanding clause (f), paragraph ii, the parties acknowledge that with respect to certain employees, "cause" as described in Article 17, section 1 of the County-Local 88 agreement would dictate

withholding of disciplinary action against or dismissal of the employee who fails to initially obtain a valid newly required commercial driver's license of the required class, subject to certain conditions:

(aa) The "certain employees" to which this paragraph 3 refers to are those who:

aa i. are non-probationary employees who as of October 1, 1991 occupied positions for which the County requires a newly required commercial driver's license and who have not obtained such license; or

aa ii. employees who in the future occupy a position for which the requirement for a newly required drivers license is imposed after the employee's passage of probation in the job classification encompassing the position.

(bb) The "certain conditions" referred to in this paragraph iii would dictate that such employee's failure to initially obtain a newly required commercial

drivers license of the particular license classification required by the County would not result in discipline or discharge if:

bb i. the employee makes continuous efforts to obtain the license; and

bb ii. lack of the license would not substantially impair the efficiency of operations.

(cc) For purposes of this section, "continuous efforts" means that the employee must make ongoing good faith efforts to improve his or her relevant driving knowledge and skills with the objective of improving his or her chances of meeting the licensing requirements, and take the commercial driving test on each occasion on which the employee is eligible under law to take the examination. (The employee shall provide documentation of such efforts, upon request of the employer.)

(g) Status of License:

i. The employee shall make the immediate supervisor aware, in writing, of the expiration of a drivers license(s) required by the County and of any event actually or potentially affecting the status of that license (e.g., traffic citation, drunk driving arrest, license suspension or revocation, etc.). Such notice shall be given to the supervisor immediately upon expiration of the license or occurrence of the event.

ii. Employees represented by the Union who are required to possess a newly required commercial drivers license as a condition of hire into a classification shall be subject to the terms of Section 3 subsections (a), (e), (f) (clauses i and ii), and (g) above only.

(h) Exemptions:

The Division Manager of an employee in a classification in which one (1) or more employees are required to possess a commercial drivers license of a particular class may exempt one (1) or more subordinate employees from the requirement that the license be obtained. However, such exemption may be rescinded if, in the employer's judgment, the employee's

acquisition and maintenance of such a license is or will be needed to meet operational needs. An employee whose exemption is rescinded shall be given a reasonable period of not less than ninety (90) days in which to obtain his or her license.

4. Translation and Second Language Requirements. It is understood and agreed that the requirement to have varying degrees of proficiency in a second language within a classification has been and will continue to be an expectation for employees assigned to certain positions. Such requirements will not be a component of classification nor in the alternative require any special premium, provided that this exemption does not apply to employees acting as full-time interpreters without other duties or who act as language teachers.

B. DEPARTMENT OF ENVIRONMENTAL SERVICES:

1. Scoop. Maintenance Workers while assigned to operate the "scoop" will receive premium pay at the rate of forty cents (40¢) per hour.

2. Street Sweeper. Truck drivers and below while assigned to operate the "street sweeper" will receive premium pay at the rate of forty-five cents (45¢) per hour.

3. Truck Size. Truck drivers assigned to operate a truck rated over six yard capacity and/or a semi-truck (tractor and trailer) will receive premium pay at the rate of thirty cents (30¢) per hour.

4. Tar Truck. Truck drivers assigned to operate a Bituminous Distributor (Tar Truck) will receive premium pay at the rate of thirty cents (30¢) per hour.

5. Tools. The County agrees to replace all tools furnished by employees when such tools become damaged beyond usability or stolen on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft. Management will provide any new special tools required to perform special work.

6. Coveralls and Boots. All Maintenance Workers, Maintenance Worker/Leads, Truck Drivers, and Heavy Equipment Operators in the Transportation Division will be issued, for County use, two pairs of coveralls which may be exchanged for laundered pairs on a weekly basis.

For the purpose of reimbursing for tar damage, field personnel assigned to the Transportation Division and the Fleet and Electronic Services Division shall, on an annual basis, and upon presentation of a

receipt, be eligible for reimbursement up to an amount of fifty dollars (\$50) for work shoes or boots. These employees will be required to wear work shoes or boots.

7. Height Time Bonus Pay. When Bridge Maintenance Mechanics work on a structure at or above the 90 foot level, where scaffolding or special safety devices are used, the wage rate for such work shall be double the straight time hourly rate.

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.

8. Emergency Conditions. Special terms and conditions of employment during periods of emergency shall be governed by the Emergency Conditions Provisions (Environmental Services), Addendum F, incorporated herein.

9. Pay for Period Equipment Under Repair. Premium pay as provided in Sections 2. and 3. above shall continue in the event the equipment to which drivers are normally assigned is down and under repair.

10. Motor Pool. The employee assigned to the Motor Pool lot during the meal period shall be required to work through his or her meal period. The work day for this employee shall be eight (8) hours including the "working lunch" cited above.

11. 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 (\$0.20) per hour for hours operating the Crusher.

12. Trucks Over 26,000 GVW. A Maintenance Worker in the Road Maintenance 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 Drivers License will be assigned to drive those CDL required trucks.

13. Heavy Equipment. Persons in a lower classification in the Road Maintenance Section that are assigned to operate a piece of heavy equipment normally operated by a Heavy Equipment Operator will be paid a premium of fifteen percent (15%) of base pay for all hours assigned to operate the heavy equipment. This premium will not apply to any employee volunteered training time.

14. Chemical Application Right-of-Way. Persons in a classification paid lower than a Chemical Applicator Operator in the Road Maintenance Section who are properly licensed by the State of Oregon Department of Agriculture for "Public Pesticide Application Right-of-Way"

and who are assigned to utilize this license to apply chemical, will be paid a five percent (5%) premium for each hour worked applying the license required chemicals.

15. Animal Control. Employees allocated to the classification of Animal Control Officer or Animal Control Field Supervisor who are assigned to a position with a "working lunch" will be scheduled for a work day which includes the lunch period as paid time. A "working lunch" for purpose of this section is a lunch during which the employee is on-call during the meal periods, which may result in the meal period being interrupted or missed without additional compensation or compensatory time. It is also understood and agreed that any employee with a "working lunch" is also "on-call" during break periods. Any interrupted break may be completed by the employee later in the shift.

16. Assessment and Taxation. Appraisers who receive a professional designation approved by the Director of the Division of Assessment and Taxation (approved designation includes but is not limited to those from the International Association of Assessing Officers, The American Institute of Real Estate Appraisers, The Society of Real Estate Appraisers, and the American Society of Appraisers), shall be entitled to a premium of

5% of their base rate of pay so long as they continue to remain qualified for and continue to possess the professional designation.

C. DEPARTMENT OF HEALTH SERVICES:

1. Dental Clinics. Due to the operational requirements of dental clinics, the terms of Article 13.4. shall not apply to Dental Hygienists and Dental Assistants. These employees shall be allocated thirty (30) minutes per day to rest periods which management can either grant to employees during slack operational periods in the morning or afternoon or schedule in conjunction with lunch breaks. In no event, however, will break time during the day, scheduled or unscheduled, exceed thirty (30) minutes.

2. Health Assistant Translator and Health Assistant. Effective the execution date of this agreement, an additional step of five percent (5%) shall be created at the top of the Health Assistant range. The Health Assistant Translator premium of five percent (5%) shall be eliminated on the same date, provided however, that any employee receiving that premium shall be placed in the new range in accordance with the reclassification rule as though the five percent (5%) premium were still in effect and was part of the employee's base pay.

3. School-Based Health Centers.

(a) Christmas Vacation. Any employee assigned to a school-based health center shall be placed on a vacation or leave of absence without pay during the school district "Christmas Vacation" and "Spring Break" at the employee's option. Any employee placed on a leave of absence without pay during the Christmas Vacation shall be paid for holidays which occur at his or her regular rate of pay.

(b) Summer Vacation. During the school district summer vacation period, any employee assigned to a school-based health clinic may opt to:

(i) Continue working, in which case he or she will be assigned elsewhere during this period; or

(ii) Be placed on leave, in which case the employee must exhaust his or her accrued vacation and personal holiday, following which the remainder of leave will be a leave of absence without pay.

4. Office of the Medical Examiner.

(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:

(i) Not eligible for shift premium, since compensation for such premium in the amount of fifty cents (\$.50) per hour was added to the base before any 1992 increase was calculated.

ii. 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 7.1., 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.

D. OFFICE OF THE SHERIFF:

1. Sign-up.

Sheriff's Office employees shall sign up for shifts and vacations in accordance with existing practice.

2. Civil Deputy Working Lunch.

Employees allocated to the classification of Civil Deputy who are assigned to a position with a "working lunch" as defined below will be scheduled for a work day which includes the lunch period as paid time. A "working lunch" for purpose of this Section is a lunch during which the employee:

(a) Is responsible for supervision of detainees while eating lunch (Mental Health Assignment); and/or

(b) Is on-call during the meal periods, which may result in the meal period being interrupted or missed.

ADDENDUM FEMERGENCY CONDITIONS PROVISIONS (ENVIRONMENTAL SERVICES)1. Purpose

The purpose of this addendum is to set forth past practice governing wage entitlements for employees of the Transportation and Fleet Divisions during periods of emergency.

2. 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 Transportation, Fleet and Parks Services Divisions.

ADDENDUM GAUTO ALLOWANCE AND COMPENSATION1. Payment

Payment for mileage under this Addendum shall be made on a monthly basis, provided the employee has accumulated twenty dollars (\$20) of mileage or is eligible to receive a base reimbursement per Section 3.b. below. No commuting mileage shall be paid by the County under the terms of Sections 2. - 4. below. In no event will payment be made later than the end of the fiscal year.

2. 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.

3. Condition of Employment Usea. 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.

b. Payment

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 thirty dollars (\$30.00) per month, fifteen dollars (\$15.00) per month for part-time employees, provided that he or she is assigned to work in the field and to use his or her personal transportation. In no event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

4. Payment Rules for Alterations in Work Site

a. Temporary Reporting Place

Whenever an employee is temporarily required to report to work at any location more distant from his or her home than his or her permanent place of reporting, the employee shall be paid for the use of his or her personal transportation at the rate provided in Section 2. or 3. above as appropriate for additional miles traveled. This provision will not apply when there is a permanent change in reporting location as determined by management with ten (10) days written notice to the

affected employees and the Union. In instances in which an employee has no permanent reporting place, the County will designate one (1) work site as a "permanent place of reporting" for purposes of mileage reimbursement.

b. Secondary Reporting Place

Whenever an employee reports to his or her permanent place of reporting and is required to use his or her personal transportation to report for work at another location, the employee shall be paid for the additional miles traveled to and from the secondary reporting place in accordance with Sections 2. or 3. above as appropriate. The time involved in traveling from the permanent reporting place to and from the secondary reporting place to the permanent reporting place shall be considered time worked for pay purposes.

5. Implementation.

The terms of Sections 1. through 4. above shall become effective the first day of the month following execution of this agreement.

ADDENDUM HDEPARTMENT OF LIBRARY SERVICES

The terms of the 1992-1995 Agreement shall apply except as indicated below:

- Article 3

Recognition

It is understood that some employees referred to as "grandpersoned employees" were formerly a part of this bargaining unit but are no longer. Any former "grandpersoned employee" who became a regular employee by Civil Service Appointment shall continue to enjoy such seniority as was mutually agreed by the parties as transferable to regular status.

- Article 7

Holidays

1. Christmas Eve/Veterans Day.

Christmas Eve Day will be recognized as a holiday for library employees; Veterans Day will not.

2. Return Time.

In lieu of Article 7, Section 2, if an employee is scheduled to work on an observed holiday, he or she will be granted a personal holiday to be used within the fiscal year, but in no event more than four (4) months from the date of the holiday.

- Article 8

Vacation Leave

1. Red Circling.

No professional librarian shall suffer a reduction of accrual rate, including any bonus vacation, as a result of the transfer from the Library Association of Portland. Instead, affected employees shall be "red circled" at this level of vacation entitlement until such time as this entitlement is less than the amount which would be received utilizing the general terms of the Agreement, at which times the rate specified by the Agreement shall apply.

2. Vacation Selection.

The terms of Article 8.6 are waived.

Vacation selection at the Library shall be on a "first-come, first-served" basis.

- Article 13

General Work Provisions

The terms of this Article shall apply except:

Section 1. The provisions of this section shall not apply. The Library will change the "normal work week" from thirty seven and one-half (37 1/2) hours per week to forty (40) hours per week within ninety (90) days of the execution of this Agreement. Employees may be scheduled for a shift which is either split or continuous. When an employee is required to work a split shift in one work day in which he/she is required by the Library to be off work for two (2) or more working hours between shift

segments which total the equivalent of eight (8) hours, the second part of the shift shall be paid at time and one half (1 1/2) times the regular rate of pay.

Section 2. 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.

- Article 14

- Compensation

- 1. Shift Differential.

- Payment of shift differential as provided by Sections 7 and 8 shall not apply.

2. Librarians: Special Hiring and
Promotion Provision.

a. Hiring Classification

Any newly hired Librarian reasonably determined by management to have two (2) years of relevant professional experience as a Librarian shall be hired into the Librarian 2 classification; those with less experience shall be placed in the Librarian 1 classification.

b. Advancement

Any employee hired into the Librarian 1 classification shall serve a probationary period in accordance with Article 2, of the Agreement. An employee hired at Step 1 of the Librarian 1 classification shall receive his or her first step increase in accordance with the terms of Article 15. Upon eligibility for

his or her second anniversary step, the employee shall be automatically advanced to Step 1 of the Librarian 2 classification. An employee hired at Step 2 of the Librarian 1 classification shall upon eligibility for his or her anniversary step be advanced to Step 1 of the Librarian 2 classification. No employee advanced to the Librarian 2 classification shall be required to serve an additional probationary period.

3. Working Out of Class.

a. Pages Replacing Library Clerks

Because of the distinct nature of the jobs, any Library Page who replaces a Library Clerk who is absent from work shall be paid working out of class pay for all hours worked in the higher classification.

b. Youth Librarian Performing Limited
Supervisory Duties

It is recognized that in those branch libraries without both a supervisor and/or administrator/manager, the Youth Librarian may in the absence of the supervisor perform such limited supervisory tasks as overseeing schedule preparation, preparing time cards, arranging for substitutes, and handling other minor supervisory problems. Since these employees earn more than the supervisor, when the period of performance of such limited supervisory duties is forty (40) hours or more, the employee shall be paid a five percent (5%) differential.

- 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. The parties further recognize that in the transition of Library employees from LAP to County employment, the parties made an erroneous assumption regarding the transferability of LAP accrued sick leave in application to final average salary in the PERS system. The parties have met with the PERS actuary to develop a process and formula for making employees as nearly whole as practicable with respect to this error. The County shall prepare and adopt a Plan amendment implementing these recommendations.

- Article 21

- Seniority and Layoff

- The terms of this Article shall apply except:

- 1. Regardless of ultimate organizational placement, the Library shall be deemed a department for reasons of seniority and layoff.

2. Job Security for Library Clerks

In order to afford Library Clerk 1's and 2's 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 sets of classifications on a Countywide basis:

Set 1

Office Assistant 1 and Library Clerk 1

Set 2

Office Assistant 2 and Library Clerk 2

For example, in application of this term, a laid off Library Clerk 1 could be recalled for a vacant Office Assistant 1 vacancy elsewhere in the County. Conversely, a laid off Office Assistant 1 could be recalled to a vacancy in the Library. Such reappointments are subject to all other provisions of Article 21, including, but not limited to, the qualification requirements of Article 21, Section 5.a.

3. Seniority from Time in "Grandperson" Status.

No seniority accrued while a "grandpersoned employee" in accordance with the

December 19, 1991 Memorandum of Understanding shall be used for layoff, bumping, or recall purposes in any manner adverse to the interest of an employee outside the Library whose seniority was accrued solely in accordance with other terms of the collective bargaining agreement.

- Article 22

- Shift and Work Assignments

- The terms of Article 22, Section 2 shall not apply. Shift trading will be allowed between employees providing the trade:

- 1) Does not conflict with operational needs;
 - 2) Does not require involuntary schedule changes on the part of other employees; and
 - 3) Does not make the County liable for overtime under the federal Fair Labor Standards Act.

ADDENDUM IDEPARTMENT OF COMMUNITY CORRECTIONS1. Pension

Employees allocated to the classification of Probation and Parole Officer shall be deemed police officers for purposes of ORS 237.610.

2. 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. An employee shall be eligible for overtime at the double time rate only if he/she in addition to meeting the requirements of Article 14.6.b. has worked over forty eight (48) hours in the work week.

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.

3. 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.

4. Alternative Community Services.

a. The work day for employees assigned on either a permanent or temporary basis to the Community Service Forest Project and to other Community Project Leader assignments shall be deemed to include rather than exclude the meal period provided by Article 13.

b. It is recognized that both meal and rest periods for employees cited in Subsection a. above are "in place" or "running" meals or breaks which involve continuing supervision of those assigned to the program and interruption of meal or rest breaks when programmatically required.

c. Employees working a full work day in accordance with Subsections a. and b. above shall be compensated as though they had worked a regular work day, i.e., normally be paid eight hours of regular pay.

ADDENDUM JMULTNOMAH COUNTY AFFIDAVIT OF
MARRIAGE OR DOMESTIC PARTNERSHIP

I, (print name of employee) _____,
certify that I and (print name of spouse or domestic partner)
_____ (check and complete
either A. or B., whichever applies):

A. ____ were legally married on (date) _____,
or have a Common Law Marriage recognized under
Oregon law as follows: _____

B. ____ are and have each been the other's partner in a
domestic partnership, as defined below. For
purposes of this affidavit, a "domestic partnership"
is one consisting of two persons in which the
members:

1. Jointly shared the same permanent residence
for at least six (6) months immediately preceding the date
of this affidavit and intend to continue to do so
indefinitely;
2. Have a close personal relationship with each
other;
3. Are not legally married to anyone; and
4. Are each eighteen (18) years of age or older;

5. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

6. Were mentally competent to contract when the domestic partnership began;

7. Are each other's sole domestic partner; and

8. Are jointly responsible for each other's common welfare including "basic living expenses." For purposes of this affidavit, "basic living expenses" means the cost of basic food, shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

This affidavit terminates upon the death of the signing employee's spouse or domestic partner or by a change in circumstances attested to in this affidavit. The signing employee must notify the Employee Services Division within thirty (30) days after such death or change by filing a Statement of Termination of Marriage/Domestic Partnership. After filing of a Statement of Termination of Marriage/Domestic Partnership, the employee may not file a new

Statement of Marriage/Domestic Partnership for the purpose of enrolling a new domestic partner for six (6) months from the date such statement is received by the Employee Services Division.

NOTICE: Signing this affidavit may or may not have legal implications affecting relations between domestic partners beyond the extension of medical or dental insurance coverage for which it is intended. If you desire further information concerning the possible legal consequences of signing this form, please consult an attorney.

I attest that the certification I have provided herein is true and correct to the best of my knowledge.

Employee's Signature

Date

Received By: _____

Employee Services Div. Rep.

Date

ADDENDUM KSTATEMENT OF TERMINATION OF
MARRIAGE OR DOMESTIC PARTNERSHIP

I, (name of employee) _____, affirm
that the Affidavit of Marriage/Domestic Partnership attested
to and signed by me on (date of affidavit) _____
shall be and is terminated as of this date. Termination is
due to:

___ Dissolution of marriage.

___ Termination of domestic partnership.

___ Death of spouse/domestic partner.

I understand that I cannot file a Statement of Marriage or
Domestic Partnership to enroll a new domestic partner until
six (6) months following the receipt of this Statement by
the Employee Services Division.

Signature of Employee

Date

Received By: _____

Employee Services Div. Rep.

Date

ADDENDUM L
DRAFT DRUG AND ALCOHOL POLICY
(Prepared by the Alcohol & Drug Taskforce
August 5, 1992)

I. General

Multnomah County, in keeping with the provisions of the 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. To further these goals, the County shall provide clear expectations regarding employee behaviors related to alcohol and drugs. Employees shall be held fully accountable for adherence to these expectations. In turn the County shall also provide resources and information for employees to assist in preventing alcohol and drug problems and dependency and to aid in the rehabilitation process for those who have become drug or alcohol dependent.

II. Scope

A. Employees

This policy covers all County employees with the following exceptions:

- Deputy District Attorneys (whose existing policy precedes this one),
- Temporary and on-call employees (whose tenure and status renders application of the

provisions impracticable, but from whom the County expects adherence to the work rules listed in Section III).

Additionally, the policy will apply to employees in a bargaining unit only when and if:

- The bargaining agent has agreed to its terms;
or
- The County has exhausted its bargaining obligation under the Oregon Public Employees Collective Bargaining Act regarding the matters contained in this policy.

B. Applicants

Applicants for County employment are covered by the terms of this policy only as specifically stated in the sections regarding protection of confidentiality and pre-employment drug testing.

III. Employee Work Rules

In addition to existing work rules, while on duty or operating a County vehicle an employee shall:

- A. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or drugs, including alcohol containers and drug paraphernalia, 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.

- B. Not report for duty while under the influence of alcohol or drugs.
- C. Not absent him/herself from duty or be unfit to fully perform duties for reasons attributable to, or produced by, use of alcohol or prohibited drugs except as provided in the section "Use of Leave" for assessment and/or rehabilitation purposes.
- D. Not interfere with the administration of this Drug Policy. Examples include, but are not limited to, the following: tainting, tampering, or substitution of blood or urine samples; falsifying information regarding the use of prescribed medications or controlled substances; or failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol.
- E. Notify his/her supervisor prior to beginning work or operating equipment or a vehicle of any prescription or nonprescription medications which may interfere with the safe and effective performance of duties or operation of County equipment or vehicles.
- F. Bring prescription drugs onto work premises in their original container with the name of the physician, patient and drug, and its dosage on it;

or provide within twenty four (24) hours of request a current valid prescription in the employee's name for any drug or medication identified by the employee as the cause of his/her behavior.

- G. Disclose promptly (upon the next working day) and fully to his/her supervisor all drug or alcohol-related convictions, guilty pleas, or no contest pleas or diversions that:
1. are employment-related (i.e., conduct leading to conviction occurred while on-duty, on County property, or in a County vehicle); or
 2. result in a loss or limitation of driving privileges and the employee's job is identified as requiring a valid license; or
 3. adversely impact an employee's ability to perform his/her job.

IV. County Role

It is the County's role to ensure that:

- A. A copy of this policy is provided to all employees;
- B. All County managers and supervisors and employees receive training regarding the terms of this policy;
- C. Managers and supervisors are held responsible for implementation of this policy.
- D. The confidentiality requirements outlined in this policy are maintained.

Unless otherwise specifically stated in these procedures, the administrative responsibility for implementation of the County's role shall reside with the Department Managers, Elected Officials, and/or their designees.

V. Employee Assistance and Treatment

The County recognizes that its employees are its most valuable resource, and that drug and alcohol dependence is a treatable disease. Therefore, employees are encouraged to seek assistance for drug or alcohol problems at the earliest possible time and before work performance suffers. The County makes a variety of resources available to help employees, through their benefits coverage and health promotion programs, as described in Section V, part "C" herein and Appendix A.

A. Voluntary Self-Referrals

The County recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems. However, it is the employee's responsibility to seek assistance before drug and alcohol problems lead to disciplinary action. If an individual is concerned that he/she may have a substance abuse problem, he/she is encouraged to voluntarily seek

assistance from professionals trained in substance abuse assessment and treatment. There are a number of helpful resources offered by the County, and/or the employee may use resources of their own choosing. Employees who voluntarily seek and obtain professional help for substance abuse problems, and who thereafter refrain from violating this Policy, will not be subject to disciplinary action provided no job performance or conduct problems exist which would merit discipline, and provided no rule violations have occurred.

B. Mandatory Referral for Drug or Alcohol Assessment

Mandatory referral for assessment by a County-selected chemical dependency specialist shall be at the County's expense, and shall be specifically limited to those circumstances in which:

- The employee acknowledges having a drug/alcohol problem when being confronted on a job performance issue; or
- The employee has been found to be under the influence of drugs or alcohol by the testing procedures and a diagnosis is required in accordance with Section VI below; or

- The mandatory referral or treatment is in conjunction with and in conformity with the requirements of Section VI below regarding disciplinary action.

C. Resources for Assistance

The County, through the Employee Services Division, shall maintain resources to help employees obtain evaluation and treatment of drug and alcohol problems. Employees are encouraged to use these resources. Appendix A details resources currently available to County employees. The County, through the Employee Services Division, shall maintain and periodically publish a guide to drug and alcohol assistance resources.

D. Use of Leave

Time used for purposes of assessment, evaluation, counseling, and treatment of drug and alcohol dependency may be charged against accrued and available sick leave. Use of accrued and available vacation leave for the above stated purposes, related to drug or alcohol dependency, shall be in accordance with the same requirements which would apply to any other illness or injury. Granting of a leave of absence without pay for the above stated purposes shall be governed by the same rules as would apply to any other request for such a leave.

E. Information Program and Voluntary Utilization

The Employee Services Division (Benefits and Health Promotion Section) shall provide information and training to all employees regarding the nature of drug and alcohol dependency and the treatment resources available through the Employee Assistance Program (EAP) and the County's health insurance programs.

F. Confidentiality

The County shall abide by the applicable laws defining and governing confidential medical information. All information from an employee's or applicant's drug/alcohol evaluation is confidential and only those with a legitimate legal need to know may be informed of the results. EAP and other visits to treatment professionals are also confidential. Disclosure of confidential information will not occur unless written authorization is obtained from the employee or applicant, except for the following unusual circumstances: disclosures, without employee/applicant consent, may occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the employee waives

his/her right to confidentiality, for example by placing the information at issue in a formal dispute between the employer and employee or applicant; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is physically unable to authorize disclosure.

VI. Discipline.

A. Procedure

The disciplinary procedures for employees represented by a collective bargaining agent shall be carried out in conformance with the applicable collective bargaining agreement. Disciplinary processes for nonrepresented, classified employees shall be carried out in conformance with the Personnel Rules. Unclassified employees are "at will" employees serving at the pleasure of the appointing authority and are not subject to any specified disciplinary procedure.

B. Cause for Discipline

1. Rules. The rules cited in Section III above are in addition to other work rules and obligations which may apply to the employee.

2. Mitigation. Employees will be held fully accountable for their conduct. Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for misconduct or poor performance except as specifically provided in B.3. below.
3. Last Chance Agreement. In certain limited instances in which performance or conduct would otherwise lead to termination, a "Last Chance Agreement" may be implemented as specified in "D" below in addition to the discipline imposed.

C. Conduct not Warranting Termination

The level of discipline chosen and imposed shall be based on the totality of the employee's performance and conduct in light of his or her work history in accordance with the principle of full accountability stated in part "B.2" above. When the conduct of an employee subject to discipline involves violation of a drug- or alcohol-related rule cited in Section III above, the employee may, in addition to the discipline imposed, be subject to a requirement that the employee be subject to random drug testing for two years, as well as other

performance requirements connected with the discipline. A positive drug or alcohol test during this period shall result in termination.

Additionally, in order to address the issue of reasonable employer trust regarding future conduct, the employee may as a condition of continuing employment be required to successfully participate in and complete:

- If no dependency is diagnosed, a drug education program.
- If a chemical dependency is diagnosed, the treatment program and all follow-up requirements as determined by a County selected chemical dependency specialist.

Failure to successfully participate in such required programs will result in termination.

D. Termination: Last Chance Agreements

In instances in which an employee's conduct and performance is deemed to warrant termination and the employee is, prior to termination, diagnosed by a County selected chemical dependency specialist, as having a diagnosible chemical dependency, the employee may, at the County's option, be offered continued employment on a last chance agreement

basis, subject to whatever conditions are included at the time the agreement is made. Such "last chance" offers will not be automatically offered, but will be based on the totality of the circumstances and the employee's work history. Such agreements will require the agreement and signature of the employee's supervisor, the employee, and, if applicable, the recognized labor representative. Any such agreement will include but not be limited to a requirement that the employee successfully enroll, participate in, and successfully complete a treatment program as recommended by the chemical dependency specialist; specifically to include the right for the County to administer random drug or alcohol tests following any treatment for a period of two (2) years from the date of completion of the treatment. A copy of the agreement format to be used is attached to this policy.

VII. Testing

- A. Employees. Any employee shall be subject to testing based on reasonable suspicion of being under the influence of alcohol or prohibited drugs. Employees shall additionally be subject to

post-casualty testing; such testing is precipitated by events such as defined in Section IX. Employees shall not be subject to random drug testing except: (1) as a term of a Last Chance Agreement; (2) if assigned, transferred, promoted, or demoted to a safety sensitive position.

- B. Applicants. Applicants will be informed of the pre-employment drug/alcohol test requirements at the time their application is submitted, per Attachment A. Prior to an offer of employment, the final candidate for any position shall be subject to drug and alcohol testing. No applicant found to test positive for prohibited drugs or alcohol shall be offered employment unless the presence in the body of the drug in question is reasonably determined by the County to be a result of a valid current prescription for the drug identified in the drug screen. Applicants will be allowed to request a retest, at their own expense, within 30 days after testing. If the retest is negative, the applicant will be reimbursed by the County. Refusal to take the test shall be the basis for discontinuing an applicant in the selection process. An applicant found to test positive shall

be removed from the eligibility list and shall not be placed on any County eligibility list for a period of one year from the date the test results were received by the County.

- C. Test Method. Testing for alcohol or drugs shall be by urine or blood analysis. The employee shall have the option to determine which of the two tests is utilized.
- D. Laboratory Selection. All drug or alcohol testing shall be performed by a laboratory or laboratories selected by the County and certified by the State of Oregon for drug or alcohol testing.
- E. Obtaining and Testing Samples
 - 1. Obtaining Samples.
 - a. The employee shall be escorted to a designated collection site for purposes of obtaining a sample of their urine or blood.
 - b. The employee designated to give a sample must be positively identified to the collection site person prior to any sample being obtained.

- c. An interview with the employee prior to the test shall serve to establish any use of drugs currently taken under medical supervision. Any such claimed use shall be substantiated by documentation provided by the employee within 24 hours.
- d. The sample will be obtained by a person trained and qualified to obtain the sample in question.
- e. The sample shall be sealed, labeled, and checked against the identity of the employee to ensure the results match the testee. The employee shall sign off on the sample and the chain of custody documents. Samples shall be stored in a secure and refrigerated atmosphere prior to delivery to the testing laboratory.

2. Testing of the Sample.

- a. The testing shall consist of a multi-step procedure of initial screening, affirmation, and, if positive, confirmation.
- b. The initial screening method or methods selected shall be capable of identifying alcohol and drugs as defined in this policy and procedure.

- c. The confirmation procedure shall be technologically different than the initial screening test. In those cases where the second test confirms the presence of alcohol or drugs in the sample, the sample will be retained for a period of one year in case of a dispute.

3. Chain of Custody.

- a. Each sample shall be sealed and inspected for any tampering throughout the chain of custody.
- b. Each step in the collecting and processing of the collected sample shall be documented to establish the chain of custody.

F. Notification and Appeal.

- 1. Notification. Test results will be issued by the testing laboratory only to the investigatory or supervisory personnel designated by the County and only following the confirmatory test cited in E.2.a. above. 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.

2. Appeal.

- a. Retesting. 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 retested 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.
- b. Stay of Discipline. If an employee requests a retest, any disciplinary action shall be stayed pending the results of the retesting.

- G. Diagnosis of Employees Testing Positive. Any employee who is found through testing to be under the influence of drugs or alcohol shall be referred by the County to a chemical dependency specialist selected by the County for a diagnostic evaluation. The specialist shall determine whether the employee has an alcohol or drug dependency in accordance with the current Diagnostic and Statistic Manual criteria.

- H. Confidentiality. The testing reports are considered to be medical records and shall be handled accordingly. Results shall be disclosed only on a strict legal need to know basis to other administrative personnel and to the tested employee upon request. Additional confidentiality issues are discussed in Section V, Part F.

IX. Definitions

- A. Alcohol. Ethyl alcohol and all beverages or liquids containing ethyl alcohol.
- 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 425.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.
- C. County. Multnomah County, Oregon.
- D. Drug Test. A laboratory analysis of blood or urine to determine the presence of prohibited drugs or alcohol or their metabolites in the body.
- E. 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.

- F. 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.
- G. Prescription Medication. A medication for which an employee is required by law to have a valid, current prescription.
- H. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol. A belief based on objective and specific articulable facts sufficient to lead a supervisor to suspect that an employee has consumed or is under the influence of drugs, controlled substances, or alcohol such that the employee's ability to perform his/her job is impaired or the

employee's ability to perform his/her job safely is reduced. Examples of such objective and specific articulable signs of prohibited substance use include, but are not limited to any one or a combination of possible indicators such as: 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, difficulty concentrating, theft from office or from other persons, unexplained absences during office hours, or employee's admission of use of prohibited substances in a manner which could affect work performance.

- I. Safety Sensitive Position. An employee in the Office of the Sheriff assigned to a position where the employee: (1) carries a firearm; or (2) has direct contact with inmates; or (3) is responsible for the handling and processing of drugs or narcotics or other seized property or monies of high value (over \$1,000). An employee outside the Office of the Sheriff who is assigned a firearm shall also be subject to random testing solely for

the period of time in which (s)he is in possession of the firearm. The classifications or individuals in safety sensitive positions shall specifically include, but not be limited to, those listed in Attachment B. [Note: to be added when job descriptions are reviewed.]

J. Under the Influence of Alcohol. An individual is considered to be "under the influence of alcohol" when the individual's blood alcohol content exceeds .04%.

K. Under the Influence of Drugs. An individual is considered to be "under the influence of drugs" when testing indicates that controlled substances are present in the blood or urine in the following amounts:

Marijuana - 75 nanograms/milliliter

For other prohibited drugs - 300

nanograms/milliliter or the prevailing NIDA standard, whichever is lesser or more stringent.

L. Last Chance Employment Agreement. An agreement in lieu of termination, between the County and an employee who would otherwise be terminated, which specifies the conditions to which the employee must adhere in order to remain employed.

M. Post-Casualty Testing. Drug and/or alcohol testing which is initiated as a result of either:

- The use of deadly force on the part of an employee (Office of the Sheriff), or
- An accident which resulted in a hospital admission or death and concerning which there is reasonable foundation to believe that drugs or alcohol, if present in the body of an involved employee, could have been the cause or a contributing cause of the accident.

N. 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.

APPENDIX A: RESOURCES FOR ASSISTANCE
WITH DRUG/ALCOHOL CONCERNS
(February 1992)

- Employee Assistance Program - Cascade Counseling Center provides free, confidential counseling services to all permanent County employees (employed half-time or more) and their families. Cascade helps employees deal with personal problems on an individual basis, including substance abuse problems. Services are available 24 hours a day at two offices in the Portland area:

East Portland
7931 NE Halsey #202
233-3841

Tigard
7180 SW Fir Loop #1-A
639-3009

Appointments can be made after hours for your convenience, and all information disclosed to the counselor is confidential.

- Medical Insurance Coverage - Both Kaiser and the Multnomah County Health Plan (ODS) provide coverage for alcohol and chemical dependency treatment, subject to certain limitations and/or maximums. For detailed information, you may contact the carriers directly or refer to your medical plan booklet. Information numbers:

Kaiser Permanente: (503) 721-2000

ODS Health Plan: (503) 228-6554

Nurses and exempt employees under the County plan administered by ODS also have a Preferred Provider (PPO) component to their coverage. Vantage, the PPO, must be contacted as a first step for chemical dependence treatment. The phone number is: Vantage Direct 280-7660 or 1-800-433-5086.

In addition to these resources, Employee Services Division can offer assistance:

- Health Promotion - 248-3477: information on drug health effects and Peer Support Program.

- Benefits - 248-3477: help in clarifying coverage for substance abuse treatment (you can remain anonymous if you'd like).
- Training - 248-5015: supervisor training for dealing with substance abuse problems in the worksite.

If you'd prefer to talk to one of the Peer Support Volunteers (recovering County employees who make themselves available to talk to other employees, informally and confidentially) see their names listed on the Peer Support poster in your work area, in the quarterly Health Promotion Schedule, or call Health Promotion for a referral to one of the peers (you can be anonymous).

- Helpline: 232-8083 in Portland
1-800-621-1646 Statewide

This is a free, confidential 24-hour help, information, and referral line for people with drug or alcohol problems. This service is provided by the Oregon Council on Alcoholism and Drug Abuse.

LAST CHANCE AGREEMENT

The following agreement is entered into between The Employer and The Employee. This agreement serves as a guide for the employee as to what is expected for continued employment with the Employer.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or outpatient rehabilitation program approved by the Employer. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with The Employer will be terminated.
2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the employer. The Employer has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.
3. I understand that the signing of this agreement shall allow the Employer the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare.
4. A. If the Employer believes that I am using drugs or alcohol, I agree to submit to an alcohol/drug test (blood test, urinalysis, or breath test) at any time required by the Employer for a period of 24 months. I understand that if I refuse to take the alcohol/drug test or if the test is positive, my employment will be terminated immediately.

B. I agree to submit to periodic, unannounced, unscheduled drug testing (blood test, urinalysis or breath test) by the Employer for a period of 24 months from the date I return to work. (This time period will increase accordingly if you are absent from work, for any reason, for a cumulative period of one month or more.) I understand that if I refuse to take a drug test or if the test is positive, my employment will be terminated.
5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation program.

6. It is understood that this agreement constitutes a final warning and is non-precedent setting for any other employees with the Employer in the future. Each case will be reviewed on its own merit.
7. I understand the Employee Assistance Program is available to me should personal problems arise in the future that may have an effect on my ability to remain in compliance with the Drug and Alcohol Policy and/or this agreement.
8. I realize that violation of the Drug and Alcohol Rules and/or policies at any time in the future is cause for termination.
9. I realize that upon my return to work, if my performance does not match the standards outlined in the attachment hereto, I will be terminated.
10. (For unclassified employees only). I understand that as an unclassified employee I am an "at will" employee of Multnomah County and that the County retains the right to terminate me for any or no reason without appeal. In executing this agreement I understand and agree that the standard for terminating me is in no way amended by this agreement. I waive any and all rights to sue the County based on an allegation that this agreement has been breached.

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 (Date) Termination Authority)**
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_____ (Labor Representative if applicable)	_____ (Date)	_____ (Employee's Immediate (Date) Exempt Supervisor***) (optional)
--	-----------------	--

_____ (Multnomah County Labor Relations, if applicable*)	_____ (Date)
--	-----------------

[Note: Guidelines as to whose signature is required and when will be provided below.]

Footnotes:

- * Necessary only if terms of the Labor Agreement are waived or excepted.
- ** Always necessary.
- *** Optional in cases in which immediate supervisor does not have termination authority.

ATTACHMENT A

**MULTNOMAH COUNTY
PREEMPLOYMENT TESTING FOR DRUGS**The Objective

In 1988 Congress enacted the Drug-Free Workplace Act to assist (and require) federal contractors to establish and maintain a work environment that is free from the effects of drug use and abuse. While we are not subject to this law, we agree with that goal. We intend to do everything we can to make it a reality in our workplace. For that reason, we expect all applicants and employees to be [alcohol?] and drug-free.

Testing of Applicants

We require all applicants to be free of illegal or nonprescribed drugs [and alcohol?] and every offer of employment is conditioned upon passing appropriate urine tests. We test for the following substances: [Alcohol,?] Amphetamines, Barbiturates, [Benzodiazepines,?] Cocaine, Opiates, [Propoxyphene,?] and THC (Marijuana).

An applicant who refuses to be tested or tests positive (including a positive test for a legal drug that was not fully explained on the pretest survey form) will be treated as if the application were voluntarily withdrawn. Applicants who are rejected for these reasons may reapply after 180 calendar days, but any new job offer will again be conditioned on passing the tests.

An applicant who switches, dilutes, adulterates, or in any way tampers with the requested sample(s), or otherwise attempts to manipulate the testing process, will also be treated as if the application were voluntarily withdrawn. Applicants rejected for these reasons will not be considered for future employment under any circumstances.

Appeal Rights/Right to Retesting

Applicants can obtain test results by making a written request within 30 days after testing. The request should be addressed to _____, Multnomah County, _____, Portland, OR 97____. An applicant who makes a timely request will have 30 days (from the day the test results are mailed or otherwise communicated) to explain any positive result and/or to request a retest (at the applicant's expense) of the same specimen. The retest will be done by our laboratory. An applicant who satisfactorily explains test results or whose "retest" does not indicate the presence of drugs will be reimbursed for the cost of the retest and will be offered the next suitable position that becomes available.

Confidentiality

All test results will be maintained in a secure file and will only be communicated on a business "need to know" basis.

Situations Not Covered By Policy

We recognize that situations will arise which are not specifically covered by this policy and these guidelines (for example, situations involving applicants who have been convicted of or pled "no contest" or forfeited bond or bail to [alcohol or?] drug use or drug activity charges). We will deal with them on a case-by-case basis taking into account such things as the nature of the situation or problem, the potential impact on coworkers and the public and our Alcohol and Drug Policy, the applicant's prior employment record, and the potential impact on production, safety, and public perceptions.

ACKNOWLEDGEMENT AND CONSENT TO TESTING

1. I, _____
[Please print your full name]
acknowledge receiving a copy of the Multnomah County
Preemployment Drug-Testing Policy. I understand that
every offer of employment is conditioned upon passing
urine tests for drugs [and alcohol?].
2. I understand that Multnomah County has asked me to be
tested to see whether I have any [alcohol?], illegal or
nonprescribed drugs in my system. I
understand _____ [insert name]
will do the testing.
3. I voluntarily agree to provide samples of my urine for
testing and to submit to any related physical or other
examination. I do not have any physical, medical, or
other conditions which could be aggravated by the taking
of such a sample.
4. I authorize the release of the test results (and any
other relevant medical information) to Multnomah County
for its use in evaluating my application for
employment. I also release Multnomah County from all
liability arising out of or connected with the testing.
5. I understand that if I refuse to submit to the testing,
to give the requested sample(s) and/or to authorize the
release of the results to the County, I will not be
considered for employment. I also understand that I
will not be considered if the test results indicate that
I do not meet Multnomah County's alcohol and drug
standards.
6. I understand that any attempt to switch, dilute,
adulterate or in any way tamper with the requested
sample(s) or to otherwise manipulate the testing process
will also result in denial of employment.

Applicant's Signature

Today's Date

To: Clerk of the Board

From: Ken Upton, x5053

"Change copy" of Local
88 Contract. New language
in bold. Deletions in ~~parenthesis~~
brackets.

County to Local 88
Off the Record Compromise Offer
August 25, 1992

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

MULTNOMAH COUNTY EMPLOYEES UNION

LOCAL 88, AFSCME, AFL-CIO

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:

ARTICLE 1. PREAMBLE

ARTICLE 2

DEFINITIONS

Part-time employee. An employee regularly scheduled to work forty (40) hours or more [~~per-pay~~ period] **during two work weeks**, but less than full time.

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.

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

Temporary employee. Any non-permanent employee.

Probationary employee. A permanent employee serving a six (6) month 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 list certified by the Employee Services Division. Effective upon execution of this agreement, part-time employees will serve a one

calendar year probationary period. [~~Part-time employees~~ |
~~hired prior to that date shall serve a probationary period~~ |
~~in accordance with the prior settlement agreement between~~ |
~~the parties.~~] 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.

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. Nondepartmental 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.

ARTICLE 3

RECOGNITION

1. Definition of 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 except as provided in paragraph 2. below. Temporary employees may be hired to fill budgeted bargaining unit positions that are permanent vacancies for a period not to exceed 60 days unless a recruiting job announcement has been issued or unless mutually agreed by the County and Local 88 to extend.

b. Employees regularly scheduled to work less than forty (40) hours [~~per-pay-period~~] during two work weeks.

c. Employees certified to another bargaining unit.

County to Local 88
Off the Record Compromise Offer
August 25, 1992

d. Supervisory, confidential, [and] |
professional, [employees] and such other employees as |
mutually determined by the parties. In the event of
disagreement as to the status of newly created or modified
classifications or positions, [~~or positions or~~ |
~~classifications in potential dispute as stated in the~~ |
~~bargaining process,~~] determination of status shall be in |
accordance with unit clarification procedures as provided
by Oregon law. [~~The list of existing classifications or~~ |
~~positions in potential dispute cited in the bargaining~~ |
~~process may not be added to during the term of the~~ |
~~contract. Furthermore, the Union in no way acknowledges~~ |
~~that the listed positions or classifications are exempted.~~] |

[Hereinafter,] P[ro]fessional |
employees shall be defined as all professional
consultants, independent auditors, and their assigned
staff, medical professionals such as doctors, dentists and
medical specialists, attorneys, professional engineers and
all other unclassified exempt professional personnel
retained by the County to provide specific expertise to
the County.

[~~A list of positions will be provided~~ |
~~by the County.~~] |

e. Elected officials and their directly
appointed staff.

2. Continuation of Existing Unit: Supervisory,
Confidential, Professional and Others

Except for the special provision for reviewing newly created or modified classification or positions as per l.d. above, the parties have mutually determined that as of the execution date of this agreement all supervisory, confidential, professional, and such other excluded employees as of that date are those in classifications and/or positions so excluded as of the execution date of this Agreement. Any other challenges regarding such classifications or positions by the parties shall be in accordance with the "window period" provisions of Oregon law during FY 1994-1995.

3. [2+] Temporary List |

The County shall, on a monthly basis, provide the Union a "Notice of Hiring" for the temporary employees retained setting forth the job title, rate of pay, organization, and duration of employment and such other relevant information as may be reasonably obtained from the County's personnel data base.

4. [3+] Certification of Union Officers |

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

5. [4+] Certification of County Designee |

The County Chair, [~~and Multnomah County~~] the |
Sheriff, and the District Attorney will provide to the
President and/or Business Agent of Local 88 written
certification of current designees responsible for Local
88 contract administration.

6. Volunteers

The County shall have the right to use
volunteers at any time for any purpose. However, the
County has no current plans for utilization of volunteers
which would be adverse to employees. If at some future
time a volunteer program is instituted which the Union
reasonably believes may lead to employee layoffs, the
County shall at Union request meet and confer concerning
alternatives which would eliminate or mitigate adverse
impact on employees.

ARTICLE 4

MANAGEMENT RIGHTS

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

ARTICLE 5

UNION SECURITY AND CHECK OFF

1. 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.

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

a. 0.4615 of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form attached hereto as Addendum B, or if the County implements a twice monthly payroll, this proportion shall increase to 0.5 at the time of transition to such payroll.

b. Deductions shall cease the pay period following permanent appointment to a position which is excluded from the bargaining unit, upon written request of the employee.

c. A monthly service fee from any non-probationary member of the bargaining unit who has not joined the Union within thirty (30) days after completion of initial probationary status. This service fee shall be segregated by the Union and used on a pro rata basis solely to defray the cost of its services in negotiating and administering this contract.

3. The amount of monthly service fee shall be set at the amount of dues generally deducted, less any present or future service or benefit not enjoyed by non-Union members of the bargaining unit.

4. The County agrees to furnish the Union by the 10th of each month a listing of all new bargaining unit employees hired during the previous month and of all employees who terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, work location, and home address.

5. The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any [S] such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the

employee making such payment and the Union, or [~~in-lieu~~ |
~~thereof,~~] the employee [~~shall~~] **may** request that such |
in-lieu-of-dues payment be not deducted and shall make
such payment to a charity as heretofore stated and shall
furnish written proof to the Union and the County, when
requested, that this has been done.

6. In-lieu-of-dues payment (service fee) shall
be segregated from regular Union dues for accounting
purposes.

7. Funds derived from in-lieu-of-dues payment
(service fee) shall not be expended for political purposes
by Local 88.

8. The Union agrees to provide a system so that
any employee who objects to the expenditure of a portion
of the in-lieu-of-dues payment (service fee) for
ideological reasons can request and receive a rebate of
such payment. Such system shall be in accordance with the
International Constitution of the American Federation of
State, County and Municipal Employees, AFL-CIO, in effect
at the time of the execution of this Agreement.

9. Deduction of membership dues must be
authorized in writing on the form attached hereto as
Addendum B. The amount to be deducted shall be certified
in writing to the County by the Union President. The
aggregate of all deductions shall be remitted, together

with an itemized statement, to the Treasurer of the Union at an address certified to the County in writing by the Union President, within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

10. 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 this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fair share) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

ARTICLE 6

NO STRIKE CLAUSE

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. 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 Local Union; 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.

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 "a." or "b." above is applicable.

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.

c. Nothing in this Article shall be construed to prohibit informational picketing. Such informational picketing shall not stop and/or disrupt work of County employees and officials at any time, and picketing shall be prohibited in Multnomah County Board Rooms/Meetings, Multnomah County Justice Center and County offices.

Employees engaged in informational picketing shall be subject to work rules of the County organization to which they are assigned.

ARTICLE 7

HOLIDAYS

1. Holidays.

a. Recognized and Observed Holidays.

The following days shall be recognized
and observed as paid holidays for permanent employees
(subject to "b." below):

- Any day the President of the United States, and/or the Governor of Oregon, declares a holiday for all employees employed in the public sector.
- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- ~~[Washington's Birthday]~~ **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)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Four (4) hours on either Christmas Eve or New Year's Eve at the discretion of the employee with the consent of employee's supervisor; provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Personal Holiday. **The four-hour "Eve" leave shall be prorated for part-time employees based on the fraction of a full-time position the employee normally works.**

- **2 Personal Holidays**
Personal holidays may be used at the discretion of the employee with the consent of his or her employer; provided, however, an employee must be employed for at least three (3) months before the first personal holiday may be used and must be employed for at least nine (9) months before the second personal holiday may be used. Personal Holiday time will be charged in accordance with the uniform time charging provisions of Article 13. In all cases, Personal Holidays must be taken by the end of each fiscal year (June 30th).

For a holiday to be deemed a recognized and 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. Permanent Part-time Employees[+], and Irregular Full-time Employees.

(1) Part-time Employees

Part-time employees shall be entitled to **holiday** leave on observed holidays [~~in increments of one (1) regular shift of the employee~~] for **the length of the employee's scheduled shift on that date;** provided, however, that the amount of the leave shall not exceed the fraction of a full-time position which is normally worked by the employee **times eight (8) hours,** e.g., 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 exceed the

fraction of a shift to which the employee is entitled, and the County operation to which the employee is assigned is closed for business on that date, the difference between the holiday leave granted and the length of the normal shift shall be charged against accrued and available vacation leave, **personal holiday** or leave without pay at the employee's option. **If the length of the employee's shift on the observed holiday would be less than the fraction of a shift to which the employee is entitled, and the County operation to which the employee is assigned is closed for business on that date, then the employee shall be credited with personal holiday time for the difference.**

(2) Irregular Full-time Employees

It is recognized that there are certain full-time employees who are scheduled for less than forty (40) hours per week or for days of varying length. These employees shall be treated as permanent part-time employees for purposes of this subsection.

2. Holiday Observance.

a. Five Day Work 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. Four Day Work 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 **not working a four day or five day week:**

~~[(1) If the holiday falls on Saturday, it shall be observed on the preceding Friday,~~ |

~~(2) If the holiday falls on Sunday, it shall be observed on the following Monday,--~~ |

~~(3) In all other instances, the holiday designed in "1.a." of this Article shall be observed on the designated date.]~~ | The dates designated in |

"1.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 personal holiday time for the holiday time to which he or she would have been entitled.

d. ~~Four-(4)-hours-on-either~~ Christmas Eve or New Year's Eve ~~[for-full-time-permanent-employees and-part-time-employees-who-have-accumulated-holiday time]~~: If the employee works other than day shift, "Eve leave" holiday time shall ~~[be]~~ be taken preceding or following the scheduled time off for Christmas or New Year's 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 ~~four-(4)~~ **the entitled number of** hours of Personal Holiday.

3. Holiday Pay.

a. A permanent employee required to work on an observed holiday **other than a personal 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 ~~[an-additional-day]~~ **the number of hours of leave to which he/she was eligible.** ~~[which-]~~ The employee may elect to accumulate **such leave** as ~~[an]~~ additional Personal Holiday **time** subject to the provisions of Section 1 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.

b. To be eligible for holiday pay as **provided in Section 3.a. above**, permanent employees must be in pay status both on the **employee's scheduled work day** before and on the **employee's scheduled work day** after the observed holiday worked.

4. Holiday During Leave.

If ~~[Should]~~ an employee ~~[be]~~ is on an authorized leave with pay when an observed holiday occurs, such holiday shall not be charged against such leave.

5. Effective Date.

Changes in the above terms of this Article from those of the 1991-92 Agreement shall be effective as of the execution date of this Agreement.

Remove underline

ARTICLE 8

VACATION LEAVE

1. Accrual.

Each permanent employee is entitled and shall earn annual vacation leave credit from the first full pay period of permanent employment. However, employees are not entitled to any leave with pay until they have been employed for a period of six (6) calendar months. **Effective the payroll period following execution of this Agreement, v[V]acation credits shall be earned in accordance with the [f[ollowing] schedule in Subsections a through d below, which credits will be shown on the employee's check stub [~~4 years and weeks cited are for general guidance only~~]. However, the accrual rate of any employee adversely affected by changes made in Subsections "a" through "d" by this Agreement shall be red circled at the rate he or she previously enjoyed.**

In Subsections "a" through "d" below, years are seniority years as defined in Article 21. Weeks are for general guidance only.

- a. Less than Five Years - Two Weeks Per Year Less than [~~10,440 straight-time hours~~] **five (5) years** of continuous service, .0385 hours per straight time hour worked **or hour of paid leave,**

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cumulative to 200 hours. After six (6) calendar months, an employee shall be entitled to use accumulated vacation.

- b. Five Years but less than Ten Years - Three Weeks Per Year [~~10,440-straight time-hours,-but-less-than-20,880 straight-time-hours~~] **Five (5) years but less than ten (10) years** of continuous service, .0577 hours per straight time hour[s] worked **or hour of paid leave**, cumulative to 240 hours; and shall be entitled to use accumulated vacation.
- c. Ten Years but less than Fifteen Years - Four Weeks Per Year [~~20,880-straight time-hours,-but-less-than-31,320 straight-time-hours,~~] **Ten (10) years but less than fifteen (15) years** of continuous service, .0769 hours per straight time hour[s] worked **or hour of paid leave**, cumulative to 320 hours; and shall be entitled to use accumulated vacation.
- d. Fifteen Years or More - Five Weeks Per Year [~~31,320-or-more-straight-time hours,~~] **Fifteen (15) years or more** of continuous service, .0961 hours per straight time hour worked **or hour of paid leave**, cumulative to 400 hours; and shall be entitled to use accumulated vacation.

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

3. **Employees will accrue [V]vacation leave** [~~shall-not-accrue~~] during a leave of absence without pay[~~-~~] ~~which-duration-exceeds-thirty-(30)-calendar-days-~~ **only if** ~~they worked or were on paid leave during the pay period in which the leave without pay occurred.~~

4. After 1,040 hours of County service, unused earned vacation time shall be paid to the employee at his or her regular rate of pay at the time of separation from service.

5. Regardless of length of County service, in the event of death of an employee, unused earned vacation time shall be paid to the employee's heirs at his or her regular rate of pay. [~~Such payment will be paid directly to an employee's beneficiary as designated on employee's Life Insurance enrollment card.~~]

6. Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirement for vacation relief, employees shall have the right to determine vacation times, but in any case vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise the right of seniority only once for no more than two (2) periods of consecutive days in each calendar year.

ARTICLE 9

SICK LEAVE

1. Definition and Allowable Use.

Sick leave is a leave of absence with pay which may be used by employees in the event of the following non-occupational conditions involving themselves or members of their immediate household:

- a. Illness,
- b. Injury,
- c. Quarantine based on exposure to contagious disease,
- d. Dental or medical appointments.

Sick leave may also be used by employees during Parental Leave as defined by ORS 659.360, 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.

Use of sick leave for occupationally related conditions is limited to the provisions of Article 12.

2. Accrual.

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

Absence due to sickness in excess of three (3) days, must be verified by a physician's certificate at the request of the County.

3. High Sick Leave Utilization.

a. Identification.

An employee who meets any one of the following criteria may be deemed a high sick leave user:

- (1) Exhaustion of all accrued sick leave.
- (2) Use of thirty two (32) hours of sick leave in the preceding thirteen (13) pay periods, or
- (3) Use of sick leave on five (5) or more separate occasions in the preceding thirteen (13) pay periods. (For purposes of this section, consecutive or single days of sick leave use shall each constitute single occasions of use, provided, however, that days of use separated by days off for any purpose other than sick leave shall not be considered consecutive).

(4) Except, employees who meet the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate, shall not automatically be deemed high sick leave utilizers.

b. Supervisory/Division Manager Action.

A supervisor and division manager may require of an employee identified as a high sick leave user:

- (1) Written explanation of the past pattern of high sick leave use, and/or
- (2) A written explanation for each future use while remaining in the high usage group, and such other reasonable evidence as is requested to support a finding that the use is for bona fide purposes.

c. Incentive Conversion.

Full-time employees who have worked the twelve (12) months preceding June 30 of any year, may at their option, convert accrued sick leave to personal holiday time to be taken in accordance with Article 7, Section 1(a) subject to the following schedule:

Hours of sick leave used in 26 pay periods preceding June 30 <u>of any year</u>	Allowable additional Personal <u>Holidays</u>
--	--

(1) None	3 days
(2) 0.1 - 8 hours	2 days
(3) 8.1 - 16 hours	1 day

4. Leave of Absence.

~~[Employees will not accrue sick leave during a leave of absence without pay-- [that exceeds thirty (30) calendar days--]~~ Employees will accrue sick leave during a leave of absence without pay only if they worked or were on paid leave during the pay period in which the leave without pay occurred.

5. Reporting of Sick Leave.

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

6. Use of Sick Leave During Leave.

Sick leave may not be used during the term of any leave of absence. Sick leave may not be used during vacation except when the employee notifies the

supervisor of the interruption of his or her scheduled vacation and presents reasonable evidence of a bona fide illness or injury upon returning to work.

~~[7. Parental-Sick-Leave-~~

~~The-use-of-sick-leave-for-parental-purposes
shall-be-governed-by-Sections-1-through-6-of-this-Article
except-as-provided-by-Resolution-#89-111-of-the-Board-of
County-Commissioners.]~~

7.[8.] Disability Insurance.

a. Short Term Disability.

Any 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.

b. Long Term Disability.

(1) Effective July 1, 1993, 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 Standard Insurance group policy #607217.

(2) Effective July 1, 1993, the County will pay for 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 3.b. of this Agreement will not be eligible for continued County-paid coverage under this Section (Section 7.b.(2)).

9. Other Sick Leave Provisions.

- a. Sick leave shall be charged in accordance with the uniform time charging provisions of Article 13.
- b. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave, **personal holiday**, or leave without pay at the employee's option. Leaves without pay shall be subject to the approval of management.

ARTICLE 10

OTHER LEAVES

1. Leave of Absence.

Consistent with the needs of the County, leaves of absence without pay for a period up to six (6) months will be granted by an employee's exempt supervisor for any reasonable purpose. Denial of such leave shall not be for arbitrary or capricious reasons. Extensions of leaves of absence without pay may be granted solely at the discretion of the exempt supervisor.

Except as specifically provided in Article 12 (Workers' Compensation), 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. 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.

2. Judicial Leave.

Employees shall be granted leave with full pay in lieu of jury or witness fees (less mileage) any time they are required to report for jury duty or subpoenaed as a witness to State or Federal Court during an employee's regular work shift. If an employee is excused or dismissed prior to the end of the employee's regular work shift, he or she shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the Division Director.

3. Voting Time.

Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

4. Union Business.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Personnel Rule 17.01 for a leave of absence exceeding thirty (30) days or more. Any elected official selected by the Union to participate in any other Union activity shall be granted an unpaid leave of absence at the request

of the Union not to exceed ten (10) working days per fiscal year, per official, and provided the County's labor relations office is notified not less than five (5) working days in advance of such leave.

An additional eight (8) working days of unpaid leave shall be granted upon request to any duly elected Union delegate selected to attend official AFL-CIO or other certified AFSCME activities.

5. Military Leave.

Employees who have served with the County for six (6) months or more immediately preceding an application for military leave, and who are members of the National Guard or any reserve components of the Armed Forces of the United States, are entitled to a leave of absence with pay from their duties for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any calendar year. Employees will be granted a leave of absence without pay for any additional time needed for the purpose of discharging their obligation of annual active duty for training in the military reserve or National Guard.

6. Bereavement Leave.

An employee shall be granted not more than three (3) day's leave of absence with full pay in event of

death in the immediate family or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay at the discretion of his or her supervisor for travel and personal considerations. For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, children, step-children, brother, sister, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law or brother-in-law. Immediate household shall be defined as any person residing at the employee's residence on a regular basis. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the County Chair, the appropriate elected County official or designee(s), upon request. Application for additional bereavement leave may be requested in accordance with Section 1 of this Article.

7. Personnel Examinations/Interviews.

In order to encourage and promote the further development of County employees, time off with pay for the purposes of taking County examinations and interviews during normal operating hours shall be allowed for not more than five (5) examination processes,

including interviews, in a fiscal year. Such restriction shall not apply to strict promotional examinations and/or interviews within a career ladder.

8. Inclement Weather Policy.

Management reserves the right to establish policy with respect to attendance at work during inclement weather. Provided, however, any time not worked on account of inclement weather, may be, at the employee's discretion, and after notifying his or her exempt supervisor, charged to:

- a. Leave without pay
- b. Compensatory time off
- c. Personal holiday
- d. Vacation time

Employees who attempt to get to work on time but are unavoidably delayed may arrive up to two hours late without penalty.

ARTICLE 11

HEALTH AND WELFARE

1. Medical-Hospital.

a. July 1, 1992 - June 30, 1993

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for benefits under a certified Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits including vision care comparable to medical, hospital and vision care benefits currently enjoyed by eligible employees.

It is expressly understood by all parties that benefit levels currently provided by carriers shall be maintained, and any modification to current benefit levels or components therein must be mutually agreed upon by all parties before implementing.

Coverage shall include the employee and his or her immediate family, i.e., wife/husband and eligible dependent children. **Effective the month following the month of execution of this agreement, any child whose medical/dental benefits must be paid as the result of a court order shall be deemed a "dependent child" for purposes of eligibility for coverage by County Medical/Dental plans.**

b. July 1, 1993

Effective July 1, 1993 the terms specified in Section 1.a. above shall apply, except that the Indemnity Medical Plan will change from the basic/major medical plan in effect June 30, 1993 to the comprehensive Preferred Provider Organization (PPO) plan administered under Amendment No. 4 to Contract No. 9400 between Multnomah County and ODS Health Plan.

2. Dental Plan.

a. July 1, 1992 - June 30, 1993

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for the group dental service program offered by a certified Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits comparable to dental benefits currently enjoyed by eligible employees.

It is expressly understood by all parties that benefit levels currently provided by carriers shall be maintained, and any modification to current benefit levels or components therein must be mutually agreed upon by all parties before implementing.

Coverage shall include the employee and his or her immediate family, i.e., wife/husband and eligible dependent children. Effective the month following

the month of execution of this agreement, any child whose medical/dental benefits must be paid as the result of a court order shall be deemed a "dependent child" for purposes of eligibility for coverage by County Medical/Dental plans.

b. July 1, 1993.

Effective July 1, 1993 the terms specified in Section 2.a. shall apply, except that the Indemnity Dental Plan schedule of payment will change to the schedule in Amendment No.3 to contract No. 3600 between Multnomah County and ODS Medical Plan. The Dentacare option will simultaneously be eliminated.

3. Enhancements.

Effective July 1, 1993 the enhancements described in Subsections a. and b. below will be available to eligible employees:

a. Flexible Spending Accounts.

To the extent permitted by law flexible Spending Accounts (FSA), 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 dated January 1, 1992. Furthermore,

each non-smoking employee who enrolls between July 1, 1993 and December 31, 1993 will be given a \$45 credit to his/her account.

b. Opt-out: Cash in Lieu of Benefits.

(1) Employees who certify themselves as covered under a non-County medical/vision plan may elect to waive medical/vision benefits. Full-time employees electing waiver will receive an amount equivalent to 33% of the highest two-party medical/vision premium. Part-time employees electing waiver will receive one-half of 33% of the highest two-party medical/vision premium. Employees may waive medical/vision coverage and still elect County dental coverage if no other dental coverage is available to them. Part-time employees retaining dental coverage must pay 50% of the premium for such coverage as required under Section 5. below.

(2) If an employee who has waived County coverage through "Opt out" loses his or her non-County coverage, he or she may enroll in the County plan within thirty (30) days of losing the non-County coverage without waiting for Open Enrollment.

(3) Except as may be required to maintain conformity with the Internal Revenue Code, the County and its agents will administer the "Opt-out" plan

described in this Section (Section 3.b.) solely in accordance with the provisions of the draft plan document entitled "Multnomah County, Oregon, Cafeteria Plan" dated February 21, 1992, which was provided to the Union in the course of the bargaining process.

4. ~~[3-~~ Eligible-Employees] Default Enrollment. |

~~[Full-time-employees-shall-be-eligible-for |~~
~~medical-hospital-coverage-on-the-first-day-of-the-month |~~
~~following-the-month-of-employment.---Full-time-employees |~~
~~shall-be-eligible-for-the-dental-plan-on-the-first-day-of |~~
~~the-month-following-six-(6)-full-months-of-continuous |~~
~~service.] |~~

Effective within sixty (60) days of the execution of this Agreement, new full-time employees or employees changing from part-time to full-time status who fail to submit timely application for "Opt-out" (which is effective July 1, 1993 and thereafter) or for enrollment into the medical and dental benefits plans described in Sections 1. and 2. above will be enrolled in the Indemnity medical and dental plans by default. Eligible dependents of such employees may be enrolled in the same plans if the employee submits application within 15 days of receiving notice of his or her default enrollment.

[4+]5. Part-time Employees.

a. Part-time Premium Contributions.

Part-time employees shall receive full Medical and Dental benefits upon payment of fifty percent (50%) of the monthly premium by the employee to the County. Effective January 1, 1993, employee-paid premium contributions toward the County's medical and dental plans will be paid with pre-tax dollars through payroll deduction according to guidelines for premium conversion set forth in the Internal Revenue Code, Section 125.

b. Mandatory Enrollment of Part-time Employees.

Effective July 1, 1993 new part-time employees and employees changing from full-time to part-time status who fail to submit a timely application for "Opt-out" or for enrollment into the medical and dental benefits plans described in Sections 1. and 2. above will mandatorily be enrolled in the Indemnity Medical Plan by default. Such employees may, if allowed by IRS regulations, "opt out" under the provisions of Section 3.b. above, or they may choose to participate in the Indemnity Dental Plan and/or enroll eligible dependents in the Indemnity medical and/or dental plans by application within 15 days of receiving notice of his or

her default enrollment. Also effective July 1, 1993, all part-time employees hired prior to July 1, 1993 who do not "opt out" will be mandatorily enrolled on the same basis as new employees.

c. Part-time to Full-time.

[Except] During the life of this Agreement eligible part-time employees who work full-time 100% of time for ninety (90) continuous days (522 hours), the monthly premium for Medical and Dental shall be paid in full by the County. Part-time employees shall be eligible for County-paid medical-hospital coverage and the dental plan (if applicable) on the first day of the month following appointment via status change notice to full-time permanent employment.

[5- Retirees-

Effective-July-1,-1982,-persons-who-have
five-(5)-years-of-consecutive-service-with-the-County
immediately-prior-to-retiring-pursuant-to-ORS-237
(non-disability),-the-Library-Association-of-Portland
Plan,-or-Article-16(3),-if-applicable,-shall-be-entitled
to-maintain-their-group-medical-insurance-benefits-subject
to-timely-payment-of-fifty-percent-(50%)-of-the-premium
for-such-coverage-until-such-time-as-the-person-is
eligible-for-Medicare.]

6. Domestic Partners.

Effective July 1, 1993, in lieu of spouse coverage an employee may enroll his or her domestic partner with whom he or she has a domestic partnership, as defined in Addendum J, and the partner's eligible dependents for coverage under Section 1. and Section 2. of this article subject to the terms set forth in the Affidavit attached hereto as Addendum J and by this reference incorporated herein. As a further precondition of coverage, all employees enrolling for new or changed coverage after the signing date of this Agreement, whether married or with a domestic partner, shall be required to complete, sign, and submit to the Employee Services Division a copy of the Affidavit attached hereto as Addendum J. Employees whose marriage or domestic partnership terminates must complete, sign, and file with the Employee Services Division a copy of the Statement of Termination of Marriage/Domestic Partnership set forth in Addendum K of this agreement. Enrollment times and other procedures for administration of the medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees.

7. Eligibility for Medical and Dental Coverage.

Effective the execution date of this Agreement, the following terms shall apply:

a. Coverage under Sections 1 and 2 of this Article shall include the employee and his or her immediate family as specified in Sections 1.a. and 2.a. above or (effective July 1, 1993) the employee's domestic partner and the partner's eligible dependents as provided in Section 5 above. Coverage under Section 1. and default coverage provided for under Section 3.a. and Section 3.c.(2) commences on the first of the calendar month following the calendar month in which the employee commences work following hire or rehire, unless the employee commences work on the first calendar day of the calendar month in which case coverage commences at the time the employee commences work. Coverage under Section 2 commences on the first of the calendar month following completion of six (6) months of continuous County service following hire or rehire. After initial qualification for coverage, termination and recommencement of coverage (toward which the County contributes) shall be governed as follows:

(1) Coverage at Termination.

If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteen (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the conclusion of that calendar month. If such work day falls after the fifteen (15th) of the calendar month in which the employee's County employment has terminated, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A resigns effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

(2) Coverage when Going on Unpaid Leave.

If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteen (15th) day of the calendar month in the calendar month in which the employee's authorized leave without pay

commences, coverage toward which the County has contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteen (15th) day of the calendar month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled work day worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 16 and his or her unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31.)

(3) Coverage Upon Return from Unpaid Leave.

If the employee is scheduled to and returns from an authorized unpaid leave of absence on or before the fifteen (15th) day of the calendar month the employee's coverage toward which the County shall make its normal contribution shall be effective on the first day of that calendar month. If the employee is scheduled to and

returns from such leave without pay after the fifteenth (15th) day of the calendar month, the employee's coverage toward which the County contributes will be effective on the first day of the immediately succeeding calendar month. (Example: Employee A's unpaid leave commences July 1 and ends July 15. Employee A's coverage toward which the County contributes does not lapse. Employee B's unpaid leave commences July 1 and ends August 7. Owing to the combination of paragraph ii. and iii. of this subsection, Employee B's coverage will not lapse. Employee C's unpaid leave commences July 1 and terminates August 16. Employee C's coverage toward which the County contributes lapses July 31 and recommences September 1.)

[6+] 8. Life Insurance.

X

The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of ten thousand dollars (\$10,000). Retirees of Multnomah County who have at least ten (10) years of County service will be provided with two thousand ~~thousand~~ (\$2,000) term life insurance coverage during the period of time they receive pension benefits. Employees will designate their beneficiaries. Employees, at their option, may purchase from the same life insurance carrier supplemental term life insurance consistent with carrier

contract(s) and upon evidence of insurability by
[bi-weekly] payroll deduction with premiums varying
according to age of the employee. Insured employees will
be provided a certificate evidencing such insurance.

[7+] 9. Successor Insurance Plans.

In the event any of the above insurance
plans are no longer provided by the County, the County
agrees to provide to affected employees a substitute plan
of the same service delivery type, if available, at
substantially the same or a better benefit level.

[8+ ~~New-Benefits-Continuation-~~

~~The parties recognize that the new benefits
implemented under Article 11, Section 8 of the prior
agreement shall remain in effect, specifically the
increase of maximum lifetime major medical coverage under
the indemnity plan to one million dollars (\$1,000,000) and
the Kaiser Permanente Five Dollar (\$5) Prescription Drug
Plan implemented by a wage offset.]~~

[9+] 10. Defense and Indemnification.

The County shall defend and indemnify
employees covered by this Agreement against claims and
judgments incurred in or arising out of the performance of
their official duties, subject to the limitations of the
Oregon Tort Claims Act.

~~[10-]~~ 11. Unemployment Insurance. |

The County agrees to provide unemployment insurance on all employees covered by the Agreement in accordance with applicable Oregon Law.

~~[11-]~~ 12. Emergency Treatment. |

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

~~[12-]~~ 13. Social Security. |

The County agrees to provide Social Security coverage to all employees covered by the Agreement.

~~[13-]~~ 14. Health and Welfare Labor/Management Committee. |

The County and Union jointly agree to maintain a health and welfare committee composed of three members from each side for the purposes of:

- a. Sharing information regarding the County's benefit program;

b. Discussing the County's benefit education and information program; and

c. Exploring alternative benefit structures and plans to ensure advanced comprehension by both parties of such alternatives prior to any collective bargaining process.

d. The first meeting of the above Committee shall be no later than ~~[thirty-(30)-days]~~ **three (3) months** from the execution date of this agreement~~[-]~~ **and thereafter as may be mutually agreeable.**

~~[14-]~~ **15. Return to Work Assistance for Temporary Non-Compensable Injuries.**

In the event an employee is absent due to a disability not compensable under the terms of Workers' Compensation law (a physical or mental illness or injury) for a period of thirty (30) days or more, the County may require a physician's statement, arranged for by and at the County's expense, setting forth the disability, current conditions, and anticipated length of continued absence. In the event there is a dispute between the employee's physician and the County's physician concerning the medical condition of the employee, the parties will mutually request a third physician's opinion which will be

determinative. The cost of the third opinion shall be borne equally by the parties.

Based upon the physician's statement, the County and the Union will jointly review the specific circumstances surrounding the nature of the continued disability and where appropriate, recommend the employee be assigned to temporary work which is both available and suitable. Upon such recommendation, the parties agree to work in cooperation with the supervisor and the Employee Services Division to identify such available and suitable positions based upon the employee's identified limitations.

When temporary assignment is not available within the employee's limitations, it is agreed the employee's status will continue to be reviewed every thirty (30) days. Based upon the report of the County's physician, the County shall:

- a. allow the employee to be assigned temporary duties which are available and suitable based upon identified limitations;
- b. allow the employee to return to his or her previous position in a full capacity;

- c. terminate the employee if that is the most reasonable course of action.

In the event of a permanent disability, the County shall be guided in the employee's continued employment by Section 503 of the Rehabilitation Act of 1973.

16. Drug and Alcohol Policy and Procedure.

The County's Alcohol and Drug Policy and Procedure is attached hereto as Addendum L, and those matters therein which are a mandatory subject of bargaining are deemed part of this Agreement. This policy will not be changed in application to this bargaining unit for any matter which is a mandatory subject of bargaining except for changes made to conform to law, or as mutually agreed between the Union and the Labor Relations Manager, except that in response to Union concerns regarding potential abuse the following exceptions or amendments will be implemented:

- a. Employees may be subjected to random, or periodic unscheduled, testing only as a term of a last chance agreement.

- b. The Drug and Alcohol Program shall not be implemented in a Department of the County until the County has provided a supervisory training program. The County will certify in writing to the Union a list of

supervisors who have been trained in each Department. A supervisor who has not been so certified may not make the determination of "reasonable suspicion," and in such instances where an untrained supervisor has occasion to make such a determination, another certified supervisor will be required to apply the provisions of Section 16.c. below.

c. Application of the "Reasonable Suspicion" standard to any employee in this bargaining unit shall include the following additional precautions:

- (1) The supervisor shall articulate orally a summary of the specific facts which form the basis for believing that the employee is under the influence of drugs or alcohol; and
- (2) The supervisor shall provide upon request within forty eight (48) hours of the oral determination of "reasonable suspicion" a written specification of the grounds for reasonable suspicion; and

- (3) Except in field or shift circumstances which render contact difficult, no supervisor shall refer an employee for a drug or alcohol test based on "reasonable suspicion" unless the supervisor has consulted with another exempt person regarding the grounds for the suspicion.

17. Availability of Plan Documents.

Copies of reference documents cited in this Article, in Article 9, Section 1.d. on Parental Leave, and in Article 9, Section 7, Disability Insurance are available upon employee request to the Employee Health and Benefits Section.

ARTICLE 12

WORKERS' COMPENSATION AND

SUPPLEMENTAL BENEFITS

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

2. 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. However, should the employee be transferred to another classification which he or she is qualified to perform because of the disability, seniority shall be governed in accordance with Article 21 of this Agreement. In such event the employee's status shall be governed exclusively by applicable state statutes related

to re-employment and non-discrimination. If injured during probation, the probationary period may be extended by written agreement of the Union, employee and County.

With respect to return to work of an employee fully able to perform the work of the position he or she previously held, the County shall hold that position available for the employee, if it continues to be budgeted, for a minimum of six months. If during the six month period the injured employee is reinstated and another employee occupies his or her position, that employee shall be bumped in accordance with seniority.

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

a. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For

employees with approved claims, supplemental benefits shall be paid for no more than three hundred and twenty (320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

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

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

d. If the absence due to disability is for a period of thirty (30) days or more, the County may require a physician's statement, arranged for, by, and at the County's expense, setting forth the disability, current conditions, and anticipated length of continued absence.

4. If a Workers' Compensation claim is denied or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as Workers' Compensation time loss be paid from and charged against his or her sick leave.

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

6. Nothing in this Article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability, subject to the limitations of the Health and Welfare Article, if any, for a period of one year or such longer period as may be required by ORS 743.532.

8. The County shall continue to make retirement contributions, based upon the appropriate percentage of the gross dollar amount of supplemental benefits paid, throughout the period that the employee receives such benefits.

9. If a Workers' Compensation Claim is denied and the employee files an appeal, said employee is entitled to request continued coverage under the medical/dental benefits provided under Article 11 of this Agreement for a period not to exceed six (6) months; provided, however, said employee pays the premium cost to the County as required.

10. If a denied claim is later held compensable upon appeal, the employee will be entitled to:

a. Reimbursement of any premiums paid to the County for medical/dental benefits, and

b. Any supplemental benefits not paid in accordance with Section 3 of this Article.

ARTICLE 13
GENERAL WORK PROVISIONS

1. Normal Work Day.
 - a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.
 - b. **Full-time e[E]mployees working forty (40) hours per week** on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period.
 - c. **Full-time e[E]mployees working forty (40) hours per week** on a four (4) day per week work schedule shall work ten (10) hours per day excluding the meal period.
2. Work Week.
 - a. **Full-time Employees Working Forty (40)**

Hours Per Week.

Unless waived by the Union and the Labor Relations Manager, the work week for full-time employees working forty (40) hours per week as scheduled by the County shall consist of consecutive days of the same number of consecutive hours per day with consecutive days off. The work week for such employees need not coincide with the calendar week, but may begin on any day and at any hour of the day. In no case shall the work week be for more than forty (40) hours excluding the meal period.

**b. Full-time Employees Working Less Than
Forty (40) Hours Per Week and Part-time Employees.**

Unless waived by the Union and the Labor Relations Manager, the work week for full-time employees working less than forty (40) hours per week and part-time employees shall be as scheduled by the County and shall consist of consecutive days with consecutive hours of work which need not begin or end with the beginning or ending of the calendar week, but may begin on any day and at any hour of the day.

3. Work Schedules.

Work schedules showing shift, work days, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, and for the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) days[-]; or unless such notice is voluntarily waived in writing by the employee with a copy mailed to the Union.

4. Rest Periods.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift[-], when the shift is six (6) or more hours in length, provided that a second break shall be required only if the employee's schedule requires over two (2)

hours after the last break or meal period. For eight (8) and ten (10) hour per day employees, rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever practicable. When a shift is six or fewer hours in length, work schedules shall provide for a fifteen (15) minute rest period to be scheduled by management.

Employees who, for any reason, work beyond their regular quitting time on an eight (8) hour or longer shift into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

5. Meal Periods.

a. All employees working six (6) hours or more in a shift shall be granted a lunch period of not less than thirty (30) minutes during each work day. Time off for a meal shall be permitted to any employee working an eight (8) or ten (10) hour shift who is requested to and does work two (2) hours beyond his or her regular quitting time. Whenever practicable, for an employee on an eight (8) or ten (10) hour shift, the meal period[s] shall be scheduled in the middle of the shift.

b. An employee, with the approval of his or her supervisor may elect to take a one (1) hour meal period in lieu of the thirty (30) minute meal period set out above provided, however, no time of such extended meal period shall be considered time worked for pay purposes.

c. Adjustments to the starting or quitting time shall be made to accommodate the extended meal period, at the discretion of the supervisor subject to the provisions of Section 3 above.

6. Clean-Up Time.

Employees occupying labor, trades or craft positions, or whenever it is essential for other employees to clean up or change clothes before being presentable upon leaving work, shall be granted not more than a fifteen (15) minute personal clean-up time prior to the end of each shift. The County shall provide the required facilities for the employee's clean-up time. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time".

7. Flextime.

a. Work Schedule.

Flextime scheduling allowing for greater flexibility in work scheduling benefiting employees and the County, may be implemented, provided that such flextime schedules are in writing, and are

agreed upon by the Union and the Labor Relations Manager.
A copy of any such agreed upon schedules shall be provided
to all directly affected employees.

b. Individual Flexibility Within the Work
Week.

When a work schedule change is made at
the request of the employee within the work week which
would otherwise result in overtime compensation, the
County and employee may agree to an hour-for-hour shift of
work between work days during that work week to ensure
that the employee receives a full week's pay. No overtime
pay shall result from such shift of work time.

8. 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:

- a. 0 - 7 minutes rounds to 0 hours
- b. 8 - 15 minutes rounds to 1/4 hour

b. Applications

(1) Lateness

An employee who is seven (7)
minutes or less late shall be paid for a full
shift. An employee who is eight (8) to fifteen

(15) minutes late shall not be paid for one quarter (1/4) of an hour.

(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.

9. To the extent allowable by law, the provisions of this Article and other provisions of this Agreement constitute an express waiver of ORS 279.340 as provided by ORS 279.342 (5)(b). Copies of the above cited statutes are available upon employee request to the Labor Relations Section.

ARTICLE 14

COMPENSATION

1. Wages.

~~[Effective July 1, 1991 the rates and ranges of employees, including Library employees, covered by this Agreement shall be in accordance with the Wage Schedule attached to this agreement, Addendum A, incorporated herein.]~~

1. Wages.

a. July 1, 1992 and April 1, 1993

(1) General Increases

Effective July 1, 1992 the rates and ranges of employees covered by this Agreement shall be increased four percent (4.0%) and they shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum A which by this reference is incorporated herein. Effective April 1, 1993, the rates and ranges of employees covered by this Agreement shall be increased an additional three percent (3.0%). During the life of the Agreement and following notification to the Union, the Employee Services Director has the right to grant higher increases to selected classifications than are specified elsewhere in this Article, or to place

classifications in higher salary ranges and place employees in such ranges in accordance with the reclassification procedure.

Furthermore, with the approval of the Director of Employee Services, a supervisor may hire employees at any step above the entry step.

(2) Special Increases

Effective one minute until midnight, June 30, 1992, employees allocated to the following classifications shall be placed in the below cited pay ranges in accordance with the reclassification rule. The rates and ranges of these employees shall then be subject to the General Increases provided in Section 1.a.(1).
above:

<u>Classification</u>	<u>Steps in the New Range</u>									
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
Corrections Counselor	11.86,	12.53,	12.92,	13.72,	14.14,	14.96,	15.54,	16.17,	16.66,	17.16
Corrections Hearings Officer	13.72,	14.14,	14.54,	14.96,	15.39,	15.82,	16.28,	16.74,	17.24,	17.76
Dental Hygienist	15.96,	16.43,	16.93,	17.44						
Juvenile Counselor	11.86,	12.53,	12.92,	13.72,	14.14,	14.96,	15.54,	16.17,	16.66,	17.16
Marriage and Family Counselor	14.67,	15.11,	15.54,	15.99,	16.47,	16.96,	17.47,	17.99		
Probation Officer	11.86,	12.53,	12.92,	13.72,	14.14,	14.96,	15.54,	16.17,	16.66,	17.16
Property Appraiser/Commercial	13.25,	13.85,	14.46,	15.11,	15.56,	16.08				
Property Appraiser/Personal	13.25,	13.85,	14.46,	15.11,	15.56,	16.08				
Property Appraiser/Residential	13.25,	13.85,	14.46,	15.11,	15.56,	16.08				
Deputy Medical Examiner	12.86,	13.23,	13.57,	13.98,	14.35,	14.72,	15.15,	15.59		
Pathologist Assistant	11.53,	11.86,	12.20,	12.53,	12.92,	13.29,	13.69,	14.10		
Tax Exemption Specialist	13.94,	14.36,	14.73,	15.18,	15.63,	16.09,	16.57,	17.07		

b. July 1, 1993

(1) CPI Formula

Effective July 1, 1993 the rates
and ranges of employees covered by this Agreement shall be
increased in accordance with the following formula:

$$\begin{array}{rcl} (\% \text{ increase in CPI} &) & (\quad \% \quad) \\ (\text{National Urban Wage} &) & (\text{ increase} &) \\ (\text{Earners and Clerical} &) & (\text{ in each} &) \\ (\text{Workers Index} - &) & (\text{ wage} &) \\ (\text{March 1992 to} &) & (\text{ rate} &) \\ (\text{March 1993} &) & (&) \end{array} =$$

The minimum adjustment shall be two and five tenths
percent (2.5%).

The maximum adjustment shall be four percent (4%).

(2) Reopener

In the event that the County's
estimated general fund resources in the executive budget
for 1993-1994 fall fifteen percent (15%) or more below the
estimated general fund resources in the preceding year's
executive budget, the terms of Section 1.b.(1) above shall
not be implemented and negotiations will commence on or
before April 15, 1993 for substitute terms for Article 14,
Section 1.b.(1).

c. July 1, 1994
(1) CPI Formula

Effective July 1, 1994 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula:

$$\begin{array}{rcl} (\% \text{ increase in CPI} &) & (\quad \% \quad) \\ (\text{National Urban Wage} &) & (\text{ increase }) \\ (\text{Earners and Clerical} &) & (\text{ in each }) \\ (\text{Workers Index} - &) & (\text{ wage }) \\ (\text{March 1993 to} &) & (\text{ rate }) \\ (\text{March 1994} &) & (\quad) \end{array} =$$

The minimum adjustment shall be two and five tenths percent (2.5%).

The maximum adjustment shall be four and five tenths (4.5%).

(2) Reopener

In the event that the County's estimated general fund resources in the executive budget for 1994-1995 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.c.(1) above shall not be implemented and negotiations will commence on or before April 15, 1994 for substitute terms for Article 14, Section 1.c.(1).

2. Hours Worked for Pay Purpose.

The thirty (30) minute meal period set out in Article 13, Section 5."a." and "b." will not be considered time worked.

3. Pay Periods.

The wages of employees shall be paid bi-weekly on Friday of the week following the pay period. In the event the Friday payday is a holiday, the preceding day shall be the payday. **A twice monthly pay period may be implemented following sixty (60) days' notice to the Union. In that event, the preceding provisions of this section (Section 3) shall not apply. If a twice monthly pay period is implemented, the pay periods shall be the 1st through the 15th of each month and the 16th through the end of each month. Employees shall be paid on the 7th and 22nd of each month. If the 7th or 22nd falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding business day.**

4. Reporting Time.

Any permanent employee who is scheduled to report to work and who presents himself or herself for work as scheduled, but where work is not available the employee shall be excused from duty and paid at his or her regular rate for the hours he or she was scheduled to work.

5. Call-Out Pay.

a. Any **full-time** employee called back to work outside his or her regular shift on a scheduled work day, shall be paid for a minimum of two (2) hours at the

rate of time-and-one-half (1-1/2), provided that an employee required to begin his or her shift early shall not be eligible for this minimum.

b. Any part-time employee called back to work outside his or her regular shift on a scheduled work day shall be paid for a minimum of two (2) hours at either the flat time or overtime rate or a combination thereof; provided that an employee required to begin his or her shift early shall not be eligible for this minimum. Overtime shall be paid for the hours over eight in a work day.

c.[b+] Any full-time employee normally scheduled for forty (40) hours per week called to work on any day other than his or her regularly scheduled work day shall be paid for a minimum of one-half (1/2) his or her normal work shift at the appropriate overtime rate.

d. Any other employee called to work on any day other than his or her regularly scheduled work day shall be paid for a minimum of four hours at the flat time or at the overtime rate for hours in excess of forty (40) in the work week.

6. Overtime.

a. 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:

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(1) In excess of eight (8) hours in any work day for a five-day-a-week employee.

(2) In excess of ten (10) hours in any work day for a four-day-a-week employee.

(3) In excess of forty (40) hours in any work week.

b. All work performed on a full-time employee's scheduled second or third day of rest will be paid at the rate of two (2) times the employee's regular rate of pay, provided that an employee who has refused to work a full shift on the employee's first scheduled day of rest will be paid at the rate of one-and-one-half (1-1/2) times his or her normal rate.

c. When computing overtime, paid holidays and leaves with pay taken during the work week shall be considered as time worked.

d. Overtime work shall be distributed as equally as practicable among employees working within the same job classification within each work unit providing they have indicated in writing a desire to work overtime to their supervisor.

e. There shall be no discrimination against any employee who declines to work overtime.

Overtime work shall be voluntary except in cases where the public health, safety and welfare may be jeopardized. An employee required to work any second successive weekend shall be compensated at the rate of two (2) times his or her normal hourly rate for the first day and two and one-half (2 1/2) times his or her normal rate for the second day.

f. Employees working unauthorized overtime may be subject to discipline.

g. Employees shall not be required to suspend work during regular hours to avoid overtime.

h. Compensatory time may be used by agreement between the County and the employee with the following limitations. Specifically, in lieu of overtime pay, an employee may elect to receive compensatory time off equal to the applicable overtime rate for each hour of overtime worked, provided:

- The maximum allowable accumulation of compensatory time off shall be eighty (80) hours.
- Compensatory time off may be used at the discretion of the employee with the supervisor's consent.

- In the event the employee terminates for any reason, accrued compensatory time shall be paid off in cash to the employee or his or her heirs. [~~as-designated-on the-life-insurance-enrollment card.~~] |
- **Flexibility during the work week made at the employee's request is not subject to this section and is solely governed by Article 13.7.b.**

7. Shift Differential.

The County and the Union recognize that a work week may contain three different shifts: day, swing, and graveyard. The County agrees to pay the following shift premium pay in addition to the established wage rate:

a. An hourly premium of forty cents (40¢) to employees for all hours worked on shifts beginning between the hours of twelve (12) noon and seven (7) p.m.; or

b. An hourly premium of fifty cents (50¢) to employees for all hours worked on shifts beginning between the hours of seven (7) p.m. and six (6) a.m., provided that the employee was not called in early to a shift normally scheduled to begin after six (6) a.m.; or

c. An hourly premium of fifty cents (50¢) to employees for all hours worked in the work week while assigned to a relief shift.

d. When computing the overtime rate due an employee receiving shift differential pay, such pay must be included in the overtime rate.

e. Employees are not entitled to shift differential pay for a single shift change that is done by the request of and for the benefit of the employee.

f. Shift differentials shall continue to apply to all hours paid including sick leave or vacation hours if they occur during the employee's normally scheduled shift.

8. Relief Shift.

A relief shift occurs when an employee's work week does not contain four (4) like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four (4) graveyard shifts. Employees assigned to a relief shift schedule are exempt from the provisions of Article 13, paragraph 3; however, such employees must be given at least a twenty-four (24) hour notice of shift assignment.

9. Promotional Increase.

An employee who is promoted shall be paid at the salary step in the new salary range not less than a one step increase, or in the first step of the new range, whichever is greater; but, in no case shall the salary increase exceed the maximum step of the new salary range.

10. Working in a Higher Classification.

Whenever an employee must be replaced by another employee(s) for a period of one (1) full shift and such employee(s) assigned to perform the work is normally assigned to work in a lower classification, that employee(s) will be paid for all shifts worked at the rate assigned to the higher classification in the appropriate step according to the promotional policy outlined in Article 14 of this Agreement with maximum compensation of fifteen (15%) over his or her current hourly rate, if the employee(s) in fact performs a majority of the principal duties of the higher classification. **The "current hourly rate" for purposes of this section shall include premium pay or differential pay. This payment rule shall also apply to replacement of supervisory employees, except in such instances in which the employee is formally given a written temporary appointment, in which case the Personnel**

Rule governing promotions shall apply. Time spent working in a higher classification will be given credit as on-the-job training for any promotional examination.

11. Auto Allowance and Compensation.

Auto allowance and compensation shall be paid pursuant to Addendum G.

12. Deferred Compensation Plan.

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee.

13. Payments in Error and Payments in Violation of Contract.

a. Knowing Receipt

Any employee knowingly receiving unauthorized payments, or payments in error due to clerical, technical, or computer error has the obligation to call such error to the attention of his or her supervisor. Failure to do so may result in disciplinary action. Such payments are fully recoverable if the County presents the employee with a demand for repayment.

b. Unknowing Receipt

Any unauthorized payments or payments in error due to clerical, technical, or computer error are

fully recoverable if the County presents the employee with a demand for repayment within sixty (60) days of the date of the error.

c. Repayment to the County

The County will upon request make every effort to recover over payments specified in "a." or "b." above, by payroll deduction over a reasonable period of time as determined by the Labor Relations Manager.

d. Repayment to the Employee

In any instance where an error occurs which results in a negative impact on the employee, upon notification by the employee within sixty (60) days of the error, and verification by the payroll division, payment in correction of the error shall be provided within twenty-four (24) hours.

~~[14. On-Call-Pay.~~

~~Employees-on-a-regular-work-schedule-who-are
placed-on-"stand-by"-duty-beyond-their-regularly-scheduled
work-day-or-work-week-and-are-assigned-an-answering-device
for-stand-by-purposes,-shall-be-allowed-compensatory-time
off-at-the-rate-of-one-(1)-hour-for-each-eight-(8)-hour
period-they-are-on-stand-by-status-]~~

14. Voluntary Standby Pay

Employees on a regular work schedule may volunteer to be placed on "standby" duty beyond their regularly scheduled workday or workweek and may be assigned an answering device for standby purposes to avail themselves of the opportunity to receive additional pay. Any such employee on voluntary standby status may refuse to report if called.

15. Red Circled Employees.

For purposes of general compensation administration, as well as implementation of the Compensation and Classification ("Pay Equity") provisions of this Agreement, a RED CIRCLED EMPLOYEE shall remain at his or her current pay rate until the top step of the employee's pay range exceeds the RED CIRCLED rate at which time he or she shall be paid at the top step rate.

ARTICLE 15

ANNIVERSARY STEP INCREASES

1. Permanent employees not at the maximum of their salary range shall receive a step increase on their anniversary date, i.e., upon the completion of one year of active service at the current step.

2. The anniversary date of an employee reappointed from a layoff list or returning from a leave of absence without pay that exceeds thirty (30) calendar days shall be readjusted so that the time absent shall not count.

3. Anniversary dates for employees as of January 1, 1982, shall be in accordance with the document titled, "Seniority and Anniversary Dates of Local 88 General Employees Bargaining Unit", which is incorporated as a part of this Agreement by reference, except as adjusted for time served subsequent to December 31, 1981 in accordance with the terms of this Agreement.

4. **Effective July 1, 1992, a**[A]nniversary dates |
for part-time employees shall be readjusted so that work
performed during part-time status **prior to July 1, 1992**
will be credited and counted on a half-time basis [-]; |
time served on

July 1, 1992 and thereafter in part-time status will be credited and counted on a full-time basis for anniversary step increase purposes in accordance with the seniority provisions of Article 21.

ARTICLE 16

PENSIONS

1. PERS Membership.

Employees shall be eligible for participation in the Public Employee's Retirement System (PERS) pursuant to ORS 237 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 237.051.

2. Sick Leave in Application to Final Average Salary (PERS).

In accordance with the terms of ORS 237.153 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.

3. PERS Pick-up.

The County shall "pick up" the employee contribution to PERS as permitted by ORS 237.075.

4. In-Lieu-of Retirement.

Each such permanent employee who elected not to participate in PERS at the time of integration shall

continue to receive from the County the amount of twelve and four/tenths percent (12.4%) of gross bi-weekly salary in lieu of employer retirement contributions. It is specifically intended that this in-lieu-of retirement contribution payment be used to build an investment/savings program for post-retirement use.

5. Corrections Counselor, Police and Fire Pension Study

During the course of the bargaining process leading to the current Agreement, it became clear that there were not only policy differences but legal and financial differences regarding the possibility or wisdom of extension of Police and Fire Pension benefits to Corrections Counselors as proposed by the Union. To deal with these technical impediments to the bargaining of this matter, and without prejudice to the County's position of resisting such an extension on its merits, the County agrees to perform a legal and financial study of this matter to be presented to the Union no later than January 1, 1995.

6. Retiree Medical Insurance

a. 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.

b. Except as otherwise provided by this section, retirees may continue to participate in the County medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

c. To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be permitted to choose between the same plans under the same conditions and at the same time as apply to members. Retirees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative procedure to the same extent and at the same time as are members.

d. The retiree shall be responsible for promptly notifying the Benefits Manager (Employee Services Division, Dept. of General Services), in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

e. The following terms related to benefit payments, service, and age requirements shall also apply:

(i) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

(1) five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or

(2) ten (10) years of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or

(3) ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

(ii) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement; provided, however that employees employed on or before July 1, 1992, who are eligible for PERS regular retirement with 30 years of PERS service and twenty (20) years of County service shall be eligible for County payment of half the medical premium without waiting until age fifty-five (55).

f. Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under subsection "e" of this section.

g. Part-time service in a regular budgeted position shall be prorated as half for purposes of the service requirements under subsection "e" of this section. (For example, part-time service for two (2) months would equal one (1) month toward the applicable service requirement.)

h. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the member's medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if it is received by the County's collection agent each month at least thirty (30) days prior to the month for which the resulting coverage will

apply. The Employee Services Division shall inform the retiree at the time he or she signs up for continued medical insurance coverage of the identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

1. In the event County medical insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional costs to the County shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlay by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to 40% of premium so that net County costs will remain unchanged.)

ARTICLE 17

DISCIPLINARY ACTION

1. Employees may, in good faith for cause, be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, dismissal, or any combination of the above; provided, however, that such action shall take effect only after the exempt supervisor gives written notice of the action and cause to the employee and mails written notice to the Union. This notice provision shall not apply to oral reprimands.

2. Cause shall include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, or failing to fulfill responsibilities as an employee.

3. Any permanent, non-probationary employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps I and II only of the grievance procedure set out in Article 18.

4. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to formally grieve ten (10) working days after the effective date of the disciplinary action.

5. If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

6. Nothing in this contract shall be construed to abridge any employee's constitutional or civil rights. Employees have the right to Union representation. If the employee so desires, he or she shall be afforded Union representation.

ARTICLE 18

SETTLEMENT OF DISPUTES

1. Grievance Procedure.

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I: After first attempting to resolve the non-disciplinary grievance informally, the employee or Union may submit a written grievance to the employee's immediate supervisor within ten (10) working days of the alleged contractual violation. Grievances related to discipline may be presented in writing to the employee's immediate supervisor any time within ten (10) working days after the effective date of the disciplinary action. If, at the time of the alleged violation, the employee or his or her representative is unaware of its occurrence, a grievance may be presented in writing within ten days of the time the employee first has knowledge or should have had knowledge of its occurrence. Employees are encouraged to discuss with their immediate supervisor all alleged contractual violations before filing written grievances. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The Section or Division Manager shall then attempt to adjust the matter and respond, in writing, to the employee or to his or her representative within five (5) working days.

Step II: If the grievance has not been answered or resolved, it may be presented by the employee or by his or her representative to the Department Director within ten (10) working days after the response is due from the Section or Division Manager. The Department Director shall respond to the employee or to his or her representative, in writing, within ~~[five-5]~~ ten (10) working days.

Mandatory Meeting. There will be a mandatory grievance meeting at Step I or II to formally discuss each grievance filed under this Agreement. Unless mutually waived by the parties, in attendance at the meeting will be:

- The employee;
- The manager or supervisor designated by the County; and
- The steward or other Union Representative.

If the grievance is a class grievance, a representative employee shall be in attendance.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the employee or by his or her representative to the County Chair, or to his or her designee(s), within ten (10) working days after the response of the Department Director is due. The County Chair, or his or her designee(s), shall respond in writing to the employee or to his or her representative within ten (10) working days.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within ten (10) working days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party. ~~[Upon receipt of the request for arbitration, the grievance shall be placed on the agenda of the Employee Relations Committee for review.]~~

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon State Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual

agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The parties agree that no less than five (5) days prior to any scheduled arbitration hearing, they will mutually exchange copies of all exhibits intended to be offered at the hearing, except the work product of any attorney or authorized representative involved.

No less than five (5) days prior to the scheduled arbitration, the parties shall submit to the designated arbitrator a signed stipulation of the issue before the arbitrator. In the event the parties are unable to stipulate the issue in dispute, each party shall, not later than four (4) days prior to the scheduled arbitration, submit to the arbitrator and the other party a signed statement of the issue that party asserts is in dispute.

The arbitrator shall be requested to begin taking evidence and testimony within twenty-five (25) days after submission of the request for arbitration; and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. The arbitrator's decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the Section or Division Manager and it shall state the effective date of the award.

Expenses for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Stewards and the Processing of Grievances.

a. Employees selected or elected 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 during the life of this Agreement, shall be certified in writing to the County by the Union within thirty (30) days of the signing of the contract. Any additions or deletions to the stewards' list will be provided to the Labor Relations Manager within thirty (30) days.

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.

Employees meeting with their steward to process a grievance will also be permitted to do so without loss of pay during working hours. 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.

b. An assistant chief steward shall be assigned for each Department by the Union. When there is no steward assigned to the grievant's work area, the assigned assistant chief steward may be contacted and may process a grievance in accordance with Section "2.a." above.

c. Departure from the established Grievance Procedure outlined in this Article by any employee shall automatically nullify the Union's obligation to process the grievance.

ARTICLE 19

CONTRACT WORK

1. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or sub-contracting work when such was anticipated and considered as a part of the budgeting process and when the Union Business Representative and/or President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications.

2. The County agrees to meet with the Union to discuss the effect of proposed contracting out or sub-contracting prior to the presentation of the proposal to the County Chair or Board for formal action.

3. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made to open

vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Union agrees to assist the County in minimizing the impact on such affected employee(s).

4. The County further agrees to notify Local 88 Business Agent and/or President whenever ~~[the-County]~~ **the Board of County Commissioners formally** contemplates entering into an Intergovernmental Agreement(s) with another public employer **which would transfer employees to or from the County.** The County also agrees to provide Union with a specific plan and its probable impact relative to Intergovernmental Agreements **involving employee transfer** when such Agreements are anticipated, at least thirty (30) days prior to formal Board consideration of budget modifications or Board's approval of the annual budget that is to be submitted to the Tax Supervising and Conservation Commission.

ARTICLE 20

WORKLOAD AND STANDARDS.

[PRODUCTIVITY,] TRAINING, AND

PERFORMANCE EVALUATION

[1- Objectives-

It-is-the-parties'-purpose-to-continue-the
efficient,-effective,-and-courteous-delivery-of-services
to-the-public-by-the-County-

2- Responsibilities-of-the-Parties-

The-parties-agree-that-it-is-

a- Management-Responsibility-to-meet
accepted-standards-of-public-administra-
tion,-to-select-work-projects-and
goals,-to-establish-and-maintain-super-
visory-controls-and-standards,-and-to
establish-and-maintain-a-personnel
system-that-meets-merit-system-princi-
ples-

b- Union-Responsibility-to-continue
assisting-in-efficiency-and-high-produc-
tion-quality,-to-continue-assisting-in
strict-adherence-of-all-safety-rules
and-regulations,-and-to-cooperate-in
the-implementation-of-educational-and
advance-skill-training-programs-]

[3- Standards-

The-employee's-supervisor-may-establish
reasonable-job-performance-standards,-and-may,-from-time
to-time,-revise-them-]

1. 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.

2.[4+] Employee Development and Training. |

To further the above objectives, the parties agree that:

- a. The County may
 - (i) Develop and implement its own development and training programs;
 - (ii) Obtain and implement development and training programs to be conducted by person(s) other than the County.

(iii) Temporarily change an employee's work assignment for a period not to exceed ninety (90) work days, without posting, so that such employees can participate in training provided under this section.

Training assignments anticipated to exceed ninety (90) working days shall be deemed a vacancy, subject to the applicable provisions of Article 22 of this agreement.

b. Any time an employee is required 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.

c. The County shall notify the Union and post on the bulletin boards in affected sections, available employee development and training programs provided under subsection "a" of this section. Such notice shall contain a statement of the purpose and objectives of the program.

d. The County will reimburse an employee for the cost of tuition for any course of study taken on

the employee's own time which is directly related to the employee's current position and will result in improved job performance. In lieu of tuition reimbursement, the County may provide time off with pay so an employee may attend courses which are directly related to the employee's current position and will result in improved job performance.

The following limitations shall apply to this subsection:

(i) All tuition reimbursement or paid time off in lieu of reimbursement shall be subject to the County's budgetary limitations and stated managerial priorities. Within managerial priorities, selection of employees will be based on reasonable job related criteria.

(ii) Employees shall apply for approval of the request or paid time off at least thirty (30) days prior to the proposed enrollment or as soon as the employee becomes aware of the training opportunity.

(iii) If approved prior to enrollment, the County will make reimbursement within

thirty (30) days after proof of satisfactory completion of the course.

3.[5+] Employee Rotation Plans. |

To further employee development or motivation, the County may rotate employees in the same classification between job assignments in a work unit or work units without application of the terms of Article 22, 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.

4.[6+] 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.

ARTICLE 21

SENIORITY AND LAYOFF

1. 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) For purposes of determining length of service prior to July 1, 1975, an interruption of employment of fourteen (14) months or less shall constitute continuous service, in addition to those individually documented cases already approved by the Board of County Commissioners, the County Chair or Labor Relations Manager.

(3) For purposes of what constitutes a break in employment after July 1, 1975, continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

c. Promotional Line: Refers to a classification series in the same occupational field in which service in the lower classification qualifies the employee for the higher classification.

d. Bumping: The displacement of the least senior regular employee by another regular employee with more seniority within the classification.

e. Equivalent Classification: Refers to matching by the Personnel Officer of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.

f. 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.

2. Seniority

a. Seniority will be determined as follows~~[,--except--where--modified--by--collective--bargaining agreements]:~~ |

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(1) The total length of continuous service within the affected job classification and its equivalent within the County; if a tie occurs, then

(2) Total length of continuous service within the affected department; if a tie occurs, then

(3) Total length of continuous service within the County; if a tie occurs, then

(4) It shall be broken by lot in a manner to be determined by the Employee Services Division.

b. In computing seniority for regular employees, the following factors will be taken into account:

(1) Part-time work within the same or equivalent classification will count on a half-time basis[+] for time served prior to July 1, 1992 and on a full-time basis on July 1, 1992 and thereafter.

(2) Time spent in an abolished classification that has a current equivalent will count toward seniority in the equivalent classification.

(3) Time on authorized leave taken with pay will count.

(4) After July 1, 1975, time spent on authorized leave without pay that exceeds 30 calendar days will not count.

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(5) Within the same classification, time spent in temporary employment status after December 31, 1981, shall be taken into account. Subsequent temporary[~~-, limited-duration, and provisional~~] time shall be taken into account in the following manner:

(a) Such time shall count toward length of service within the County and within the Department in which such time was served.

(b) For time in job classification, such time shall count toward the immediately previous classification.

(6) Time spent on layoff will not count.

(7) Time spent in a trainee capacity, e.g., PEP, WIN, CETA or other state or federal trainee programs, will not count.

(8) Time spent in classification of previous government service will count if the employee is transferred in accordance with ORS 236.610 through 236.650.

(9) Seniority shall be forfeited by discharge for cause or voluntary termination after July 1, 1975.

(10) Time spent on a probationary period that is not completed will count toward the previous class, if any.

(11) Time spent in all higher classifications and their equivalents within a promotional line shall be combined with time spent in the present classification and its equivalents to compute seniority.

(12) For purposes of determining length of service within a department, time spent in any organizational unit which became a part of the department through County reorganization and transfer shall be included.

3. Layoff Rules

a. Layoffs will be identified by classification within the affected department. Employees holding positions within the affected classifications may be subject to demotion, transfer, or layoff in inverse order of seniority.

b. Within a classification and department, temporary, probationary, and other employees who do not have classified status will be laid off before employees with classified status. Employees without status who are

laid off will not be placed on layoff lists and do not have bumping rights.

c. An employee who has not completed a probationary period following promotion and is subject to layoff shall be returned to the position previously held.

A regular employee who has been given a temporary or unclassified appointment and is subject to layoff shall be entitled to exercise his or her previously accrued seniority under the guidelines of these rules.

d. Transfer to a classification with a higher maximum salary is a promotion and shall be accomplished by normal appointment procedures.

e. A regular employee who is subject to layoff may transfer to a lower classification in the same promotional line or to a classification previously held or its equivalent, provided: a) a vacancy exists, or b) if no vacancy exists, the employee has more seniority than an employee in the lower classification.

f. No employee shall have any rights over another employee working under permanent appointment in another department.

g. No employee may demote or transfer to a position unless he or she is qualified to perform the duties of that position. Employees may be denied transfer or demotion rights otherwise available under these rules only if they lack knowledge, skills or abilities required for the position that are not easily learned on the job within the normal orientation period. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions.

h. Where options are available, filling a vacant position will take precedence over bumping another employee. Where bumping is necessary, the following guidelines will apply:

(1) If only full-time employees are allocated to the classification, the least senior employee will be bumped.

(2) If only part-time employees are allocated to the classification, the least senior employee will be bumped.

(3) If both part-time and full-time employees are allocated to the classification:

(a) A full-time employee will bump the least senior full-time employee. If the affected employee is the least senior full-time employee, he or she shall, if more senior, bump the least senior part-time employee.

(b) A part-time employee who is willing to become full-time and is more senior, shall bump the least senior full-time employee. If unwilling to become full-time, the part-time employee shall bump the least senior part-time employee.

i. Where multiple vacancies are available and there is disagreement as to which vacancy an employee should fill, the following guidelines will apply:

(1) Vacancies in the employee's current section or organizational unit will take precedence; if none are available, then

(2) Vacancies in the employee's current division; if none are available, then

(3) The Department Director will designate the appropriate vacancy among those in the other divisions within the department.

j. Employees may transfer to a vacancy in another department under the provisions of **the Personnel Rules, Rule [03-500] 15, Transfer and/or ARTICLE 22, SHIFT 1 AND WORK ASSIGNMENT.**

4. Layoff List/Demotion in Lieu of Layoff

a. Employees, and their bargaining agents, who may be subject to layoff or demotion in lieu of layoff shall be notified in writing at least fifteen calendar days prior to such action. The notice shall state the reason for the action and shall further state that the action does not reflect discredit on the employee.

b. Employees who are subject to layoff and are offered transfer and/or demotion options will indicate their preference within three working days of receipt of notice of the options. Failure to do so will be deemed an agreement to accept layoff.

c. Names of employees who are laid off or demoted in lieu of layoff will be placed on the layoff list, according to seniority, for the classification(s) held during the bumping and layoff process and any lower classification(s) in the promotional line.

d. Employees who accept lateral transfers or elect to retire will not be placed on layoff lists. Employees who accept a demotion in lieu of layoff will be placed on the layoff list for the classification(s) from which they demoted.

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e. Upon demotion in lieu of layoff, non-exempt employees will receive the rate of pay in the lower salary range that causes the least reduction in salary. No demoted non-exempt employee shall receive an increase in pay. The employee's anniversary date for salary increases will be the date of demotion.

f. Employees are entitled to have their names remain on a layoff list for twenty-four months from the date of layoff or demotion in lieu of layoff. Employees will be removed from the layoff list only under the following circumstances:

- (1) Upon written request of the employee; or
- (2) Upon election to take retirement status; or
- (3) Upon acceptance of permanent reappointment from the layoff list; or
- (4) Upon declining an offer of permanent reappointment; or
- (5) Upon failure to receive a response to a certified letter sent to the employee's last known address within fourteen days of its having been mailed.

5. Reappointment

a. Employees on a layoff 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. Eligibles on a layoff list shall be offered appointment to vacancies, in order of seniority, except in the following cases:

(1) The employee lacks a specific skill or knowledge required for the position that is not easily learned on the job within the normal orientation period. 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 layoff list for certification to other vacancies during his or her term of eligibility.

(2) Failure to select 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.

b. Upon reappointment from a layoff list, a non-exempt employee shall receive the rate of pay in effect at the time of reappointment for the step the

employee was on when demoted or laid off, except that no reappointed non-exempt employee shall be reduced in pay. The anniversary date of a reappointed non-exempt will be adjusted so that the time spent on layoff or in a lower level classification will not count.

6. Seniority Application

a. The above terms for determination of seniority shall apply not only to layoff, but also to other situations in which seniority is applied.

b. For purposes of vacation bidding, the employee's original date of hire with the County pursuant to Section "2. b." of this Article, shall be used to determine vacation selection in accordance to Article 8, Section 6.

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.

e. Employees may protest their seniority calculation for time served subsequent to ~~[December 31,~~ |
~~1981]~~ **November 30, 1990**, through the grievance procedure |

outlined in this Agreement only if ~~[they-can-prove]~~ their seniority date materially and adversely impacts them.

However, the "materially and adversely" standard shall not apply to new lists showing seniority within the County and seniority within classification which shall be provided to the Union and posted on all Union bulletin boards on or about November 15 and April 15 of each fiscal year, beginning in FY 92-93. Employees may protest their seniority calculation on any new list through the grievance procedure, provided that they file at Step 3 a formal written grievance within thirty (30) days of the date the list is posted. If no grievance is filed within that time, the seniority calculation is deemed correct. With the April 15, 1993 posting and thereafter, a grievance may be filed only with respect to seniority accrued since the prior list. Seniority calculations for time served prior to ~~[January-1,-1982]~~ December 1, 1990, is not subject to the grievance procedure.

f. Calculation of seniority for time served prior to ~~[January-1,-1982]~~ December 1, 1990, shall be in accordance with the document ~~[entitled-"Seniority and-Anniversary-Dates-of-Local-88---General-Employees Bargaining-Unit",-which]~~ given to the Union on April 2, 1992, with hand written corrections noted, which is a

"Seniority List (adjusted through and including November 30, 1990)" and which was shared during the bargaining process. This list is incorporated as a part of this Agreement by reference~~[+]~~ with those further corrections mutually agreed to as part of the bargaining process as specified in Section 9 below. The computation of seniority for time served subsequent to ~~[December 31, 1981]~~ November 30, 1990, shall be in accordance with this Article~~[+]~~, specifically as interpreted by the County in its preparation of the November 30, 1990 list. However, effective the execution date of this agreement the rule involving the application of temporary time to employees permanently appointed on or after the execution date of this agreement shall be as follows:.

(1) All continuous, contiguous service prior to the time of permanent appointment in a position which has been classified or formally labeled the same as the classification to which the employee is appointed shall count.

(2) All continuous, contiguous time served as a "Temporary Worker" shall count if it is substantially the same as the classification to which the employee is permanently appointed. The determination of whether the duties were "substantially the same" must be a reasonable one on the part of the County.

(3) No other temporary [~~or-on-call~~] time shall count. The determinations specified in 1 and 2 above shall be communicated by the Employee Services Division to the employee within sixty (60) days of the date of permanent appointment. The employee shall have ten (10) working days from receipt of this determination to mail an appeal. If no appeal is received, the determination shall stand.

7. Seniority of and Bumping by Exempt Employees

The only exempt 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 General Employees Bargaining Unit, or in a classification which subsequently became part of this unit. Only time served in Classified exempt and nonexempt status shall apply for bumping purposes. Notwithstanding rules which may have applied in the past, this rule shall also govern employees in the Department of Library Services.

8. 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 in lieu of layoff or demotion is placed in a classification not previously held or outside his or her promotional line shall be subject to a trial service period of three months to demonstrate his or her ability to perform or fulfill the requirements of the new classification. Any employee who in the opinion of the County is unsuccessful during this three month trial service period will be removed from their new classification and placed on the appropriate layoff list. Such an employee shall continue to be eligible for placement under the provisions of this section as long as alternative employment opportunities are being explored by management for affected employees.

9. Settlement of Grievances

The parties recognize that there were a number of seniority grievances outstanding as of the execution date of this Agreement. All such seniority grievances are deemed settled on a without prejudice or precedent basis except as may be specified in the terms of this Agreement in accordance with the terms and conditions specified in a letter from Multnomah County to the Union dated August 25, 1992, Subject: Terms and Conditions of Settlement.

ARTICLE 22

SHIFT AND WORK ASSIGNMENT

1. 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;

d. When an employee is on unpaid leave that will exceed thirty (30) working days.

2. Shift/Work Assignment.

Whenever there is more than one shift or work assignment within the same job classification within a work unit, 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. If the work assignment is permanent, 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. If the work assignment is temporary, the vacancy may be filled on the basis of seniority, expressions of preference or by other job-related criteria established by management. For purposes of the assignment to vacancies detailed above, a temporary vacancy shall be a work assignment which is determined by management to be for a duration of not longer than six (6) months. At the conclusion of such temporary work assignment, an affected employee shall be returned to the work assignment from which he or she came.

d. 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 the work unit. Involuntary changes in shift assignment shall require ten (10) working days' advance written notice to the affected employee.

e. When a new work assignment with substantially different duties is created, it shall be posted for ten (10) calendar days to permit employees to indicate their preference for the assignment.

f. When disputes arise about what constitutes a work assignment or work unit in Section 2, above, the parties agree to meet and confer to resolve the dispute pursuant to Article 24, Section 7.

3. Transfers.

Following the work assignment process within a Department, w[hen] the Employee Services Division receives a request to fill a position in a classification, if the classification is utilized elsewhere in the County, the three most senior employees in the same classification who are qualified for and interested in the specific position shall be interviewed for the vacancy, provided they have requested consideration for a transfer [appropriately-in-writing] as required under Personnel Rule 15.

4. Trial Periods.

Upon appointment to a new permanent work assignment, including transfers, the employee will serve a trial period of ninety (90) working days to demonstrate his or her ability to fulfill the requirements of the

assignment. If the employee does not satisfactorily fulfill the requirements of the assignment, such employee will be returned to his or her previous work assignment. Such determination of satisfactory performance within the ninety (90) day trial period will be made by management.

5. List of Work Units.

In order to assist the Union in enforcing the terms of the Agreement both in this Article as well as in others, the County will provide no later than April 1 of each fiscal year a comprehensive listing of all work units within the County by Department.

ARTICLE 23

GENERAL PERSONNEL PROCEDURES

1. Personnel Rules.

Future changes to ~~the~~ [p]Personnel [r]Rules | will be submitted to the Union for review and recommendation prior to their adoption.

2. Reclassification.

a. The County shall maintain a procedure for employees to initiate reclassification reviews. Employee-initiated requests for reclassification shall be forwarded by the employee's supervisor to the Employee Services Division within fifteen (15) days and the Employee Services Division shall respond to the employee within forty-five (45) additional days. A photocopy of all reclassification requests within the bargaining unit shall be sent to the Union upon receipt of such requests by the Employee Services Division.

b. Disputes about the appropriateness of reclassification of employees by management or denial of employee initiated requests for reclassification may be appealed at Step III of the grievance procedure set forth in Article 18 of this Agreement.

c. If in such cases, Step [IV] V of the grievance procedure is reached, the arbitrator shall be limited to deciding if the employee's principal duties fall within the classification to which he or she is allocated by the County. In the event evidence leads the arbitrator to conclude the grievant's principal duties do not properly fall within the classification to which he or she is allocated, the arbitrator shall direct the County to reallocate the grievant to another appropriate existing classification. If no such classification exists, the arbitrator shall direct the County to establish an appropriate new classification. The arbitrator shall have no authority to modify a classification or establish a new classification.

3. Wage Rates for New Classifications.

a. When any classification not listed in Addendum A is established, or when an existing classification is substantially revised, the County will:

- (1) Subject the new classification or the substantially revised classification to the same point evaluation as is provided for in the consultant's response to RFP

#8PO395. The point results of such an evaluation may be subject to arbitral review by the Union before the Permanent Classification Arbitrator. The point evaluation shall be affirmed by the arbitrator unless the arbitrator determines that the points allocated were not reasonably related to the available data given the point system utilized. In such event the Arbitrator may, as appropriate:

- (a.) Order more information to be obtained or re-analysis to be performed prior to the County designating a new point value; or
- (b.) Based exclusively on the accepted system, designate a point value based on the record of hearing.

- (2) The top of the pay range established by the County for any new classification shall be no more than 12.28% above the Policy Pay Line (1.1228 PPL) or below (0.8772 PPL) the top rate which would have resulted from application of the pay policy line to the new classification, as adjusted by pay raises subsequent to the original pay line, pursuant to the points resulting from "(1)" above and the technical rules.
- (3) Within the specific restrictions provided in "(2)" above, referred to by the parties as the "Zone of Equity," the County shall establish a wage rate for any new or substantially revised classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications in Addendum A.

(4) The County may, at its discretion, establish a range higher than that which would be contractually mandated by "(1)" - "(3)" above, and which would be over the range resulting from the restrictions of the "Zone of Equity," in instances in which the Employee Services Division, based on substantial evidence, deems such higher rate to be required by the market to attract and retain the desired quality of workforce in a particular classification.

b. Upon setting a wage range for the new classification, the County shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the County's notice, notify the County's designee for labor relations of its desire to enter into discussions concerning the wage range for the new classification.

c. In the event the parties are unable to agree upon a reasonable wage range, the dispute will be resolved through Step IV of the grievance procedure in Article 18 of this Agreement. The arbitrator in such cases shall be limited to:

(1) Affirming that the range established by the County satisfies the criteria set forth in paragraph "a." of this section, or

(2) Specifying the parameters within which a range would satisfy the criteria. The arbitrator's decision shall be final and binding and shall be retroactive to the effective date established in the County's notice as provided in paragraph "b." of this section.

4. Permanent Arbitrator.

Owing to the expertise required in development and maintenance of comprehensive classification and pay systems, the parties agree to maintain William H. Dorsey as arbitrator for disputes arising under Sections 2. and 3. of this Article. The parties will select and notify a qualified alternate arbitrator who shall serve if Mr. Dorsey is absent or unable to serve.

5. Consolidation, Merger, Acquisition of Positions.

a. The County and the Union recognize the provisions of ORS 236.610 through 236.650 in the event an employee of the County is transferred to another public employer as defined under ORS 236.610(2) for reason of merger, consolidation or cooperation agreement.

b. All employees acquired by the County as a result of merger, consolidation, cooperation agreement, or acquisition of a facility, shall be entitled to all rights and benefits granted employees under this agreement and ORS 236.610 through 236.650.

6. Personnel Records and Information.

a. An employee or his or her representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative shall be given a copy of any materials in the employee's personnel file.

b. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

c. Except as provided below, an employee may request and have removed from his or her personnel file any letter of reprimand more than two (2) years old.

d. All derogatory material resulting in disciplinary action which are four (4) years old or more shall be removed from the employee's personnel file and destroyed.

e. For purposes of this section, "personnel file" shall refer to the formal file of personnel documents maintained by the Employee Services Division and/or by the employee's department or division.

ARTICLE 24

GENERAL PROVISIONS

1. No Discrimination.

a. General. 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, or political affiliation. It is further agreed that there will be no discrimination against a person with a disability [handicapped] unless bona fide job related reasons exist as provided by the **Americans with Disabilities Act and rules promulgated under its terms.** The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

b. Union Related. The County and Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or any County representative against any employee because of Union membership or employee activity in an official capacity on behalf of the Union, or for any other cause **related to participation in the Union.**

2. 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 [handicapped] persons **with disabilities**, racial minority persons, persons having certain religious preferences or sexual orientation, or persons of a certain national origin.

b. Sexual Harassment Prohibited. [More-
over,] [n]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 that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

3. Bulletin Boards.

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

4. Visits by Union Representatives.

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

5. Rules.

a. All future work rules shall be subject to discussion with the Union before becoming effective.

b. Within sixty (60) days of the signing of this Agreement, the County will provide sufficient copies to the Union to allow distribution to each member of the bargaining unit.

c. The County will provide new employees a copy of the Agreement and applicable rules at time of hire.

d. The County agrees to furnish each affected employee in the bargaining unit with a copy of all changes to work rules within thirty (30) days after they become effective.

e. Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure beginning at Step III.

f. Except in emergencies, all future work rules shall be posted on bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

6. Changes in Existing Conditions.

a. For the purpose of this Agreement, the term, "existing working conditions," means practices which have been:

- (1) consistent;
- (2) clearly acted upon; and
- (3) readily ascertainable over a reasonable period of time as mutually accepted by the parties.

b. Existing working conditions shall be changed only after the Union has been afforded opportunity to make suggestions and shall not be for arbitrary or capricious reasons. The County shall post changes in existing working conditions prominently on all bulletin boards for a period of not less than fourteen (14) calendar days before the changes are to be effective.

c. Disputes regarding the change of existing working conditions shall be resolved through the grievance procedure beginning at Step III.

d. No payment of monies made in error, or not authorized by proper authority, shall be considered an existing condition. Such payments shall be governed by Article 14, Section 13.

e. Conditions relative to and governing working conditions of a particular nature are contained in Addenda D through [H] K to this Agreement, which are attached and by this reference made a part hereof as though fully set forth herein.

7. Employee Relations Committee Meetings.

To promote harmonious relations and to provide internal communications, the Union and the County will maintain an Employee Relations Committee consisting of [~~five-(5)~~] **six (6)** representatives from each party. The Committee will establish regular [~~monthly~~] **quarterly** meetings during normal working hours and will so schedule such meetings as far as practical to avoid disruptions and interruptions of work. Employees attending such meetings shall do so without loss of pay. The Committee shall discuss any matters pertinent to maintaining

good employer-employee relationships [~~including-but-not~~ |
~~limited-to-grievances,-work-rules,-work-loads,-employee~~ |
~~morale,-safety,-and-communication~~]. |

8. Contract Negotiations.

a. The Union's Negotiating Team shall consist of not more than [~~eight-(8)~~] **nine (9)** members, |
[~~seven-(7)~~] **eight (8)** of whom may be employees. County |
employees participating in such negotiations will be
allowed to do so without loss of pay.

b. 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.

c. Resource people may be called upon to make statements and answer questions at the negotiating meetings, but will not be permitted to be present after their statement and any questions are concluded. Such attendance for the Union by a bargaining unit employee shall be on the employee's own time.

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

9. Uniforms and Protective Clothing.

If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing, or protective device shall be furnished by the County; the cost of ~~[maintaining]~~ **initial tailoring and repair of** the uniform | or protective clothing, or device ~~[including initial tailoring,]~~ | shall be paid by the County, in accordance | with the current practice.

All heavy equipment operators, when required to service heavy equipment on the job, shall be provided coveralls laundered as needed by the County. Employees who are working under such conditions as to make protective rubber boots necessary shall be provided with those boots by the County. Coveralls or smocks will be provided in other jobs in accordance with existing practices.

~~[10. Loss of Personal Property.~~

~~Employees who suffer loss of personal property arising out of the performance of their duties and who have insurance claims for such loss denied, may submit such claims to the Employee Relations Committee for review. Approval of claims shall be subject to agreement by both the County and the Union.]~~

10. Loss of Personal Property.

Employees who suffer a loss of personal property on County premises shall be provided a claims form by the Risk Management Division upon request. Premises, for this purposes, are defined as County facilities and vehicles. The Risk Management Division shall provide the requesting employee with a determination in writing by the County of the legal liability the County may have in the matter. The County will pay claims for which it determines it has legal liability.

Personal vehicles are expressly excluded from this provision. Loss or damage to employees' personal vehicles are the sole responsibility of the employee.

SAVINGS CLAUSE AND FUNDING

1. 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.

2. 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.

ARTICLE 26

ENTIRE AGREEMENT

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 ~~[rules-and-regulations-of-the~~ | ~~Employee-Services-Division,-and-by]~~ 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.

ARTICLE 27

TERMINATION

This Agreement shall be effective as of the First day of July, [~~1991~~] **1992**, unless otherwise provided herein, and shall remain in full force and effect through the 30th day of June, [~~1992~~] **1995**, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, [~~1992~~] **1995**, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

ARTICLE 27. TERMINATION

IN WITNESS WHEREOF, the parties hereto have set
their hands this _____ day of _____, [~~1991~~] 1992. |

MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88, AFSCME,
AFL-CIO

MULTNOMAH COUNTY, OREGON
CHAIR

BY _____
President

BY _____
County Chair

BY _____
Vice President

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

BY _____
Secretary

BY _____
Commissioner

BY _____
Treasurer

BY _____
Commissioner

BY _____
Commissioner

BY _____
Commissioner

BY _____
Auditor

BY _____
Jim Smith
Council Representative
AFSCME Council 75

BY _____
District Attorney

BY _____
Sheriff

NEGOTIATED BY:

Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

REVIEWED:

Laurence Kressel
County Counsel
Multnomah County, Oregon

2017L

ADDENDUM A
CLASSIFICATIONS INCLUDED IN THE
BARGAINING UNIT

Classifications included in the bargaining unit are listed in job class order on the following "Salary Ranges - General Employees Bargaining Unit". Excluded positions within a listed classifications are as follows:

Office Assistant 1	Employees assigned to Employee
Office Assistant 2	Services, Payroll, or Labor
	Relations.
Fiscal Specialist 1, and	Payroll positions.
Fiscal Specialist 2	
Administrative Secretary	Each Department Director's
	Secretary.
Legal Secretary	County Counsel
Word Processing Operator	Positions assigned to the word
	processing center for the Labor
	Relations Section.

This listing does not preclude the inclusion or exclusion of positions during the term of the Agreement in accordance with the provisions of Article 3.

County to Local 88
Off the Record Compromise Offer
August 26, 1992

Explanatory Remarks:

Listing of "Salary Ranges -

General Employees

Bargaining Unit"

It is understood between the parties that the attached listing is a good faith effort at a comprehensive listing of all classifications and salary ranges in effect August 25, 1992, to which modifications for special classification adjustments have been made in accordance with Article 14, Section 1.a.(2), and to which a 4% increase has been calculated as per Article 14. Section 1.a.(1). This listing and calculations are subject to correction if errors in inclusion, exclusion or calculation are discovered. "Lead" notations do not refer to a classification and are calculations of a premium percentage payment in addition to the base classification rates and ranges in accordance with Addendum D.

County to Local 88
Off the Record Compromise Offer
August 26, 1992

ADDENDUM-B

MULTNOMAH-COUNTY,--OREGON
Employee-Organization-Membership-Dues
Payroll-Deduction-Authorization-Plan

I,-----, having voluntarily
elected to become a member of-----, do
hereby authorize Multnomah County as my employer to deduct
from my accrued earnings the amount of \$----- per
bi-weekly pay period.

This deduction shall be made only if my accrued
earnings are sufficient to cover the above amount after
all other authorized payroll deductions have been made.

I agree to indemnify, defend and hold the County
harmless against any claims made or suits instituted
against Multnomah County as a result of this authorization.

I understand that I may withdraw this
authorization at such time as I terminate my membership in
the above indicated employee organization or desire to
make other payment arrangements directly with the employee
organization involved.

Signed:-----Date:-----
-----Name of Employee-----Month--Day--Year

Name of Employee Organization-----

County to Local 88
Off the Record Compromise Offer
August 26, 1992

ADDENDUM B

MEMBERSHIP AND AUTHORIZATION FOR PAYROLL DEDUCTION
MULTNOMAH COUNTY EMPLOYEES UNION LOCAL 88,
AFSCME COUNCIL 75 - AFL-CIO

I, _____, having voluntarily elected to become a member of Multnomah County Employees Union Local 88, do hereby request and authorize deductions from my earnings an amount sufficient to provide for the regular payment of current Union dues, as established by Multnomah County Employees Union Local 88, AFSCME and as certified by it. Any change in that amount shall likewise be so certified. The amount to be deducted shall be immediately remitted to Oregon AFSCME Council 75 and this authorization is directed, as a contract between myself and all other members of Local 88, unless revoked by me in writing with a copy to the Treasurer of the Local Union.

Applicant's name: _____ Sex: _____
(please print)

Address: _____
Street City, State Zip

Social Security Number: _____

Occupation: _____

Signature: _____ Date: _____

"Dues, contributions, or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service."

County to Local 88
Off the Record Compromise Offer
August 26, 1992

ADDENDUM C
MULTNOMAH COUNTY EMPLOYEES UNION LOCAL 88
AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION
NATIONAL PEOPLE COMMITTEE

I hereby authorize my employer to deduct each pay period the following amount of \$ _____ as a voluntary contribution to be paid to the treasurer of the PEOPLE qualified committee, AFSCME, AFL-CIO, P.O. Box 6587, Washington, D.C. 20009, to be used in accordance with the by-laws of the PEOPLE qualified committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.

Name: _____
(please print)

Address: _____
Street City, State Zip

Social Security Number: _____

Occupation: _____

Signature: _____ Date: _____

ADDENDUM D

LEADWORKER ASSIGNMENT AND PAY

1. Assignment and selection of lead workers shall be at the sole discretion of the County. Persons assigned as lead workers will not have the responsibility of initiating or effectively recommending formal discipline.

2. When in the judgment of the County, new lead worker assignments are necessary, the County shall establish a lead pay rate therefore and provide the Union with a copy of the new lead pay rate.

3. The lead pay rates for the following classes shall be calculated by increasing the base hourly pay rates by the following percentages:

a-	Maintenance-Carpenter-Lead	-4.8% |
b-	Bridge-Operator-Lead	15.2% |
c-	Equipment-Mechanic-Lead	10.0% |
d-	Mental-Health-Attendant-Lead	-4.2% |
e-	Corrections-Counselor-Lead	-6.8% |
f-	Juvenile-Counselor-Lead	-6.8% |
g-	Legal-Assistant-Lead	10.0% |
h-	Custodian-Lead	-6.8%
i-	Animal-Care-Technician-Lead	10.0%
j-	Civil-Deputy-Lead	-8.0%

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k-	Animal-Control-Officer-Lead	-5.0%
l-	School-Mental-Health-Consultant Lead	-5.0%
m-	Case-Manager-2-Lead	-5.0%
n-	Sr.-Programmer/Analyst-Lead	-5.0%
o-	Program-Development-Specialist- Lead	-5.0%
p-	Dental-Assistant/Receptionist Lead	-4.0%
q-	Jail-Steward-Lead	-6.7%
r-	Public-Safety-Aide-Lead	12.0%
s-	District-Attorney-Investigator Lead	-5.0%
t-	Software-Systems-Spec-2-Lead	-5.0%
u-	Sanitarian-Lead	-5.0%

The parties recognize that the above list is a
carry-over from the 1988-1991 Agreement and has and will
be subject to change in conformance with Sections "1" and
"2" above.]

a.	Alcohol & Drug Evaluation Spec./Lead	5.0%
b.	Animal Care Technician/Lead	10.0%
c.	Animal Control Officer/Lead	5.0%
d.	Carpenter/Lead	4.8%
e.	Civil Deputy/Lead	8.0%
f.	Community Service Placement Specialist/Lead	5.0%
g.	Corrections Counselor/Lead	6.8%

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h.	Corrections Technician/Lead	6.8%
i.	Custodian/Lead	6.8%
j.	Dental Assistant/Lead	4.0%
k.	Driver/Lead	5.0%
l.	Eligibility Specialist/Lead	5.0%
m.	Equipment Mechanic 2/Lead	10.0%
n.	Facility Security Officer/Lead	12.0%
o.	Health Assistant/Lead	5.0%
p.	Health Information Spec. 2/Lead	5.0%
q.	Health Information Spec., Senior/Lead	5.0%
r.	Jail Steward/Lead	6.7%
s.	Juvenile Counselor/Lead	6.8%
t.	Juvenile Groupworker/Lead	6.8%
u.	Legal Assistant/Lead	10.0%
v.	Library Materials Processor/Lead	11.0%
w.	Mental Health Consultant/Lead	5.0%
x.	Nutritionist/Lead	5.0%
y.	Probation/Parole Officer/Lead	6.8%
z.	Program Development Spec./Lead	5.0%
aa.	Programmer Analyst, Senior/ Lead	5.0%
bb.	Sanitarian/Lead	5.0%
cc.	Systems Programmer/Lead	5.0%
dd.	Word Processing Operator/Lead	5.0%

ADDENDUM E

PREMIUM PAY AND OTHER SPECIAL PROVISIONS

A. ALL DEPARTMENTS:

1. Computation

When computing the overtime rate[+] or |
vacation or sick leave [~~accrual~~] pay due an employee |
receiving premium pay, such premium pay must be included
when the employee is regularly assigned to premium work.

2. [2+] Word Processing Premium |

It is recognized that there are a certain
limited number of employees receiving word processing or
data entry premium as of May 18, 1990, on a regular basis
and who have not been reclassified as part of the
Compensation and Classification study to a classification
receiving a higher regular rate of pay. A full and
complete listing of these individuals was examined as part
of the bargaining process. Any such individual shall
continue to receive the \$0.30 per hour premium as long as
they continue to perform the duties of their current
position.

3. Commercial Drivers License. The
parties recognize that the County was obligated to require
commercial drivers licenses in accordance with ORS Chapter
807 and related Oregon Administrative Rules which became

effective April 2, 1990 (hereinafter "new law"). The modified licensing requirements of that Chapter and related rules are generally referred to hereinafter as "newly required." Employees represented by the Union who are not, at the time of hire into the bargaining unit, required to possess a newly required commercial drivers license and who are at any time thereafter required as a condition of continued employment in that classification (or in their regular assignment within that classification) to initially obtain a newly required commercial drivers license shall be subject to the following terms:

(a) License Fees and Expiration:

The employee shall be obligated to pay the cost of the newly 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 newly 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 newly 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/

Waivers:

i. The County will reimburse the employee for the cost of one (1) passed skill examination up to a maximum of fifty-six dollars (\$56.00) if the employee submits proof of payment and the new license to his 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 newly required license.

ii. Employees classified as Truck Driver for not less than two (2) years immediately preceding the date of application for a commercial driver's license of the

classification required by the County and who have a good driving record and possess a valid Class 1 driver's license may apply for and, upon request, be granted a certification of his or her driving experience signed by the employer permitting the employee to obtain the required commercial license without taking the hands on skills test. However, request for such certification and the employee's state application for the license must be filed prior to April 1, 1992 or the expiration date of the employee's Class 1 license, whichever is earlier. Further, an employee receiving a commercial license through this certification process will, as a condition precedent to receipt of the certification, sign an agreement prohibiting the employee from using the license except as directed by the County in the course of his or her regular employment with the County. Such employee may, however, subsequently take and pass the hands on skills test to be eligible to use his or her commercial license outside his or her County employment. For purposes of paragraph ii, a "good driving record" shall mean

that an employee has not been convicted of a major traffic offense in the five (5) years immediately preceding the request for certification and has not been involved in an accident in which the employee was, in the County's judgment, at fault while driving a commercial vehicle (as classified at any time) within the two (2) years immediately preceding that request. Major traffic offenses include, but are not limited to, driving under the influence, reckless driving, fleeing, driving with a suspended or revoked license, driving without required endorsements or certifications, driving while in the commission of a crime, and hit and run.

(d) Training:

If requested by an employee required to have a commercial driver's license at the time the terms of this agreement are executed or implemented and who is not granted a waiver under (c) ii above, the County will provide (or contract to provide) the employee a general preparatory training course for the basic written examination required of all persons required by the County to have a commercial drivers license. It is

understood that this training will be of a type similar to the four (4) hour training offered by the Oregon Truckers' Association. If requested by the employee, the County will also provide (or contract to provide) the employee with preparatory training for taking the skills examination. It is understood that this training will be of a type consuming approximately ten (10) hours and designed to inform the employee of the types of behaviors that Department of Motor Vehicle test administrators can be expected to consider in determining the employee's success or failure on the examination. The training may or may not include actual hands on operation of equipment, but the County will make reasonable efforts to provide the employee with an opportunity to operate the equipment on which he or she will be tested prior to taking of the examination. Training under clause (d) shall be scheduled by the County and shall be considered time worked for pay purposes.

(e) Physical Exams:

If the County selects the physician giving the physical exam required for obtaining or maintaining the newly required license, the County will pay for the examination. If the employee selects the

physician, the employee shall pay of the examination. The employee shall determine whether he or she or the County will select the physician, and shall inform the immediate supervisor in advance of the exam of his or her decision.

(f) Failure to Obtain or Maintain the
Required License(s):

i. The County will comply with applicable state and federal handicapped discrimination laws as it pertains to an employee who fails to pass the physical examination required for obtaining or maintaining a newly required commercial drivers license.

ii. Employees who fail to obtain or maintain in valid current status the newly required commercial drivers license shall be subject to disciplinary action or dismissal in accordance with applicable provisions of the collective bargaining agreement.

iii. Notwithstanding clause (f), paragraph ii, the parties acknowledge that with respect to certain employees, "cause" as described in Article 17, section 1 of the County-Local 88 agreement would dictate

withholding of disciplinary action against or dismissal of the employee who fails to initially obtain a valid newly required commercial driver's license of the required class, subject to certain conditions:

(aa) The "certain employees" to which this paragraph 3 refers to are those who:

aa i. are non-probationary employees who as of October 1, 1991 occupied positions for which the County requires a newly required commercial driver's license and who have not obtained such license; or

aa ii. employees who in the future occupy a position for which the requirement for a newly required drivers license is imposed after the employee's passage of probation in the job classification encompassing the position.

(bb) The "certain conditions" referred to in this paragraph iii would dictate that such employee's failure to initially obtain

a newly required commercial drivers license of the particular license classification required by the County would not result in discipline or discharge if:

bb i. the employee makes continuous efforts to obtain the license; and

bb ii. lack of the license would not substantially impair the efficiency of operations.

(cc) For purposes of this section, "continuous efforts" means that the employee must make ongoing good faith efforts to improve his or her relevant driving knowledge and skills with the objective of improving his or her chances of meeting the licensing requirements, and take the commercial driving test on each occasion on which the employee is eligible under law to take the examination. (The employee shall provide documentation of such efforts, upon request of the employer.)

(g) Status of License:

i. The employee shall make the immediate supervisor aware, in writing, of the expiration of a drivers license(s) required by the County and of any event actually or potentially affecting the status of that license (e.g., traffic citation, drunk driving arrest, license suspension or revocation, etc.). Such notice shall be given to the supervisor immediately upon expiration of the license or occurrence of the event.

ii. Employees represented by the Union who are required to possess a newly required commercial drivers license as a condition of hire into a classification shall be subject to the terms of Section 3 subsections (a), (e), (f) (clauses i and ii), and (g) above only.

(h) Exemptions:

The Division Manager of an employee in a classification in which one (1) or more employees are required to possess a commercial drivers license of a particular class may exempt one (1) or more subordinate employees from the requirement that the license be obtained. However, such exemption may be rescinded if, in the employer's judgment, the employee's

acquisition and maintenance of such a license is or will be needed to meet operational needs. An employee whose exemption is rescinded shall be given a reasonable period of not less than ninety (90) days in which to obtain his or her license.

4. Translation and Second Language

Requirements. It is understood and agreed that the requirement to have varying degrees of proficiency in a second language within a classification has been and will continue to be an expectation for employees assigned to certain positions. Such requirements will not be a component of classification nor in the alternative require any special premium, provided that this exemption does not apply to employees acting as full-time interpreters without other duties or who act as language teachers.

B.[3+] DEPARTMENT OF ENVIRONMENTAL SERVICES: |

[Transportation/Fleet/Park-Services-Division] |

1. Scoop. Maintenance Workers while assigned to operate the "scoop" will receive premium pay at the rate of forty cents (40¢) per hour.

2. Street Sweeper. Truck drivers and below while assigned to operate the "street sweeper" will receive premium pay at the rate of forty-five cents (45¢) per hour.

3. Truck Size. Truck drivers assigned to operate a truck rated over six yard capacity and/or a semi-truck (tractor and trailer) will receive premium pay at the rate of thirty cents (30¢) per hour.

4. Tar Truck. Truck drivers assigned to operate a Bituminous Distributor (Tar Truck) will receive premium pay at the rate of thirty cents (30¢) per hour.

5. Tools. The County agrees to replace all tools furnished by employees when such tools become damaged beyond usability or stolen on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft. Management will provide any new special tools required to perform special work.

6. Coveralls and Boots. All Maintenance Workers, Maintenance Worker/Leads, Truck Drivers, and Heavy Equipment Operators in the Transportation Division will be issued, for County use, two pairs of coveralls which may be exchanged for laundered pairs on a weekly basis.

For the purpose of reimbursing for tar damage, field personnel assigned to the Transportation Division and the Fleet and Electronic Services Division shall, on an annual basis, and upon presentation of a

receipt, be eligible for reimbursement up to an amount of fifty dollars (\$50) for work shoes or boots. These employees will be required to wear work shoes or boots.

7. Height Time Bonus Pay. When Bridge Maintenance Mechanics work on a structure at or above the 90 foot level, where scaffolding or special safety devices are used, the wage rate for such work shall be double the straight time hourly rate.

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.

8. Emergency Conditions. Special terms and conditions of employment during periods of emergency shall be governed by the Emergency Conditions Provisions (Environmental Services), Addendum F, incorporated herein.

9. Pay for Period Equipment Under Repair. Premium pay as provided in paragraphs "b." and "c." shall continue in the event the equipment to which drivers are normally assigned is down and under repair.

[~~j. Overtime---When computing the overtime rate of an employee receiving premium pay in accordance with this section, such premium pay must be included when computing the overtime rate.~~]

10. [~~k+~~] Motor Pool. The employee assigned |
to the Motor Pool lot during the meal period shall be
required to work through his or her meal period. The work
day for this employee shall be eight (8) hours including
the "working lunch" cited above.

11. [~~l+~~] Rock Crusher. Any Maintenance |
Worker or Maintenance Worker/Lead [~~permanently~~] assigned |
to the Rock Crusher, **including the wash plant**, shall
receive a premium of twenty cents (\$0.20) per hour for
[~~all-hours-worked+~~] **hours operating the Crusher.** |

12. Trucks Over 26,000 GVW. A Maintenance
Worker in the Road Maintenance 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 Drivers License will be
assigned to drive those CDL required trucks.

13. Heavy Equipment. Persons in a lower
classification in the Road Maintenance Section that are
assigned to operate a piece of heavy equipment normally
operated by a Heavy Equipment Operator will be paid a
premium of fifteen percent (15%) of base pay for all hours
assigned to operate the heavy equipment. This premium
will not apply to any employee volunteered training time.

14. Chemical Application Right-of-Way.

Persons in a classification paid lower than a Chemical Applicator Operator in the Road Maintenance Section who are properly licensed by the State of Oregon Department of Agriculture for "Public Pesticide Application Right-of-Way" and who are assigned to utilize this license to apply chemical, will be paid a five percent (5%) premium for each hour worked applying the license required chemicals.

15. Animal Control. Employees allocated to the classification of Animal Control Officer or Animal Control Field Supervisor who are assigned to a position with a "working lunch" will be scheduled for a work day which includes the lunch period as paid time. A "working lunch" for purpose of this section is a lunch during which the employee is on-call during the meal periods, which may result in the meal period being interrupted or missed without additional compensation or compensatory time. It is also understood and agreed that any employee with a "working lunch" is also "on-call" during break periods. Any interrupted break may be completed by the employee later in the shift.

~~[4. DEPARTMENT-OF-GENERAL-SERVICES--]~~ |

16. Assessment and Taxation.

Appraisers who receive a professional designation approved by the Director of the Division of Assessment and Taxation (approved designation includes but is not limited to those from the International Association of Assessing Officers, The American Institute of Real Estate Appraisers, The Society of Real Estate Appraisers, and the American Society of Appraisers), shall be entitled to a ~~[fifty-dollars-(\$50)-per-month]~~ premium of **5% of** |
their base rate of pay so long as they continue to remain qualified for and continue to possess the professional designation.

~~[On-and-after-July-1,-1976,-approved~~ |
~~designation-shall-not-include-those-from-the-American~~ |
~~Society-of-Appraisers,-However,-any-employee-receiving~~ |
~~professional-designation-pay-solely-by-virtue-of-such~~ |
~~designation-from-the-American-Society-of-Appraisers-shall~~ |
~~be-permitted-to-continue-receiving-designation-pay-so-long~~ |
~~as-such-approved-designation-is-maintained.]~~ |

C. ~~[5.]~~ DEPARTMENT OF [HUMAN] HEALTH SERVICES: |
~~[Dental-Clinics/Juvenile-Court.]~~ |

1. Dental Clinics. Due to the operational requirements of dental clinics, the terms of Article 13.4.

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shall not apply to Dental Hygienists and Dental Assistants. These employees shall be allocated thirty (30) minutes per day to rest periods which management can either grant to employees during slack operational periods in the morning or afternoon or schedule in conjunction with lunch breaks. In no event, however, will break time during the day, scheduled or unscheduled, exceed thirty (30) minutes.

[b. ~~Juvenile-Court-Hours-of-Work---Juvenile Groupworkers---~~It-is-recognized-that-the-eight-(8)-hour day-shall-include-the-thirty-(30)-minute-meal-period-in accordance-with-the-terms-and-conditions-specified-in-the Memorandum-of-Exception-between-the-parties,-dated-January 30,-1981,-to-specifically-include-the-continuation-of-any subsequent-settlement-agreement.]

[c. ~~Health-Assistant-Translators---~~Any Health-Assistant-required-to-speak-and-understand-a particular-language-other-than-English-as-a-condition-of employment,-shall-receive-a-premium-of-five-percent-(5%) of-his-or-her-regular-rate-of-pay---The-determination-as to-whether-such-requirement-shall-be-a-continuing condition-of-employment-shall-be-at-the-discretion-of management---If-the-requirement-is-terminated,-the-premium shall-cease.]

2. Health Assistant Translator and Health

Assistant. Effective the execution date of this agreement, an additional step of five percent (5%) shall be created at the top of the Health Assistant range. The Health Assistant Translator premium of five percent (5%) shall be eliminated on the same date, provided however, that any employee receiving that premium shall be placed in the new range in accordance with the reclassification rule as though the five percent (5%) premium were still in effect and was part of the employee's base pay.

3. School-Based Health Centers.

(a) Christmas Vacation. Any employee assigned to a school-based health center shall be placed on a vacation or leave of absence without pay during the school district "Christmas Vacation" and "Spring Break" at the employee's option. Any employee placed on a leave of absence without pay during the Christmas Vacation shall be paid for holidays which occur at his or her regular rate of pay.

(b) Summer Vacation. During the school district summer vacation period, any employee assigned to a school-based health clinic may opt to:

(i) Continue working, in which case he or she will be assigned elsewhere during this period; or

(ii) Be placed on leave, in which case the employee must exhaust his or her accrued vacation and personal holiday, following which the remainder of leave will be a leave of absence without pay.

4. Office of the Medical Examiner.

(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:

(i) Not eligible for shift premium, since compensation for such premium in the amount of fifty cents (\$.50) per hour was added to the base before any 1992 increase was calculated.

ii. 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 7.1., 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.

[6- DEPARTMENT-OF-JUSTICE-SERVICES---Justice |
Services,-Office-of-the-Medical-Examiner- |
Deputy-Medical-Examiners-may-be-assigned |
sixteen-(16)-hours-(four-(4)-one-week,-three-(3)-the-next) |
or-eight-(8)-hour-shifts-which-shall-include-the-thirty- |
(30)-minute-meal-period-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- |

~~Employees working sixteen (16) hour shifts~~ |
~~are not eligible for shift premium or overtime except for~~ |
~~hours in excess of eighty (80) hours in a bi-weekly pay~~ |
~~period. Holiday observance and payment shall be in~~ |
~~accordance with existing practice. Such employees are not~~ |
~~eligible for the four (4) hour holiday on Christmas Eve or~~ |
~~New Years Eve.]~~ |

D. [7.] OFFICE OF THE SHERIFF: |

1. Sign-up. |

Sheriff's Office employees shall sign
up for shifts and vacations in accordance with existing
practice.

2. Civil Deputy Working Lunch.

Employees allocated to the
classification of Civil Deputy who are assigned to a
position with a "working lunch" as defined below will be
scheduled for a work day which includes the lunch period
as paid time. A "working lunch" for purpose of this
Section is a lunch during which the employee:

(a) Is responsible for supervision of
detainees while eating lunch (Mental Health Assignment);
and/or

(b) Is on-call during the meal
periods, which may result in the meal period being
interrupted or missed.

ADDENDUM F

EMERGENCY CONDITIONS PROVISIONS (ENVIRONMENTAL SERVICES)

1. Purpose

The purpose of this addendum is to set forth past practice governing wage entitlements for employees of the Transportation and Fleet Divisions during periods of emergency.

2. 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.

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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 Transportation, Fleet and Parks Services Divisions.

ADDENDUM G

AUTO ALLOWANCE AND COMPENSATION

[a. Whenever an employee is temporarily required to report to work at any location more distant from his or her home than his or her permanent place of reporting, the employee shall be paid for the use of his or her personal transportation at the July 1, 1980, base rate of eighteen cents (18¢) per mile for the additional miles traveled, further adjusted upward or downward as per Subsection "d." below. This provision will not apply when there is a permanent change in reporting location as determined by management with ten (10) days' written notice to the affected employees and Union. In instances in which an employee has no permanent reporting place, the County will designate one (1) work site as a "permanent place of reporting" for purposes solely of mileage reimbursement under the terms of Subsections "a.", and "b." of this section. Payment for mileage will be made under this section when an individual has accumulated a minimum of twenty dollars (\$20.00) or at the end of the fiscal year whichever first occurs.

b. Whenever an employee reports to his or her permanent place of reporting and is required to use his or her personal transportation to report for work at another

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location, the employee shall be paid eighteen cents (18¢) |
per mile for the additional miles traveled to and from the |
secondary reporting place further adjusted upward or |
downward as per Subsection "d," below. The time involved |
in traveling from the permanent reporting place to and |
from the secondary reporting location shall be considered |
time worked for pay purposes. Payment for mileage will be |
made under this section when an individual has accumulated |
a minimum of twenty dollars (\$20.00) or at the end of the |
fiscal year, whichever first occurs. |

 c. An employee who is required to use his or |
her personal transportation as a condition of employment |
shall be paid at the July 1, 1980, base rate of twenty-two |
cents (22¢) per mile for the first four hundred (400) |
miles and at the July 1, 1980, base rate of ten cents |
(10¢) per mile for all miles thereafter, further adjusted |
upward or downward as per Subsection "d," of this Article, |
plus twenty-five dollars (\$25.00) per month (twelve |
dollars and fifty cents (\$12.50) for part-time employees), |
except that no employee shall be paid less than |
thirty-five dollars (\$35) per month (seventeen dollars and |
fifty cents (\$17.50) for part-time employees) provided |
that he or she is assigned to work in the field and use |
his or her personal transportation. In no event, however, |

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~~shall the aforementioned base or minimum payment be made~~ |
~~in a month in which an employee drives no miles as a~~ |
~~condition of employment. No commuting mileage shall be~~ |
~~paid by the County. The County shall review with the~~ |
~~Union work rules governing the reporting of mileage.~~ |

d. ~~The July 1, 1980, base rate per mile~~ |
~~reimbursement rates in paragraphs "a", "b", and "c" of~~ |
~~this section shall be further adjusted upward or downward~~ |
~~the first day of each quarter, in a continuation of the~~ |
~~adjustments already made under the terms of Article 14.11~~ |
~~of the 1980-1982 Agreement, one-half cent (.5¢) for each~~ |
~~seven and one-half cents (7.5¢) that the price of unleaded~~ |
~~regular is above or below the July 1, 1980, base price, as~~ |
~~reported by the Bureau of Labor Statistics for the~~ |
~~Portland, Oregon-Washington SMSA, "Gasoline Prices Per~~ |
~~Gallon, U.S. City Average and Selected Areas".~~ |

e. ~~Mileage reimbursement for employees of the~~ |
~~Division of Assessment and Taxation shall be governed by~~ |
~~the Memorandum of Exception between the parties, dated~~ |
~~October 29, 1981.~~ |

f. ~~The County reserves the right under Article 4~~ |
~~(Management Rights) to determine the method of transporta-~~ |
~~tion 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-~~ |

1. Payment

Payment for mileage under this Addendum shall be made on a monthly basis, provided the employee has accumulated twenty dollars (\$20) of mileage or is eligible to receive a base reimbursement per Section 3.b. below. No commuting mileage shall be paid by the County under the terms of Sections 2-4 below. In no event will payment be made later than the end of the fiscal year.

2. 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.

3. Condition of Employment Use

a. 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.

b. Payment

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 thirty dollars (\$30.00) per month, fifteen dollars (\$15.00) per month for part-time employees, provided that he or she is assigned to work in the field and to use his or her personal transportation. In no event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

4. Payment Rules for Alterations in Work Site

a. Temporary Reporting Place

Whenever an employee is temporarily required to report to work at any location more distant from his or her home than his or her permanent place of reporting, the employee shall be paid for the use of his or her personal transportation at the rate provided in Section "2" or "3" above as appropriate for additional

miles traveled. This provision will not apply when there is a permanent change in reporting location as determined by management with ten (10) days written notice to the affected employees and the Union. In instances in which an employee has no permanent reporting place, the County will designate one (1) work site as a "permanent place of reporting" for purposes of mileage reimbursement.

b. Secondary Reporting Place

Whenever an employee reports to his or her permanent place of reporting and is required to use his or her personal transportation to report for work at another location, the employee shall be paid for the additional miles traveled to and from the secondary reporting place in accordance with Sections "2" or "3" above as appropriate. The time involved in traveling from the permanent reporting place to and from the secondary reporting place to the permanent reporting place shall be considered time worked for pay purposes.

5. Implementation.

The terms of Sections 1 through 4 above shall become effective the first day of the month following execution of this agreement.

Project-Save---Memorandum-of-Agreement

--I-- ISSUE/INTENT

It-is-recognized-by-both-parties-that employees-who-are-to-be-displaced-(laid-off) because-employees-are-least-senior-in assigned-departmental-classifications-and having-no-bumping-privileges-under-Article 21-and/or-Personnel-Rule-20.03-04,-often face-unique-and-difficult-circumstances-in being-placed-in-alternative-employment within-the-County.

This-Memorandum-of-Agreement-is-entered-into between-Multnomah-County-and-Multnomah County-Employees-Union-Local-88-AFSCME-for the-purpose-of-providing-and-enhancing employment-opportunities-for-such-employees designated-as-Project-Save-participants.

--II-- TERMS

Employees-who-are-placed-as-a-result-of Project-Save-in-classifications-not previously-held-or-outside-their-promotional line-shall-be-subject-to-a-trial-performance period-of-three-(3)-months-to-demonstrate his-or-her-ability-to-perform/fulfill-the requirements-of-the-new-classification.

Employees-that-are,-in-the-opinion-of-the County,-unsuccessful-during-this-three-(3) month-trial-period-will-be-removed-from their-new-classification-and-placed-on-the Project-Save-and-Layoff-lists-while-Project Save-employment-opportunities-are-being explored.]

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ADDENDUM [I] H

DEPARTMENT OF LIBRARY SERVICES

~~[The parties recognize that the Multnomah County Library and Library Association of Portland (LAP) employees were transferred to Multnomah County July 1, 1990 as a result of the County opting for direct governance of the Multnomah County Library System. The terms of the Agreement between the parties shall apply except as indicated below.~~

~~(Note: For ease of review of the scope of the Agreement where articles are not modified in applicability to library employees, the phrase "No modification" is utilized. "LAP Agreement" refers to the 1989-1992 Agreement between the Library Association of Portland and the Multnomah County Library Union.)~~ The terms of the 1992-1995 Agreement shall apply except as indicated below:

• Article-1

Preamble

~~No modification.~~

• Article-2

Definitions

~~Article-2 shall apply except that:~~

1. ~~With respect to the definition of~~

~~"Permanent Employee", a transferred LAP-~~

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employee-given-Classified-Civil-Service |
Status-by-County-Ordinance-shall-be |
deemed-"appointed-from-a-list-of |
eligibles"-on-the-date-the-County |
Ordinance-grants-status. |
2. For-employees-hired-prior-to-transfer, |
the-definition-of-"Probationary |
Employee"-and-the-terms-of-calculations |
of-time-service-and-termination-of-such |
employees-shall-be-in-accordance-with |
the-LAP-Agreement.] |

• Article 3

Recognition

[Section-1-of-this-Article-shall-not-apply |
except-as-follows---Local-88,-AFSCME, |
AFL-CIO,-is-recognized-as-the-sole-and |
exclusive-bargaining-agent-of-certain |
transferred-LAP-employees-and |
classifications-as-follows---Transferred-LAP |
employees-governed-by-this-bargaining-unit |
include-these-regularly-scheduled-employees |
allocated-to-classifications-in-the |
bargaining-unit-represented-by-the-Library |
Employees-Union-who-work-for-forty-(40)- |

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hours-or-more-per-pay-period-except-as |
described-below.--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. |
The-parties-recognize-that-certain-LAP |
employees-working-less-than-20-hours-per |
week-were-given-the-status-of-regular |
employees-in-the-LAP,-with-certain-rights |
and-benefits,-whereas-these-individuals |
would-not-be-Classified-employees-with |
attendant-rights-in-the-County-system-and |
would-be-afforded-no-benefits.--As-a |
transition-rule-to-deal-with-these |
individuals-to-minimize-any-adverse-impact |
of-transfer: |

A. These-employees-will-be-"grand |
personed"-with-the-following-and |
only-the-following-rights-and |
benefits: |

- The-same-wage-range-as-other |
employees-in-the-same |
classification. |

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- Vacation-accrual-on-a-County |
per-hour-pro-rata-basis- |
- For-all-classifications-except |
Page-sick-leave-accrual-on-a |
County-per-hour-pro-rata-basis- |
- 2-hours-personal-holiday-for |
each-fixed-holiday- |
- Application-of-Article-17, |
Disciplinary-Action- |
- Accrual-of-seniority-on-a-half |
time-basis-upon-transfer- |
- Layoff-and-recall-rights |
exercised-solely-within-the |
bounds-of-"grandpersoned" |
employees- |
- Application-of-Article-18, |
Settlement-of-Disputes,-solely |
and-exclusively-for-enforcement |
of-the-specific-rights-and |
benefits-cited-above- |
- Article-5,-Union-Security-and |
Check-Off- |
- Article-16,-Pensions- |

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B. ~~Employees-hired-by-the-library~~ |
~~subsequent-to-the-transfer-to-the~~ |
~~County-in-the-category-working-less~~ |
~~than-20-hours-per-week-cited-above~~ |
~~shall-be-deemed-temporary-employees~~ |
~~not-governed-by-the-bargaining~~ |
~~agreement-or-represented-by-the~~ |
~~Union.]~~ It is understood that some |
employees referred to as
"grandpersoned employees" were
formerly a part of this bargaining
unit but are no longer. Any former
"grandpersoned employee" who became
a regular employee by Civil Service
Appointment shall continue to enjoy
such seniority as was mutually
agreed by the parties as
transferable to regular status.

[• Article-4 |
Management-Rights |
No-modification- |

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- Article-5 |
Union-Security-and-Check-Off |
No-modification- |
- Article-6 |
No-Strike-Clause |
No-modification- |
- Article 7
Holidays
1. Christmas Eve/Veterans Day.
[No-modification-except-that-in-Section-1] |
Christmas Eve Day will be recognized as a
holiday for library employees; Veterans Day
will not.
2. Return Time.
In lieu of Article 7, Section 2, if an
employee is scheduled to work on an observed
holiday, he or she will be granted a
personal holiday to be used within the
fiscal year, but in no event more than four
(4) months from the date of the holiday.
- Article 8
Vacation Leave
[The-terms-of-Article-8-shall-apply-except |
that-vacation-time-accrued-while-an-employee |
of-the-LAP-shall-be-deemed-County-accrued |
vacation-and-n] |

1. Red Circling.

No professional librarian shall suffer a reduction of accrual rate, ~~[to] includ[e]ing~~ any bonus vacation, as a result of the transfer from the Library Association of Portland. ~~[but-shall-be]~~ Instead, affected employees shall be "red circled" at this level of vacation entitlement until such time as this entitlement is less than the amount which would be received utilizing the general terms of the Agreement, at which times the rate specified by the Agreement shall apply.

2. Vacation Selection.

The terms of Article 8.6 are waived.
Vacation selection at the Library shall be on a "first-come, first-served" basis.

~~[• Article-9~~

~~Sick-Leave~~

~~The-terms-of-Article-9-shall-apply-except
that-sick-leave-accrued-while-an-employee-of
LAP-shall-be-deemed-County-accrued-sick
leave.~~

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- Article-10 |
Other-Leaves |
No-modification-except-that-LAP-Agreement |
Article-19-"Professional-Meetings"-shall |
apply. |
- Article-11 |
Health-and-Welfare |
No-modification. |
- Article-12 |
Workers'-Compensation |
The-terms-of-Article-12-shall-apply-except |
no-supplemental-payment-shall-be-made-to-any- |
individual-whose-first-date-of |
compensable-injury-was-prior-to |
transfer-to-the-County.] |
- Article 13 |
General Work Provisions |
[The-terms-of-this-Article-shall-not-apply |
except-for-13.3,--"Schedules,"-and-13.7, |
"Flextime,"--With-respect-to-the-application |
of-Article-13.3,-in-the-event-of-an |
unanticipated-absence-beyond-the-control-of |
management,-and-following-a-reasonable |
effort-by-management-to-staff-a-position- |

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~~with other personnel, an employee in the~~ |
~~same classification as the vacancy may be~~ |
~~ordered in to provide continued service~~ |
~~subject to the provision of Article 14,~~ |
~~Section 5. It is further understood that~~ |
~~transferred employees may job share in~~ |
~~accordance with the same terms and~~ |
~~limitations as other employees covered by~~ |
~~the bargaining unit. All other terms~~ |
~~covered by this Article will be in~~ |
~~accordance with Article 14 of the LAP~~ |
~~Agreement.]~~ |

The terms of this Article shall apply except:

Section 1. The provisions of this section
shall not apply. The Library
will change the "normal work
week" from thirty seven and
one-half (37 1/2) hours per
week to forty (40) hours per
week within ninety (90) days of
the execution of this
Agreement. Employees may be
scheduled for a shift which is

either split or continuous.

When an employee is required to work a split shift in one work day in which he/she is required by the Library to be off work for two (2) or more working hours between shift segments which total the equivalent of eight (8) hours, the second part of the shift shall be paid at time and one half (1 1/2) times the regular rate of pay.

Section 2. 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.

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• Article 14

Compensation

~~[The terms of Article 14 shall not apply~~ |
~~except for:~~ |

~~Section--3-~~ Pay Periods |

~~Section--4-~~ Reporting Time |

~~Section--5-~~ Call-Out Pay |

~~Section--6-~~ Overtime, excepting "b" and |
amending "e" to read in the |
final sentence: |

"An employee required to work |
both days off during a work |
week-(FLSA), and then required |
to work both days off in a |
second work week-(FLSA), shall |
be compensated at the rate of |
two-(2)-times his or her hourly |
rate for the first day and two |
and one half-(2-1/2)-times his |
or her normal rate for the |
second day. |

~~Section-9-~~ Promotional Increase |

~~Section-10-~~ Working in a Higher Class |

~~Section-12-~~ Deferred Compensation |

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~~Section-13- Payments-in-Error-and-Payments~~ |
~~in-Violation-of-Contract~~ |

~~Section-14- On-Call-Pay~~ |

~~All-other-compensation-terms-governed-by~~ |
~~this-Article-shall-be-in-accordance-with~~ |
~~Article-28-of-the-LAP-Agreement.]~~ |

1. Shift Differential.

Payment of shift differential as
provided by Sections 7 and 8 shall not
apply.

2. Librarians: Special Hiring and
Promotion Provision.

a. Hiring Classification

Any newly hired Librarian
reasonably determined by management
to have two (2) years of relevant
professional experience as a
Librarian shall be hired into the
Librarian 2 classification; those
with less experience shall be
placed in the Librarian 1
classification.

b. Advancement

Any employee hired into the Librarian 1 classification shall serve a probationary period in accordance with Article 2, of the Agreement. An employee hired at Step 1 of the Librarian 1 classification shall receive his or her first step increase in accordance with the terms of Article 15, i.e., after one year of service for a full-time employee. Upon eligibility for his or her second anniversary step, the employee shall be automatically advanced to Step 1 of the Librarian 2 classification. An employee hired at Step 2 of the Librarian 1 classification shall upon eligibility for his or her anniversary step be advanced to Step 1 of the Librarian 2 classification. No employee advanced to the Librarian 2

classification shall be required to
serve an additional probationary
period.

3. Working Out of Class.

a. Pages Replacing Library Clerks

Because of the distinct nature of
the jobs, any Library Page who
replaces a Library Clerk who is
absent from work shall be paid
working out of class pay for all
hours worked in the higher
classification.

b. Youth Librarian Performing Limited
Supervisory Duties

It is recognized that in those
branch libraries without both a
supervisor and/or administrator/
manager, the Youth Librarian may in
the absence of the supervisor
perform such limited supervisory
tasks as overseeing schedule
preparation, preparing time cards,
arranging for substitutes, and
handling other minor supervisory

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problems. Since these employees
earn more than the supervisor, when
the period of performance of such
limited supervisory duties is forty
(40) hours or more, the employee
shall be paid a five percent (5%)
differential.

- [• Article-15 |
Anniversary-Step-Increases |
No-modification. |
- Article 16 |
Pensions |
[With-respect-to-pension-benefits-for |
employees-transferred-from-the-LAP-to-the |
County: |
1. PERS |
There-shall-be-no-modification-of-the |
existing-terms-of-Article-16.] |
[2.] LAP Retirement Plan (LAP Plan) |
[With-respect-to-employees-vested-at |
the-time-of-transfer-in-the-Retirement |
Plan-for-Employees-of-the-Library |
Association-of-Portland-(the-LAP-Plan),- |

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~~the parties recognize that the County~~ |
~~has several options dealing with this~~ |
~~plan, including but not limited to~~ |
~~change of Plan sponsorship from the LAP~~ |
~~to the County, Plan termination, etc.~~ |
~~The County shall have the sole,~~ |
~~exclusive, and non-grievable discretion~~ |
~~to choose the mechanism for dealing~~ |
~~with the Plan. -- However, regardless of~~ |
~~the mechanism chosen, the following~~ |
~~terms shall apply with respect to~~ |
~~benefits accrued under the Plan,~~ |
~~regardless of the source of payment to~~ |
~~such Plan-vested County employees~~ |
~~transferred from LAP:~~ |

A. ~~Accrual of service credit under the~~ |
~~LAP Plan shall cease upon transfer~~ |
~~to the County except as provided in~~ |
~~"D" below.~~ |

B. ~~Final average salary (FAS)~~ |
~~calculations for the LAP Plan shall~~ |
~~be based on salary actually~~ |
~~received during tenure with the~~ |
~~County as well as prior service-~~ |

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- ~~with-the-LAP,-but-shall-not-include~~ |
~~any-sick-leave-in-application-to~~ |
~~such-FAS-calculation-~~ |
- G. Upon retirement, a transferred |
employee shall be eligible January |
1 of each year for a cost-of-living |
increase in the employee's LAP |
pension benefit not to exceed two |
percent (2.0%). This increase |
shall be based on the percentage |
increase in the Consumer Price |
Index (National All-Urban) in the |
preceding year, specifically |
October to October. In the event |
the above index shall cease to be |
published, or ceased to be |
published for the control months |
cited, a reasonable substitute may |
be utilized. |
- D. In the event a transferred employee |
does not serve sufficient time with |
the County to vest in PERS, the |
employee shall, upon receipt within |
thirty (30) days of termination of- |

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~~all-employee-monies-withdrawal-from~~ |
~~PERS,-be-credited-with-LAP-Plan~~ |
~~service-credit-for-time-as-a~~ |
~~Countyemployee.]~~ 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. The parties
further recognize that in the
transition of Library employees
from LAP to County employment, the
parties made an erroneous
assumption regarding the
transferability of LAP accrued sick
leave in application to final
average salary in the PERS system.
The parties have met with the PERS
actuary to develop a process and
formula for making employees as
nearly whole as practicable with
respect to this error. The County

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shall prepare and adopt a Plan
amendment implementing these
recommendations.

- [• Article-17 |
Disciplinary Action |
No-modification- |
- Article-18 |
Settlement-of-Disputes |
No-modification- |
- Article-19 |
Contract-Work |
No-modification- |
- Article-20 |
Productivity-Training-&-Performance |
Evaluation |
The-terms-of-this-Article-shall-not-apply |
except-for-Sections-1,-2,-3,-4-(excepting |
4-a-iii)-and-6-] |
- Article 21
Seniority and Layoff
The terms of this Article shall apply except:

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1. ~~[Time-served-with-the-LAP-shall-be-treated~~ |
~~as-previous-government-service-in-accordance~~ |
~~with-Section-2-b-8.---The-agreed-upon~~ |
~~adjusted-service-date-provided-to-employees~~ |
~~by-LAP-prior-to-transfer-shall-not-be~~ |
~~subject-to-grievance.~~ |

2.] Regardless of ultimate organizational |
placement, the Library shall be deemed a |
department for reasons of seniority and |
layoff. |

~~[3. The-terms-of-Section-9-7-of-the-LAP~~ |
~~Agreement-shall-apply-for-the-purpose-of~~ |
~~bumping-of-bargaining-unit-employees-by~~ |
~~exempt-library-employees.~~ |

2. Job Security for Library Clerks.

In order to afford Library Clerk 1's and 2's
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 sets of classifications on a
Countywide basis:

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Set 1

Office Assistant 1 and Library Clerk 1

Set 2

Office Assistant 2 and Library Clerk 2

For example, in application of this term, a laid off Library Clerk 1 could be recalled for a vacant Office Assistant 1 vacancy elsewhere in the County. Conversely, a laid off Office Assistant 1 could be recalled to a vacancy in the Library. Such reappointments are subject to all other provisions of Article 21, including, but not limited to, the qualification requirements of Article 21, Section 5.a.

3. Seniority from ^{Time in} "Grandperson" Status.

No seniority accrued while a "grandpersoned employee" in accordance with the December 19, 1991 Memorandum of Understanding shall be used for layoff, bumping, or recall purposes in any manner adverse to the interest of an employee outside the Library whose seniority was accrued solely in accordance with other terms of the collective bargaining agreement.

- Article 22

Shift and Work Assignments

~~The terms of this Article shall not apply~~ |
~~and the terms governed by the Article shall~~ |
~~be governed by the terms of the LAP~~ |
Agreement. The terms of Article 22, Section |
2 shall not apply. Shift trading will be
allowed between employees providing the
trade:

- 1) Does not conflict with operational needs
- 2) Does not require involuntary schedule
changes on the part of other employees
- 3) Does not make the County liable for
overtime under the federal Fair Labor
Standards Act.

- Article 23

General Personnel Procedures

~~The terms of Article 23 shall apply. The~~ |
~~parties recognize for purposes of bargaining~~ |
~~history that prior to the implementation of~~ |
~~this Agreement that all matters of~~ |
~~reclassification and wage comparisons were~~ |
~~exclusively determined within the LAP~~ |

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Agreement-Classification-and-Compensation |
system-which-was-adopted-by-the-County-on |
July-1,-1990-on-an-interim-basis---It-was |
recognized-by-the-parties,-however,-that-a |
full-integration-was-necessary-into-the |
County's-classification-and-compensation |
system,-therefore: |

1- On-or-before-October-1,-1990-the-County |
began-a-classification-and-compensation |
study-of-all-library-employees-to |
ensure-integration-into-the-County |
system---In-this-study-these-positions |
were-treated-as-newly-created-positions |
for-purposes-of-determining |
classifications,-allocations-to |
classifications,-and-compensation- |

2- The-appeals-mechanism-for-employees-or |
the-Union-in-dealing-with-allocations |
to-classifications-and-wage |
determination-was-the-same-afforded |
other-County-employees-at-the-time-of |
the-Countywide-study-as-per-Article |
14.1.d.-of-the-1988-91-Agreement- |

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3- For-the-purpose-of-finalizing |
integration-into-the-County |
classification-and-compensation-system |
at-no-cost-during-FY-90-91,-the |
classifications,-allocations,-and |
compensation-resulting-from-the-study |
process-cited-in-"1-and-2"-above-were |
implemented-for-library-employees-at |
one-minute-until-midnight-June-30,-1991- |

- Article-24 |
General-Provisions |
The-terms-of-Article-24-shall-apply-except: |
• Section-5,-Rules-(Amended-to-add) |
With-respect-to-Library-employees-the-County |
will,-either-before-or-after-the-transition |
of-governance,-but-in-no-event-later-than |
thirty-(30)-days-after-transition,-and-with |
ten-(10)-days-notice-to-the-Union, |
promulgate-rules-to-govern-library |
employees,-These-rules-shall-be-subject-to |
review-as-to-reasonableness-in-accordance |
with-Section-5-e,-above- |

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- Section 6, Change in existing conditions |
(Amended to add) |
With respect to Library employees, existing |
conditions which meet the criteria cited in |
6.a. above in the relationship between the |
LAP and the Library Union shall be deemed |
existing conditions upon transition to the |
County, provided the matter: |
(1) Is not covered by the Agreement or |
County Personnel Rules, or |
(2) Has not been discussed or negotiated as |
part of the bargaining process related |
to the Library transition. |
- New Language |
(1) The terms of Article 27 of the LAP |
Agreement shall be deemed an existing |
condition. |
- Article 25 |
Savings Clause and Funding |
No modification. |
- Article 26 |
Entire Agreement |
No modification. |

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- Article-27 |
Termination |
No-modification- |
- Addendum-A |
Classifications-Included-in-the-Bargaining |
Unit |
No-modification--- |
- Addendum-B |
Dues-Deduction-Authorization |
No-modification- |
- Addendum-C |
People-Deduction-Authorization |
No-modification- |
- Addendum-D |
Leadworker-Assignment-and-Pay |
No-modification- |
- Addendum-E |
Premium-Pay-and-Other-Special-Provisions |
This-addendum-shall-not-apply-and-the-terms |
of-the-LAP-Agreement-shall-govern- |
- Addendum-F |
Emergency-Conditions-Provisions |
<Environmental-Services> |
This-addendum-shall-not-apply- |

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- Addendum-G |
Auto-Allowance-and-Compensation |
~~This-addendum-shall-not-apply-and-the-terms~~ |
~~of-the-LAP-Agreement-shall-govern.~~ |
- Addendum-H |
Project-Save---Memorandum-of-Agreement |
No-modification.] |

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ADDENDUM-J
TRANSITION-OF
OUTSTANDING
CONTRACT-ADMINISTRATION
AND
RELATED-ISSUES

The parties recognize that certain matters of contract administration and negotiation which were not subject to discussion during this bargaining process may possibly be inadvertently affected by an adoption of a one year agreement. To address these issues:

1. All Memoranda of Understanding, Agreement, or Exception which incorporated in their respective bodies termination dates for June 30, 1991 or are tied to the period of negotiations for a successor in accordance with Article 27, shall respectively be extended through June 30, 1992 or the period of negotiations for a successor to the 1991-92 Agreement, unless terminated otherwise in accordance with the terms of the respective Memoranda.

2. All Memoranda of Understanding, Agreement, or Exception contractually binding for the 1988-91 Agreement without termination dates shall remain in effect

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~~in accordance with the same conditions for termination as~~ |
~~"1" above. The parties recognize that the Union believes~~ |
~~that only Memoranda dated 7/1/88 through 6/30/91 could be~~ |
~~contractually binding.~~ |

3. Unless withdrawn or modified by the County, |
all letters of termination of alleged existing conditions |
issued by the County prior to bargaining for the successor |
to the 1988-91 Agreement shall remain in place but |
references to July 1, 1991 shall be changed to July 1, |
1992. |

4. The ongoing bargaining process regarding |
Commercial Drivers Licenses shall continue unaffected by |
the agreement to and implementation of this Agreement.] |

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ADDENDUM-K
REFERENCES-TO
DEPARTMENTS
IN-THIS-AGREEMENT

The parties recognize that in the course of bargaining this Agreement in the context of no change to the substantive content of the prior agreement that a dispute arose as to the appropriateness of changing certain references to Departments, including, but not limited to, the Department of Justice Services. In order to reach closure on this Agreement, the parties have agreed to simply "roll over" the titles from the prior Agreement and treat the continuation of these titles in all respects as though the prior Agreement remained in full force and effect. Agreement to this approach is without prejudice to the County's position that it has and had the right to reorganize its functions at any time and that the title references in the prior and current Agreement were and are solely for guidance as to the location of employees and functions at the time of execution of the 1988-91 Agreement. Conversely, this Agreement is without prejudice to the Union's position-

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~~that-reorganizations-of-Departments-under-the-prior-or~~ |
~~current-contracts-shall-not-limit-rights-any-employee~~ |
~~previously-had-with-reference-to-departmental-seniority~~ |
~~with-a-previous-department.]~~ |

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Addendum I[L]

[Probation-and
Parole-Officers]

Department

of

Community Corrections

~~The parties recognize that a tentative agreement was entered into in February 1991 for all employees of Multnomah County assigned to the general employees bargaining unit "except Probation and Parole Officers." This matter having now been resolved in whole or part by ERB Order, the parties agree as follows:~~

~~1. Probation Officer:~~

~~As used in this agreement "Probation Officer" includes all Probation and Parole Officers represented by Local 88, AFSCME concerning whom a question of representation did not exist at the time the parties entered into the "Tentative Agreement" for this Addendum. The term "Probation and Parole Officer" and terms of this agreement, however, shall also include all Probation and Parole Officers who, subsequent to the Tentative Agreement for this Addendum, become part of the bargaining unit for any reason, including but not limited to: hire, transfer from other governments,~~

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~~or incorporation by resolution of any question of
representation by the Employment Relations Board.~~

2. ~~All provisions of the contract already previously agreed
upon shall apply to Probation and Parole Officers except as
follows:~~

a. ~~Wages~~

~~Effective July 1, 1991, the wage rates and range
for Probation and Parole Officers shall be:
\$11.86/12.53/12.92/13.72/14.14/14.96/15.54/16.17
which shall be incorporated in Addendum A above.
The Lead Worker premium shall be 6.8%.]~~

1. ~~[b.] Pension~~

~~[Prior to January 1, 1992, the Board of County
Commissioners shall by resolution declare that]
E[e]mployees allocated to the classification of
Probation and Parole Officer shall be deemed police
officers for purposes of ORS 237.610. [with the
effective date to be the date of execution of this
agreement. -- The parties recognize that the County enters
into this agreement solely for the purposes of equitable
treatment of County employees assigned to positions
similar to those of state transferees who by law are
entitled to retain Police and Fire benefits upon
transfer and is without prejudice to the County's
position as to their status for any other purpose.]~~

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~~6. Work-Rules:~~

~~The parties recognize that due to operational necessity the Department of Community Corrections issued a binder entitled "Department of Community Corrections Policies and Procedures" about July 1, 1991. To the degree this document is legally considered to require collective bargaining, it is deemed to have been bargained by and accepted by the parties. To the degree that other contractual requirements were required in issuance of this document, they are deemed to have been met and the document is accepted by the parties as meeting all contractual requirements, provided its terms are not in violation of the substantive terms of the agreement. Promulgation of work rules on or after the execution date of this Agreement shall be in accordance with Article 24.]~~

2. [d.] Scheduling

A. [1.] 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.

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If the work week is within the 40 hour cap, all hours worked shall be at the flat rate, 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. An employee shall be eligible for overtime at the double time rate only if he/she in addition to meeting the requirements of Article 14.6.b. has worked over forty eight (48) hours in the work week.

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 hour calls, employees will "adjust" their work schedule, hour for hour, within the forty hour work week with the approval of their supervisor.

~~[e- Dispute-Settlement~~

~~All-Unfair-Labor-Practices-filed-prior-to-the
tentative-agreement-date-of-this-agreement
involving-Probation-and-Parole-Officers-shall-be
withdrawn-with-prejudice-by-the-Parties-~~

~~3- The-parties-recognize-that-there-are-other-issues-of
interest-to-either-or-both-which-would-have-been-bargained
if-time-delays-caused-by-litigation-had-not-effectively-~~

~~precluded such bargaining and made it more practicable to~~ |
~~address such issues during bargaining for a successor to the~~ |
~~1991-92 Agreement.]~~ |

3. 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.

4. Alternative Community Services.

a. The work day for employees assigned on either permanent or temporary basis to the Community Service Forest Project and to other Community Project Leader assignments shall be deemed to include rather than exclude the meal period provided by Article 13.

b. It is recognized that both meal and rest periods for employees cited in "a" above are "in place" or "running" meals or breaks which involve continuing supervision of those assigned to the program and interruption of meal or rest breaks when programmatically required.

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c. Employees working a full work day in accordance with "a" and "b" shall be compensated as though they had worked a regular work day, i.e., normally be paid eight hours of regular pay.

ADDENDUM J

MULTNOMAH COUNTY AFFIDAVIT OF
MARRIAGE OR DOMESTIC PARTNERSHIP

I, (print name of employee) _____,
certify that I and (print name of spouse or domestic partner)
_____ (check and complete
either A. or B., whichever applies):

A. ____ were legally married on (date) _____,
or have a Common Law Marriage recognized under
Oregon law as follows: _____

B. ____ are and have each been the other's partner in a
domestic partnership, as defined below. For
purposes of this affidavit, a "domestic partnership"
is one consisting of two persons in which the
members:

1. Jointly shared the same permanent residence
for a least six (6) months immediately preceding the date of
this affidavit and intend to continue to do so indefinitely;
2. Have a close personal relationship with each
other;
3. Are not legally married to anyone;
4. Are each eighteen (18) years of age or older;

5. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

6. Were mentally competent to contract when the domestic partnership began;

7. Are each other's sole domestic partner; and

8. Are jointly responsible for each other's common welfare including "basic living expenses." For purposes of this affidavit, "basic living expenses" means the cost of basic food, shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

This affidavit terminates upon the death of the signing employee's spouse or domestic partner or by a change in circumstances attested to in this affidavit. The signing employee must notify the Employee Services Division within thirty (30) days after such death or change by filing a Statement of Termination of Marriage/Domestic Partnership. After filing of a Statement of Termination of Marriage/Domestic Partnership, the employee may not file a new

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Statement of Marriage/Domestic Partnership for the purpose
of enrolling a new domestic partner for six (6) months from
the date such statement is received by the Employee Services
Division.

*NOTICE: Signing this affidavit may or may not have legal implications
affecting relations between domestic partners beyond the extension of
medical or dental insurance coverage
for which it is intended. If you desire further information concerning the
possible legal consequences of signing this form, please consult an
attorney.*

I attest that the certification I have provided herein is
true and correct to the best of my knowledge.

Employee's Signature

Date

Received By: _____

Employee Services Div. Rep.

Date

ADDENDUM K

STATEMENT OF TERMINATION OF
MARRIAGE OR DOMESTIC PARTNERSHIP

I, (name of employee) _____, affirm
that the Affidavit of Marriage/Domestic Partnership attested
to and signed by me on (date of affidavit) _____
shall be and is terminated as of this date. Termination is
due to:

- ___ Dissolution of marriage.
___ Termination of domestic partnership.
___ Death of spouse/domestic partner.

I understand that I cannot file a Statement of Marriage or
Domestic Partnership to enroll a new domestic partner until
six (6) months following the receipt of this Statement by
the Employee Services Division.

Signature of Employee

Date

Received By: _____

Employee Services Div. Rep.

Date

I. General

Multnomah County, in keeping with the provisions of the 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. To further these goals, the County shall provide clear expectations regarding employee behaviors related to alcohol and drugs. Employees shall be held fully accountable for adherence to these expectations. In turn the County shall also provide resources and information for employees to assist in preventing alcohol and drug problems and dependency and to aid in the rehabilitation process for those who have become drug or alcohol dependent.

II. Scope

A. Employees

This policy covers all County employees with the following exceptions:

- Deputy District Attorneys (whose existing policy precedes this one),
- Temporary and on-call employees (whose tenure and status renders application of the provisions impracticable, but from whom the County expects adherence to the work rules listed in Section III).

Additionally, the policy will apply to employees in a bargaining unit only when and if:

- The bargaining agent has agreed to its terms; or
- The County has exhausted its bargaining obligation under the Oregon Public Employees Collective Bargaining Act regarding the matters contained in this policy.

B. Applicants

Applicants for County employment are covered by the terms of this policy only as specifically stated in the sections regarding protection of confidentiality and pre-employment drug testing.

III. Employee Work Rules

In addition to existing work rules, while on duty or operating a County vehicle an employee shall:

- A. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or drugs, including alcohol containers and drug paraphernalia, 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.
- B. Not report for duty while under the influence of alcohol or drugs.

- C. Not absent him/herself from duty or be unfit to fully perform duties for reasons attributable to, or produced by, use of alcohol or prohibited drugs except as provided in the section "Use of Leave" for assessment and/or rehabilitation purposes.
- D. Not interfere with the administration of this Drug Policy. Examples include, but are not limited to, the following: tainting, tampering, or substitution of blood or urine samples; falsifying information regarding the use of prescribed medications or controlled substances; or failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol.
- E. Notify his/her supervisor prior to beginning work or operating equipment or a vehicle of any prescription or nonprescription medications which may interfere with the safe and effective performance of duties or operation of County equipment or vehicles.
- F. Bring prescription drugs onto work premises in their original container with the name of the physician, patient and drug, and its dosage on it; or provide within twenty four (24) hours of request a current valid prescription in the employee's name for any drug or medication identified by the employee as the cause of his/her behavior.
- G. Disclose promptly (upon the next working day) and fully to his/her supervisor all drug or alcohol-related convictions, guilty pleas, or no contest pleas or diversions that:
 - 1. are employment-related (i.e., conduct leading to conviction occurred while on-duty, on County property, or in a County vehicle); or
 - 2. result in a loss or limitation of driving privileges and the employee's job is identified as requiring a valid license; or
 - 3. adversely impact an employee's ability to perform his/her job.

IV. County Role

It is the County's role to ensure that:

- A. A copy of this policy is provided to all employees;
- B. All County managers and supervisors and employees receive training regarding the terms of this policy;
- C. Managers and supervisors are held responsible for implementation of this policy.
- D. The confidentiality requirements outlined in this policy are maintained.

Unless otherwise specifically stated in these procedures, the administrative responsibility for implementation of the County's role shall reside with the Department Managers, Elected Officials, and/or their designees.

V. Employee Assistance and Treatment

The County recognizes that its employees are its most valuable resource, and that drug and alcohol dependence is a treatable disease. Therefore, employees are encouraged to seek assistance for drug or alcohol problems at the earliest possible time and before work performance suffers. The County makes a variety of resources available to help employees, through their benefits coverage and health promotion programs, as described in Section V, part "C" herein and Appendix A.

A. Voluntary Self-Referrals

The County recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems. However, it is the employee's responsibility to seek assistance before drug and alcohol problems lead to disciplinary action. If an individual is concerned that he/she may have a substance abuse problem, he/she is encouraged to voluntarily seek assistance from professionals trained in substance abuse assessment and treatment. There are a number of helpful resources offered by the County, and/or the employee may use resources of their own choosing. Employees who voluntarily seek and obtain professional help for substance abuse problems, and who thereafter refrain from violating this Policy, will not be subject to disciplinary action provided no job performance or conduct problems exist which would merit discipline, and provided no rule violations have occurred.

B. Mandatory Referral for Drug or Alcohol Assessment

Mandatory referral for assessment by a County-selected chemical dependency specialist shall be at the County's expense, and shall be specifically limited to those circumstances in which:

- The employee acknowledges having a drug/alcohol problem when being confronted on a job performance issue; or
- The employee has been found to be under the influence of drugs or alcohol by the testing procedures and a diagnosis is required in accordance with Section VI below; or
- The mandatory referral or treatment is in conjunction with and in conformity with the requirements of Section VI below regarding disciplinary action.

C. Resources for Assistance

The County, through the Employee Services Division, shall maintain resources to help employees obtain evaluation and treatment of drug and alcohol problems. Employees are encouraged to use these

resources. Appendix A details resources currently available to County employees. The County, through the Employee Services Division, shall maintain and periodically publish a guide to drug and alcohol assistance resources.

D. Use of Leave

Time used for purposes of assessment, evaluation, counseling, and treatment of drug and alcohol dependency may be charged against accrued and available sick leave. Use of accrued and available vacation leave for the above stated purposes, related to drug or alcohol dependency, shall be in accordance with the same requirements which would apply to any other illness or injury. Granting of a leave of absence without pay for the above stated purposes shall be governed by the same rules as would apply to any other request for such a leave.

E. Information Program and Voluntary Utilization

The Employee Services Division (Benefits and Health Promotion Section) shall provide information and training to all employees regarding the nature of drug and alcohol dependency and the treatment resources available through the Employee Assistance Program (EAP) and the County's health insurance programs.

F. Confidentiality

The County shall abide by the applicable laws defining and governing confidential medical information. All information from an employee's or applicant's drug/alcohol evaluation is confidential and only those with a legitimate legal need to know may be informed of the results. EAP and other visits to treatment professionals are also confidential. Disclosure of confidential information will not occur unless written authorization is obtained from the employee or applicant, except for the following unusual circumstances: disclosures, without employee/applicant consent, may occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the employee waives his/her right to confidentiality, for example by placing the information at issue in a formal dispute between the employer and employee or applicant; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is physically unable to authorize disclosure.

VI. Discipline.

A. Procedure

The disciplinary procedures for employees represented by a collective bargaining agent shall be carried out in conformance with the applicable collective bargaining agreement. Disciplinary processes for nonrepresented, classified employees shall be carried out in conformance with the Personnel Rules. Unclassified employees are "at will" employees serving at the pleasure of the appointing authority and are not subject to any specified disciplinary procedure.

B. Cause for Discipline

1. Rules. The rules cited in Section III above are in addition to other work rules and obligations which may apply to the employee.
2. Mitigation. Employees will be held fully accountable for their conduct. Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for misconduct or poor performance except as specifically provided in B.3. below.
3. Last Chance Agreement. In certain limited instances in which performance or conduct would otherwise lead to termination, a "Last Chance Agreement" may be implemented as specified in "D" below in addition to the discipline imposed.

C. Conduct not Warranting Termination

The level of discipline chosen and imposed shall be based on the totality of the employee's performance and conduct in light of his or her work history in accordance with the principle of full accountability stated in part "B.2" above. When the conduct of an employee subject to discipline involves violation of a drug- or alcohol-related rule cited in Section III above, the employee may, in addition to the discipline imposed, be subject to a requirement that the employee be subject to random drug testing for two years, as well as other performance requirements connected with the discipline. A positive drug or alcohol test during this period shall result in termination. Additionally, in order to address the issue of reasonable employer trust regarding future conduct, the employee may as a condition of continuing employment be required to successfully participate in and complete:

- If no dependency is diagnosed, a drug education program.
- If a chemical dependency is diagnosed, the treatment program and all follow-up requirements as determined by a County selected chemical dependency specialist.

Failure to successfully participate in such required programs will result in termination.

D. Termination: Last Chance Agreements

In instances in which an employee's conduct and performance is deemed to warrant termination and the employee is, prior to termination, diagnosed by a County selected chemical dependency specialist, as having a diagnosable chemical dependency, the employee may, at the County's option, be offered continued employment on a last chance agreement basis, subject to whatever conditions are included at the time the agreement is made. Such "last chance" offers will not be automatically offered, but will be based on the totality of the circumstances and the employee's work history. Such agreements will require the agreement and signature of ~~[the County's Labor Relations Manager,~~ the employee's supervisor, the employee, and, if applicable,

the recognized labor representative. Any such agreement will include but not be limited to a requirement that the employee successfully enroll, participate in, and successfully complete a treatment program as recommended by the chemical dependency specialist; specifically to include the right for the County to administer random drug or alcohol tests following any treatment for a period of two (2) years from the date of completion of the treatment. A copy of the agreement format to be used is attached to this policy.

VII. Testing

- A. Employees. Any employee shall be subject to testing based on reasonable suspicion of being under the influence of alcohol or prohibited drugs. Employees shall additionally be subject to post-casualty testing; such testing is precipitated by events such as defined in Section IX. Employees shall not be subject to random drug testing except: (1) as a term of a Last Chance Agreement; (2) if assigned, transferred, promoted, or demoted to a safety sensitive position.
- B. Applicants. Applicants will be informed of the pre-employment drug/alcohol test requirements at the time their application is submitted, per Attachment A. Prior to an offer of employment, the final candidate for any position shall be subject to drug and alcohol testing. No applicant found to test positive for prohibited drugs or alcohol shall be offered employment unless the presence in the body of the drug in question is reasonably determined by the County to be a result of a valid current prescription for the drug identified in the drug screen. Applicants will be allowed to request a retest, at their own expense, within 30 days after testing. If the retest is negative, the applicant will be reimbursed by the County. Refusal to take the test shall be the basis for discontinuing an applicant in the selection process. An applicant found to test positive shall be removed from the eligibility list and shall not be placed on any County eligibility list for a period of one year from the date the test results were received by the County.
- C. Test Method. Testing for alcohol or drugs shall be by urine or blood analysis. The employee shall have the option to determine which of the two tests is utilized.
- D. Laboratory Selection. All drug or alcohol testing shall be performed by a laboratory or laboratories selected by the County and certified by the State of Oregon for drug or alcohol testing.
- E. Obtaining and Testing Samples
 - 1. Obtaining Samples.
 - a. The employee shall be escorted to a designated collection site for purposes of obtaining a sample of their urine or blood.
 - b. The employee designated to give a sample must be positively identified to the collection site person prior to any sample being obtained.

- c. An interview with the employee prior to the test shall serve to establish any use of drugs currently taken under medical supervision. Any such claimed use shall be substantiated by documentation provided by the employee within 24 hours.
- d. The sample will be obtained by a person trained and qualified to obtain the sample in question.
- e. The sample shall be sealed, labeled, and checked against the identity of the employee to ensure the results match the testee. The employee shall sign off on the sample and the chain of custody documents. Samples shall be stored in a secure and refrigerated atmosphere prior to delivery to the testing laboratory.

2. Testing of the Sample.

- a. The testing shall consist of a multi-step procedure of initial screening, affirmation, and, if positive, confirmation.
- b. The initial screening method or methods selected shall be capable of identifying alcohol and drugs as defined in this policy and procedure.
- c. The confirmation procedure shall be technologically different than the initial screening test. In those cases where the second test confirms the presence of alcohol or drugs in the sample, the sample will be retained for a period of one year in case of a dispute.

3. Chain of Custody.

- a. Each sample shall be sealed and inspected for any tampering throughout the chain of custody.
- b. Each step in the collecting and processing of the collected sample shall be documented to establish the chain of custody.

F. Notification and Appeal.

- 1. Notification. Test results will be issued by the testing laboratory only to the investigatory or supervisory personnel designated by the County and only following the confirmatory test cited in E.2.a. above. 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.
- 2. Appeal.
 - a. Retesting. 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 retested 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.

- b. Stay of Discipline. If an employee requests a retest, any disciplinary action shall be stayed pending the results of the retesting.
- G. Diagnosis of Employees Testing Positive. Any employee who is found through testing to be under the influence of drugs or alcohol shall be referred by ~~the Employee Services Division~~ the County to a chemical dependency specialist selected by the County for a diagnostic evaluation. The specialist shall determine whether the employee has an alcohol or drug dependency in accordance with the current Diagnostic and Statistic Manual criteria.
- H. Confidentiality. The testing reports are considered to be medical records and shall be handled accordingly. Results shall be disclosed only on a strict legal need to know basis to other administrative personnel and to the tested employee upon request. Additional confidentiality issues are discussed in Section V, Part F.

IX. Definitions

- A. Alcohol. Ethyl alcohol and all beverages or liquids containing ethyl alcohol.
- 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 425.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.
- C. County. Multnomah County, Oregon.
- D. Drug Test. A laboratory analysis of blood or urine to determine the presence of prohibited drugs or alcohol or their metabolites in the body.
- E. 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.
- F. 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.

- G. Prescription Medication. A medication for which an employee is required by law to have a valid, current prescription.
- H. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol. A belief based on objective and specific articulable facts sufficient to lead a supervisor to suspect that an employee has consumed or is under the influence of drugs, controlled substances, or alcohol such that the employee's ability to perform his/her job is impaired or the employee's ability to perform his/her job safely is reduced. Examples of such objective and specific articulable signs of prohibited substance use include, but are not limited to any one or a combination of possible indicators such as: 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, difficulty concentrating, theft from office or from other persons, unexplained absences during office hours, or employee's admission of use of prohibited substances in a manner which could affect work performance.
- I. Safety Sensitive Position. An employee in the Office of the Sheriff assigned to a position where the employee: (1) carries a firearm; or (2) has direct contact with inmates; or (3) is responsible for the handling and processing of drugs or narcotics or other seized property or monies of high value (over \$1,000). An employee outside the Office of the Sheriff who is assigned a firearm shall also be subject to random testing solely for the period of time in which (s)he is in possession of the firearm. The classifications or individuals in safety sensitive positions shall specifically include, but not be limited to, those listed in Attachment B. [Note: to be added when job descriptions are reviewed.]
- J. Under the Influence of Alcohol. An individual is considered to be "under the influence of alcohol" when the individual's blood alcohol content exceeds [-02%] .04%.
- K. Under the Influence of Drugs. An individual is considered to be "under the influence of drugs" when testing indicates that controlled substances are present in the blood or urine in the following amounts:
- Marijuana - 75 nanograms/milliliter
- For other prohibited drugs - 300 nanograms/milliliter or the prevailing NIDA standard, whichever is lesser or more stringent.
- L. Last Chance Employment Agreement. An agreement in lieu of termination, between the County and an employee who would otherwise be terminated, which specifies the conditions to which the employee must adhere in order to remain employed.
- M. Post-Casualty Testing. Drug and/or alcohol testing which is initiated as a result of either:
- The use of deadly force on the part of an employee (Office of the Sheriff), or

- An accident which resulted in a hospital admission or death and concerning which there is reasonable foundation to believe that drugs or alcohol, if present in the body of an involved employee, could have been the cause or a contributing cause of the accident.

N. 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.

APPENDIX A: RESOURCES FOR ASSISTANCE
WITH DRUG/ALCOHOL CONCERNS
(February 1992)

- Employee Assistance Program - Cascade Counseling Center provides free, confidential counseling services to all permanent County employees (employed half-time or more) and their families. Cascade helps employees deal with personal problems on an individual basis, including substance abuse problems. Services are available 24 hours a day at two offices in the Portland area:

East Portland
7931 NE Halsey #202
233-3841

Tigard
7180 SW Fir Loop #1-A
639-3009

Appointments can be made after hours for your convenience, and all information disclosed to the counselor is confidential.

- Medical Insurance Coverage - Both Kaiser and the Multnomah County Health Plan (ODS) provide coverage for alcohol and chemical dependency treatment, subject to certain limitations and/or maximums. For detailed information, you may contact the carriers directly or refer to your medical plan booklet. Information numbers:

Kaiser Permanente: (503) 721-2000

ODS Health Plan: (503) 228-6554

Nurses and exempt employees under the County plan administered by ODS also have a Preferred Provider (PPO) component to their coverage. Vantage, the PPO, must be contacted as a first step for chemical dependence treatment. ~~[if preferred (i.e., lower) rates are desired.]~~ The phone number is: Vantage Direct 280-7660 or 1-800-433-5086.

In addition to these resources, Employee Services Division can offer assistance:

- Health Promotion - 248-3477: information on drug health effects and Peer Support Program.
- Benefits - 248-3477: help in clarifying coverage for substance abuse treatment (you can remain anonymous if you'd like).
- Training - 248-5015: supervisor training for dealing with substance abuse problems in the worksite.

If you'd prefer to talk to one of the Peer Support Volunteers (recovering County employees who make themselves available to talk to other employees, informally and confidentially) see their names listed on the Peer Support poster in your work area, in the quarterly Health Promotion Schedule, or call Health Promotion for a referral to one of the peers (you can be anonymous).

- Helpline: 232-8083 in Portland 1-800-621-1646 Statewide

This is a free, confidential 24-hour help, information, and referral line for people with drug or alcohol problems. This service is provided by the Oregon Council on Alcoholism and Drug Abuse.

875H

LAST CHANCE AGREEMENT

The following agreement is entered into between The Employer and The Employee. This agreement serves as a guide for the employee as to what is expected for continued employment with the Employer.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or outpatient rehabilitation program approved by the Employer. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with The Employer will be terminated.
2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the employer. The Employer has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.
3. I understand that the signing of this agreement shall allow the Employer the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare.
4. A. If the Employer believes that I am using drugs or alcohol, I agree to submit to an alcohol/drug test (blood test, urinalysis, or breath test) at any time required by the Employer for a period of 24 months. I understand that if I refuse to take the alcohol/drug test or if the test is positive, my employment will be terminated immediately.

B. I agree to submit to periodic, unannounced, unscheduled drug testing (blood test, urinalysis or breath test) by the Employer for a period of 24 months from the date I return to work. (This time period will increase accordingly if you are absent from work, for any reason, for a cumulative period of one month or more.) I understand that if I refuse to take a drug test or if the test is positive, my employment will be terminated.
5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation program.
6. It is understood that this agreement constitutes a final warning and is non-precedent setting for any other employees with the Employer in the future. Each case will be reviewed on its own merit.
7. I understand the Employee Assistance Program is available to me should personal problems arise in the future that may have an effect on my ability to remain in compliance with the Drug and Alcohol Policy and/or this agreement.
8. I realize that violation of the Drug and Alcohol Rules and/or policies at any time in the future is cause for termination.

9. I realize that upon my return to work, if my performance does not match the standards outlined in the attachment hereto, I will be terminated.
10. (For unclassified employees only). I understand that as an unclassified employee I am an "at will" employee of Multnomah County and that the County retains the right to terminate me for any or no reason without appeal. In executing this agreement I understand and agree that the standard for terminating me is in no way amended by this agreement. I waive any and all rights to sue the County based on an allegation that this agreement has been breached.

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 Termination Authority)** (Date)

(Labor Representative (Date)
if applicable)

(Employee's Immediate (Date)
Exempt Supervisor***) (optional)

(Multnomah County (Date)
Labor Relations, if applicable*)

[Note: Guidelines as to whose signature is required and when will be provided below.]

Footnotes:

- * Necessary only if terms of the Labor Agreement are waived or excepted.
** Always necessary.
*** Optional in cases in which immediate supervisor does not have termination authority.

ATTACHMENT A

MULTNOMAH COUNTY PREEMPLOYMENT TESTING FOR DRUGS

The Objective

In 1988 Congress enacted the Drug-Free Workplace Act to assist (and require) federal contractors to establish and maintain a work environment that is free from the effects of drug use and abuse. While we are not subject to this law, we agree with that goal. We intend to do everything we can to make it a reality in our workplace. For that reason, we expect all applicants and employees to be [alcohol?] and drug-free.

Testing of Applicants

We require all applicants to be free of illegal or nonprescribed drugs [and alcohol?] and every offer of employment is conditioned upon passing appropriate urine tests. We test for the following substances: [Alcohol,?] Amphetamines, Barbiturates, [Benzodiazepines,?] Cocaine, Opiates, [Propoxyphene,?] and THC (Marijuana).

An applicant who refuses to be tested or tests positive (including a positive test for a legal drug that was not fully explained on the pretest survey form) will be treated as if the application were voluntarily withdrawn. Applicants who are rejected for these reasons may reapply after 180 calendar days, but any new job offer will again be conditioned on passing the tests.

An applicant who switches, dilutes, adulterates, or in any way tampers with the requested sample(s), or otherwise attempts to manipulate the testing process, will also be treated as if the application were voluntarily withdrawn. Applicants rejected for these reasons will not be considered for future employment under any circumstances.

Appeal Rights/Right to Retesting

Applicants can obtain test results by making a written request within 30 days after testing. The request should be addressed to _____, Multnomah County, _____, Portland, OR 97_____. An applicant who makes a timely request will have 30 days (from the day the test results are mailed or otherwise communicated) to explain any positive result and/or to request a retest (at the applicant's expense) of the same specimen. The retest will be done by our laboratory. An applicant who satisfactorily explains test results or whose "retest" does not indicate the presence of drugs will be reimbursed for the cost of the retest and will be offered the next suitable position that becomes available.

Confidentiality

All test results will be maintained in a secure file and will only be communicated on a business "need to know" basis.

Situations Not Covered By Policy

We recognize that situations will arise which are not specifically covered by this policy and these guidelines (for example, situations involving applicants who have been convicted of or pled "no contest" or forfeited bond or bail to [alcohol or?] drug use or drug activity charges). We will deal with them on a case-by-case basis taking into account such things as the nature of the situation or problem, the potential impact on coworkers and the public and our Alcohol and Drug Policy, the applicant's prior employment record, and the potential impact on production, safety, and public perceptions.

ACKNOWLEDGEMENT AND CONSENT TO TESTING

1. I, _____
[Please print your full name]
acknowledge receiving a copy of the Multnomah County Preemployment Drug-Testing Policy. I understand that every offer of employment is conditioned upon passing urine tests for drugs [and alcohol?].
2. I understand that Multnomah County has asked me to be tested to see whether I have any [alcohol?], illegal or nonprescribed drugs in my system. I understand _____ [insert name] will do the testing.
3. I voluntarily agree to provide samples of my urine for testing and to submit to any related physical or other examination. I do not have any physical, medical, or other conditions which could be aggravated by the taking of such a sample.
4. I authorize the release of the test results (and any other relevant medical information) to Multnomah County for its use in evaluating my application for employment. I also release Multnomah County from all liability arising out of or connected with the testing.
5. I understand that if I refuse to submit to the testing, to give the requested sample(s) and/or to authorize the release of the results to the County, I will not be considered for employment. I also understand that I will not be considered if the test results indicate that I do not meet Multnomah County's alcohol and drug standards.
6. I understand that any attempt to switch, dilute, adulterate or in any way tamper with the requested sample(s) or to otherwise manipulate the testing process will also result in denial of employment.

Applicant's Signature

Today's Date

Meeting Date: SEPTEMBER 10, 1992

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPROVAL OF TRANSITION PLAN

BOARD BRIEFING _____ (date) _____ REGULAR MEETING SEPTEMBER 10, 1992 (date)

DEPARTMENT NON-DEPARTMENTAL DIVISION AFFIRMATIVE ACTION

CONTACT JERRY BITLE TELEPHONE 823-3173

PERSON(S) MAKING PRESENTATION JERRY BITLE, LAURIE SITTON, JAN CAMPBELL, FACILITIES MANAGEMENT STAFF

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 30 MINUTES

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

APPROVAL OF COUNTY TRANSITION PLAN FOR MODIFYING COUNTY FACILITIES TO BE ACCESSIBLE FOR PEOPLE WITH DISABILITIES AS REQUIRED BY THE 1990 AMERICANS WITH DISABILITIES ACT.

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 28 AM 10:53
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Sent Copies of Resolution 92-171 to Jerry Bitle & George 9-10-92.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving the)	
County's Transition Plan for	)	R E S O L U T I O N
Modifying Facilities for Access)	
for People with Disabilities as	)	92-171
Required by the 1990 Americans)	
with Disabilities Act)	

WHEREAS, Multnomah County supports the goal of assuring that no otherwise qualified individual with a disability shall, solely on the basis of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service or activity because of inaccessible County facilities; and

WHEREAS, Multnomah County supports the right of every citizen, regardless of disability, to have access to County facilities providing direct services to the public; now therefore

IT IS HEREBY RESOLVED that the Multnomah County Board of Commissioners reaffirms its goal of complying with the requirements of the Americans with Disabilities Act with approval of the attached Transition Plan; and

IT IS FURTHER RESOLVED that the Multnomah County Board of Commissioners reaffirms its goal of modifying County facilities, when readily achievable, to assure access for people with disabilities.

DATED this 10th day of September, 1992.

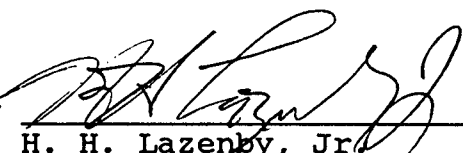


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Gladys McCoy, Chair

REVIEWED:

LAURENCE KRESSEL
MULTNOMAH COUNTY COUNSEL

By 
H. H. Lazenby, Jr.
Assistant County Counsel



MULTNOMAH COUNTY

TRANSITION PLAN FOR COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990

**Prepared for
Multnomah County Board of Commissioners
Elected Officials
Departments**

Prepared by:

Jerry Bitle
City/County AA Office

Jan Campbell
Metropolitan Human Rights Commission

Approved by:


Chair

City/County Advisory Committee
on the Disabled

(Date 8/25/92)

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INTRODUCTION

Multnomah County, as required by the Americans with Disabilities Act of 1990, submits this Transition Plan for the modification of County-owned and leased facilities. The Plan combines a review of program and facility access evaluations into a Plan that assures program, service, and activity (PSA) access as its primary goal.

METHODOLOGY

Each Multnomah County Department was surveyed to determine whether their programs, services, and activities (PSAs) were accessible to people with disabilities. The Departments were asked to identify and describe each program, service, and activity that provided a benefit directly to the public. Additionally, the Departments were asked to name the location(s) where those programs, services, and activities (PSAs) were provided. (The Plan **does not** include evaluations of subcontract providers.) From these data, a facility disabled access evaluation was conducted to determine whether each facility was accessible to people with disabilities per ADA Accessibility Guidelines (ADAAG).

Based on the combined surveys, this Transition Plan stresses program, service, and activity access as opposed to universal facility access. Where PSAs are provided by the Departments in several locations throughout the County and where cost of modifying all facilities was a major concern, the Department was asked to submit a plan for providing access at some locations but not in all facilities. (PSAs provided in only one facility did not receive this option). Thus, this plan reflects the necessity of providing access but, because of costs, does not require modifications in every facility used by the County in providing direct services and benefits to the public. In addition, facilities that are scheduled to be vacated or completely renovated during the transition period were evaluated but were not included in the Plan.

Only one facility, the Bybee-Howell House (farm house on Sauvie Island) qualified for a historical site exemption and is therefore not included in the Plan. Other facilities that generally are not used by the public were also omitted for the Plan. (A list of these facilities is available from the County ADA Coordinator.)

County Parks were included in the surveys and each administrative office was evaluated for access; however, the park grounds (camping, swimming areas, playgrounds, etc.) were not included in this Plan because final guidelines have not been propagated and issued at this writing. The Plan will be updated once final guidelines are available.

The County currently replaces curb cuts based on ADA standards as part of maintenance, CIP (Capital Improvement Plan), development, sidewalk, or engineering projects. A program will be developed to systematically retrofit curbs to meet ADA standards. The Transportation Division plans to phase compliance with the ADA in the following manner.

June 1 - September 30, 1992:

Identify through record and site specific surveys those curb radii that need to be modified. Also identify those buildings and services that are priority locations (e.g. libraries, government offices, hospitals, etc.), and plan public improvements with the CIP program to increase accessibility.

September 30 - December 30, 1992:

Develop a plan to bring all identified system deficiencies under ADA compliance. The plan will be based on a system rating priority locations and high usage pedestrian traffic-ways.

January - February 1993:

Allocate resources to retrofit curb radius and submit plan for current year to County ADA Coordinator.

PRIORITIES

The Plan sets priorities for modifying facilities based on PSA access and involve several criteria such as: the type of programs, services, and activities offered at the facility; whether the PSAs were offered at multiple locations; and the volume of public activity associated with the PSAs. Priorities were set by evaluating the above criteria and placing each PSA into four categories: heavy public use, moderate public use, and limited public use, and very little public use. (See attached chart of Program Priorities.) The selection of facilities to be modified during the Plan reflect an evaluation of the location of the facility (distance to travel between facilities for PSA access), the availability of public transportation, and the nature of the PSA.

STANDARDS

The standards used for evaluating facilities was the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Those standards and the State of Oregon Uniform Building Code will be used in the modification of facilities.

Throughout this Plan, the words "bring to code" mean that in order to comply with accessible requirements the element referred to will have to meet ADAAG and Oregon Codes.

SCHEDULE

The schedule for completing the modifications described in this Transition Plan are based on providing PSA access and are as follows:

Modifications necessary for PSA access (e.g. entrance, parking space designation, path of travel, signage, etc.) will begin with the

implementation of this Plan and will be completed by December 31, 1993.

Major Structural modifications (e.g. restroom remodeling, hand rails, alarm systems, etc.) that assure access to all elements of a facility will begin with the implementation of this Plan. Working drawings will be completed by February 28, 1993 with modifications to be completed by December 31, 1994.

PERSON RESPONSIBLE

The person responsible for implementation of this Plan is:

F. Wayne George, Facilities Manager
Multnomah County Department of Environmental Services
2505 SE 11th
Portland, OR 97202
(503) 248-3322/TDD (503) 248-5040

MISCELLANEOUS

Elements of access that are not structural in nature (e.g. TDD, seating, tables, work areas, exhibits, signs and information displays) will be provided for and modified throughout the course of the Plan. Portable assistive listening devices are available for facilities lacking permanent equipment. Text telephones will be installed over the course of the Plan in accordance with ADAAG requirements. Vending machines, serving the public, will be brought into compliance as part of the contract renewal process.

As mentioned in the Methodology section, certain buildings scheduled to be renovated or vacated within a short period of time were not included in the Transition Plan. Those buildings are the Donald E. Long Home (Juvenile Justice) and the Peterson Building (DA's Office and Sheriff's Office).

Cost estimates for modifying facilities are based on figures developed by Facilities and Property Management Division. The estimates are preliminary and are designed to give the reader general costs associated with modifying certain elements of facility access. Costs to bring all evaluated facilities into ADA compliance comes to an estimated \$3,229,700. The Department of Libraries plan to regionalize their services, and the Department of Community Corrections plan to modify only one facility, lowers the overall estimate to \$2,718,100. A more detailed breakdown of costs are on file with Facilities and Property Management and the City/County Affirmative Action Office.

PROGRAM PRIORITIES CHART

<u>PROGRAM</u>	<u>PUBLIC USE</u>	<u>MULTIPLE LOCATIONS</u>
Court House	Heavy	No**
Health Clinics and Services	Heavy	Yes*
Libraries	Heavy	Yes
Aging Services	Heavy	Yes*
Social Services	Heavy	Yes*
Community Corrections	Heavy	Yes*
Expo Center and Fair	Heavy	No
Employee Services	Heavy	No
Licenses & Assessment & Taxation	Heavy	No
District Attorney/ Support Enforcement	Heavy	No
Juvenile Justice:		
Detention	Moderate	No
Counseling	Heavy	Yes*
County Parks	Heavy	Yes
Planning	Moderate	No
Sheriff's Office and		
Detention	Moderate	Yes
Counseling	Heavy	Yes*
Animal Control	Moderate	No
Elections	Moderate	No
Facilities Management	Limited	No
Auditor's Office	Limited	No
Maintenance	Very Little	No

* Denotes that the programs, services, or activities can be, or are, offered at locations other than the County facilities (e.g. place of residence or work site visits, through providers, etc.).

** Includes County Commissioners' and DA's offices, hallways, and restrooms but not Courtrooms operated by the State of Oregon.

PROGRAM ACCESS NARRATIVE
DEPARTMENT OF COMMUNITY CORRECTIONS

The Department of Community Corrections in most cases is able to provide its case management services at a client's home or place of employment if access is a concern. Therefore, the Department of Community Corrections will only modify its owned facility at 421 SE 10th for mobility impaired clients. All other clients with disabilities will be provided case management services in the most integrated setting possible using all Community Corrections facilities.

Estimated costs to bring all Community Correction facilities into ADA compliance comes to \$87,900. Cost to modify 421 SE 10th is \$7,500.

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Probation 1415 SE 122nd	Adult Probation	6/12/92

Parking - Place signs.

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - No wheelchair access to lower floor - program on upper level.

Doors - Okay.

Elevators - N/A

Stairs - Replace handrails.

Rest Rooms - Need padding, back grab bars, levered handles.

Signage - Bring to code.

Alarm System(s) - No system.

Drinking Fountains - Replace controls.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Probation, 1415 SE 122nd

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: \$ 1,500

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: _____

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: \$ 8,000

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting levels, TDD)

Subtotal: \$ 7,000

TOTAL: \$ 16,500

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Probation 412 SW 12th	Adult Probation	6/12/92

Parking - N/A

Curb Cuts - Okay.

Entrance - Entry door closes too fast.

Path of Travel (ramps) - Okay.

Doors - Levered handles.

Elevators - Bring to code.

Stairs - Need hazard strips, replace handrails.

Rest Rooms - Need levered controls, need back grab bars, modify sink.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Bring to code.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Probation, 412 SW 12th

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 3.500

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 2.500

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 7.000

TOTAL: \$13.000

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Probation
821 SE 14th

Program

Adult Probation

Date

6/12/92

Parking - N/A

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Move water cooler.

Doors - Place levered handles on public access doors.

Elevators - Bring to code.

Stairs - Replace handrails.

Rest Rooms - Need levered handles, pad sink, lower towel dispenser, install back grab bars.

Signage - Bring to code.

Alarm System(s) - No alarm system.

Drinking Fountains - First floor not accessible.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Probation, 821 SE 14th

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: _____

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: \$ 5,000

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: \$ 5,000

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting levels, TDD)

Subtotal: \$ 5,000

TOTAL: \$15,000

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Probation
2205 NE Columbia

Program

Adult Probation

Date

6/12/92

Parking - Re-mark pavement; install signs.

Curb Cuts - Fix abrupt edge.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Okay.

Elevators - N/A

Stairs - N/A

Rest Rooms - Need back grab bars.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - N/A

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Probation, 2205 NE Columbia

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 500

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 1,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 8,500

TOTAL: \$ 10,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Probation Services 421 SE 10th	Adult Probation	6/12/92

Parking - Okay.

Curb Cuts - N/A

Entrance - Doors too narrow.

Path of Travel (ramps) - Okay.

Doors - Replace entry, levered handles.

Elevators - N/A

Stairs - Need hazard strip, replace handrails.

Rest Rooms - Okay. Levered handles on staff rest rooms.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Okay.

Public Phone - Phone too low for wheelchair.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Probation Services, 421 SE 10th

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 2,500

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 500

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 500

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 4,000

TOTAL: \$ 7,500

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Women's Transition
736 NE Couch

Program

Transitional Housing

Date

6/12/92

Parking

Curb Cuts

Entrance

Path of Travel (ramps)

Doors

Elevators

Stairs

Rest Rooms

Signage

Alarm System(s)

Drinking Fountains

Public Phone

Misc. - Home visits for disabled clients/not an accessible facility.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Women's Transition, 736 NE Couch

PRIORITY CLASS:

1. Entry to Building
Doors*
Ramps
Surfaces

Subtotal: \$ 4,000

2. Path of Travel
Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 1,800

3. Rest Rooms
Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 15,000

4. Drinking Fountains

5. Counter heights at transactions points
Public phones
Vending machines

6. Signage

7. Alarms: tactile
flashing
audible

8. Other (parking, lighting
levels, TDD)

Subtotal: _____

TOTAL: \$ 21,300

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Women's Transition 631 SE Taylor	Transitional Housing	6/12/92

Parking - N/A

Curb Cuts - There are none, but we need them.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Need hazard warnings and lever hardware.

Elevators - No elevators to upper floor, but program access is on accessible first floor.

Stairs - Handrails need updating.

Rest Rooms - Sinks do not comply - need padding.

Signage - Bring to code.

Alarm System(s) - Visual needed.

Drinking Fountains - N/A

Public Phone - Does not comply - too high and no provision for hearing impaired.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Women's Transition, 631 SE Taylor

PRIORITY CLASS:

1. Entry to Building
Doors*
Ramps
Surfaces

Subtotal: \$ 500

2. Path of Travel
Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal:

3. Rest Rooms
Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 100

4. Drinking Fountains

5. Counter heights at transactions points
Public phones
Vending machines

6. Signage

7. Alarms: tactile
flashing
audible

8. Other (parking, lighting
levels, TDD)

Subtotal: \$ 4,000

TOTAL: \$ 4,600

* Includes width, threshold, handles, force required, closer timing

PROGRAM ACCESS NARRATIVE
DEPARTMENT OF ENVIRONMENTAL SERVICES

The Department of Environmental Services, through the Facilities and Property Management Division, has responsibility for coordinating accessibility modifications to all Multnomah County facilities. Priority will be given to modifications required to provide program, service, and activity access based on the Program Priorities Chart with special attention given to inaccessible facilities that provide unique, one of a kind, programs.

Estimated costs to bring into ADA compliance Environmental Services facilities, and those facilities managed by the Department but used by several different departments, comes to \$1,397,000.

Facility Name**Address****Program****Date**

Oxbow Park Office
3010 SE Oxbow Parkway

Parks

6/10/92

Parking - No designated spots.

Curb Cuts - N/A

Entrance - Not accessible - step up.

Path of Travel (ramps) - Okay. Wood handrails.

Doors - 30" wide - not accessible, levered handles.

Elevators - N/A

Stairs - N/A

Rest Rooms - Outhouse - some accessible with grab bars.

Signage - Bring to code.

Alarm System(s) - N/A

Drinking Fountains - N/A

Public Phone - Outside main office - provide sound enhancement.

Misc. - No set office hours for public.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Oxbow Park Office, 3010 SE Oxbow Parkway

PRIORITY CLASS:

1. Entry to Building
Doors*
Ramps
Surfaces

Subtotal: \$ 1,000

2. Path of Travel
Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 2,000

3. Rest Rooms
Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: _____

4. Drinking Fountains

5. Counter heights at transactions points
Public phones
Vending machines

6. Signage

7. Alarms: tactile
flashing
audible

8. Other (parking, lighting
levels, TDD)

Subtotal: _____

TOTAL: \$ 3,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Blue Lake Admin - only 20500 NE Marine Dr. Troutdale OR	Parks	6/12/92

Parking - Access aisle not 60" wide.

Curb Cuts - N/A

Entrance - There is no accessible route to main office.

Path of Travel (ramps) - Accessible parking in front of building with ramp in back and no route between.

Doors - Doors need appropriate hardware. Hazardous areas not marked.

Elevators - N/A

Stairs - No handrails.

Rest Rooms - Were locked.

Signage - Not to code.

Alarm System(s) - N/A

Drinking Fountains - Building locked; couldn't check.

Public Phone - N/A

Misc. - No set office hours for public.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Blue Lake Admin - only, 20500 NE Marine Dr.

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 5,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: _____

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: _____

TOTAL: \$ 5,000

* Includes width, threshold, handles, force required, closer timing

Facility Name.
Address

Ford Building
2505 SE 11th

Program

Date

Purchasing/Facilities 6/12/92

Parking - N/A

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Inside ramp more than 1:12.

Doors - Okay.

Elevators - Braille call buttons.

Stairs - Bring handrails to code.

Rest Rooms - First and second floors not accessible. Bring third floor to code.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Bring to code.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Ford Building, 2505 SE 11th

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 3,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 1,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$22,000

TOTAL: \$26,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Animal Control 24450 W. Columbia Troutdale	Pound	6/12/92

Parking - Okay.

Curb Cuts - N/A

Entrance - One inch high bump from parking lot to entry.

Path of Travel (ramps) - N/A

Doors - Entry door heavy.

Elevators - N/A

Stairs - N/A

Rest Rooms - Okay.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Too low - bring to code.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Animal Control, 24450 W. Columbia

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: \$ 500

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: \$ 1,000

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: _____

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting
 - levels, TDD)

Subtotal: \$ 16,000

TOTAL: \$ 17,500

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Morrison Building 2115 SE Morrison	Planning DES Admin.	6/10/92

Parking - Not close to accessible entrance.

Curb Cuts - Okay.

Entrance - Fix back sloping pad to Planning Section, 3/4" threshold.

Path of Travel (ramps) - Need to clearly mark route to Administration Section.

Doors - Need levered handles, hazard warning.

Elevators - Bring to code.

Stairs - Bring handrails to code.

Rest Rooms - Doors are heavy.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Replace controls.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Morrison Building, 2115 SE Morrison

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 500

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$10,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 1,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$17,000

TOTAL: \$28,500

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Program

Date

Elections
1040 SE Morrison

Elections

6/10/92

Parking - None provided.

Curb Cuts - Okay.

Entrance - Need to make accessible entrance, give directions on inaccessible doors.

Path of Travel (ramps) - Need to widen main path to office areas - 2nd floor not accessible.

Doors - Levered handles.

Elevators - N/A

Stairs - Bring handrails to code.

Rest Rooms - Levered handles.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Floor to spout 39" high - not accessible.

Public Phone N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Elections, 1040 SE Morrison

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 1,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 1,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 8,000

TOTAL: \$10,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Courthouse 1021 SW 4th	County Board/DA's Office	6/10/92

Parking - N/A. Street parking only.

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Need levered handles on public access doors.

Elevators - Need visual alarm.

Stairs - Need hazard strip, handrails brought to code.

Rest Rooms - First floor not accessible, update features on other floors.

Signage - Bring to code.

Alarm System(s) - ?

Drinking Fountains - Accessible on 1, 2, and 4th floors only.

Public Phone - Okay.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Courthouse, 1021 SW 4th

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: _____

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: \$25,000

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: \$40,000

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting levels, TDD)

Subtotal: \$320,000

TOTAL: \$385,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Assessment & Taxation 610 SW Alder, Floors 2,3,4,5	Licenses/ Assessment & Taxation	6/9/92

Parking - N/A

Curb Cuts - Okay.

Entrance - Replace back sloping pad at main entrance.

Path of Travel (ramps) - Okay.

Doors - Front doors too heavy.

Elevators - Lower call buttons and car controls.

Stairs - Stairs to elevator lobby not to code, install handrails to code.

Rest Rooms - None offered.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Bring fountains to code.

Public Phone - Controls too high.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Assessment & Taxation, 610 SW Alder, Floors 2,3,4,5

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: \$ 500

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: \$ 3,000

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: _____

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting
 - levels, TDD)

Subtotal: \$22,000

TOTAL: \$25,500

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Mead Building
421 SW 5th

Program

Community Corrections
Social Services
Community Development

Date

6/9/92

Parking - N/A

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Need levered handles/hazard warning/mark fire exit doors.

Elevators - Lower call button.

Stairs - Bring handrails to code.

Rest Rooms - Second and third floor accessible - need back grab bars, latch doors, make sixth floor accessible. Mark inaccessible rest rooms - notice of accessible floors.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Second and third accessible - need to modify all others.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Mead Building, 421 SW 5th

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$45,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$200,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$53,000

TOTAL: \$338,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Gill Building 426 SW Stark	Health Social Services	6/9/92

Parking - N/A

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Need levered handles, hazard warning, mark fire exits.

Elevators - Need braille call buttons.

Stairs - Bring handrails to code, need hazard strip, mark as exit doors.

Rest Rooms - Mark inaccessible rest rooms - direction to accessible floors - need back grab bar/some have missing padding, install levered handles.

Signage - Bring to code.

Alarm System(s) - Need visual.

Drinking Fountains - Fifth floor okay. All others need to be modified.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Gill Building, 426 SW Stark

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$50,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$125,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$215,000

TOTAL: \$390,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Portland Building 1120 SW Fifth, 14-15 Floors (County)	Chair's Office Employee Services Support Services Commissioner's Offices	6/9/92

Parking - Okay.

Curb Cuts - Okay.

Entrance - Need signage on inaccessible entrances.

Path of Travel (ramps) - Okay.

Doors - Doors from parking are too heavy/need levered handles - hazard warning.

Elevators - Okay.

Stairs - Okay.

Rest Rooms - Need back grab bars - space between double entrance door too narrow.

Signage - Bring to code.

Alarm System(s) Install visual.

Drinking Fountains - Okay.

Public Phone - Okay.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Portland Building, 1120 SW 5th, 14-15 Floors

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: _____

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: _____

TOTAL: \$50,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Expo and Fair Grounds 2060 N. Marine Dr.	Expo & Fair	6/9/92

Parking - Okay.

Curb Cuts - N/A

Entrance - Okay.

Path of Travel (ramps) - Level main entrance ramp to eliminate 1" raise.

Doors - Okay.

Elevators - N/A

Stairs - N/A

Rest Rooms - Need padding in men's.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Modify handles and adjust height.

Public Phone - Okay.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Expo and Fair Grounds, 2060 N. Marine Dr.

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 2,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$104,000

TOTAL: \$106,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Yeon Shops 1620 SE 190th	Auto & County Maint.	6/12/92

Parking - Okay.

Curb Cuts - N/A

Entrance - Threshold 1" instead of 1/2".

Path of Travel (ramps) - Problem with path to elevator - can't use main entrance to reach elevator - path blocked.

Doors - Need levered hardware on public access doors.

Elevators - Not in compliance - need Braille on call buttons, visual and audible floor indicators, and door width 32" instead of 36".

Stairs - No handrails.

Rest Rooms - Need back grab bars, sink needs lever handles.

Signage - Bring to code.

Alarm System(s) - Bring to code.

Drinking Fountains - Bring to code.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Yeon Shops, 1620 SE 190th

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 1,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 1,500

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 250

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 9,750

TOTAL: \$ 12,500

* Includes width, threshold, handles, force required, closer timing

PROGRAM ACCESS NARRATIVE
DEPARTMENT OF HEALTH SERVICES

The Department of Health Services will be given priority in modifying its facilities for access, especially where entrances and path of travel present obstacles for mobility impaired. Those facilities would include the North Portland Health Clinic, East County Health Clinic, Southeast Health Clinic, and the Medical Examiner's Office. Additional consideration will be given to providing at least one accessible rest room in each examination area of each facility.

Estimated costs to bring the Department's facilities into ADA compliance comes to \$323,000.

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
East County Health Clinic 620 NE 2nd Gresham	Health	6/9/92

Parking - Parking across street with no designated wheelchair path or curb cut.

Curb Cuts - Install on sidewalks.

Entrance - Thresholds of doors not to code.

Path of Travel (ramps) - Ramp too steep - handrails not to code.

Doors - Thresholds of doors not to code. Hazard warning needed.

Elevators - N/A

Stairs - N/A

Rest Rooms - Floor space in stalls not to code. Pipes need to be insulated.

Signage - Bring to code.

Alarm System(s) - Bring to code.

Drinking Fountains - Spout does not comply. Need to increase water pressure.

Public Phone - Operation controls don't comply. No provision for hearing-impaired.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: East County Health Clinic, 620 NE 2nd, Gresham

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: \$ 8,000

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: \$ 6,000

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: \$20,000

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting levels, TDD)

Subtotal: \$33,000

TOTAL: \$67,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
NE Health Center 5329 NE MLK Jr. Blvd.	Health	6/9/92

Parking - Not in compliance to number.

Curb Cuts - Okay.

Entrance - Not to code.

Path of Travel (ramps) - Slope to entrance not to code.

Doors - Public access doors need to have lever hardware. Place hazardous warning knobs where necessary.

Elevators - Elevator floor buttons inside do not have braille, indented, or raised lettering.

Stairs - Okay.

Rest Rooms - Mirrors too high, install levered knobs on doors and pipes need to be wrapped.

Signage - Bring to code.

Alarm System(s) - Bring to code.

Drinking Fountains - Okay.

Public Phone - Okay.

Misc. - Reception desk - 48". Need to have table in waiting area lower for people to fill out forms. Clinic area: hallways have scales, etc. in them, no clear pathway. Examining rooms have lever hardware. Rest rooms not accessible - no lever hardware, doors too heavy, need proper signage, doors are 29", no grab bars.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: NE Health Clinic, 5329 NE MLK Jr. Blvd.

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 500

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 5,500

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 40,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 34,500

TOTAL: \$ 80,500

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address
Southeast Health Clinic
3653 SE 34th

Program

Health

Date

6/9/92

Parking - Okay.

Curb Cuts - Too narrow. Door jam 1". Main entrance pad slopes backward - need 60" flat-pad.

Entrance - Modify main entrance threshold.

Path of Travel (ramps) - No level landings at main entrance.

Doors - Okay.

Elevators - No elevator - but has more than one story.

Stairs - Okay.

Rest Rooms - Okay.

Signage - Bring to code.

Alarm System(s) - Okay. Need hazard warning handles and signage.

Drinking Fountains - Not accessible.

Public Phone - Okay.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Southeast Health Clinic, 3653 SE 34th

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: \$10,000

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: \$ 3,000

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: _____

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting levels, TDD)

Subtotal: \$ 7,000

TOTAL: \$20,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Burnside Health Clinic 618 NW Davis	Health	6/9/92

Parking - N/A. Street parking only.

Curb Cuts - Okay.

Entrance - Fast moving manual door - need levered handles on doors.

Path of Travel (ramps) - No ramps - okay.

Doors - Need levered handles on doors - hazard warning needed.

Elevators - No public use of second floor.

Stairs - Handrails not in compliance - need tactile warnings. Need hazard warning for door to stairs.

Rest Rooms - Lever hardware needed. Pipes need to be wrapped. Towel dispenser to high. No toe clearance.

Signage - Bring to code.

Alarm System(s) - Bring to code.

Drinking Fountains - N/A

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Burnside Health Clinic, 618 NW Davis

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 1,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 8,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 1,500

TOTAL: \$10,500

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
International Health Clinic 12710 SE Division	Health	6/10/92

Parking - Okay.

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Main door heavy, hazard warning.

Elevators - N/A

Stairs - N/A

Rest Rooms - Insulate pipes, install back grab bars.

Signage - Bring to code.

Alarm System(s) - Okay.

Drinking Fountains - Okay.

Public Phone - Okay.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: International Health Clinic, 12710 NE Division

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 3,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 2,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 8,000

TOTAL: \$13,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
North Portland Health Clinic 8916 N. Woolsey	Health	6/9/92

Parking - Parking does not comply.

Curb Cuts - Not to code.

Entrance - There is not one principle entrance located on accessible route.

Path of Travel (ramps) - Poor.

Doors - Doors to clinic/pharmacy accessible. Doors to admin. are not - need lever hardware on public access doors. No access to WIC office.

Elevators - N/A

Stairs - N/A

Rest Rooms - Grab bars not to code. Mirrors not to code. Pharmacy and clinic rest rooms accessible. (Need back grab bar). WIC and admin. sections not accessible.

Signage - Bring to code.

Alarm System(s) - Bring to code, need hazardous warning.

Drinking Fountains - N/A

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: North Portland Health Clinic, 8916 N. Woolsey

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: \$20,000

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: \$20,000

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: \$10,000

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting levels, TDD)

Subtotal: \$22,000

TOTAL: \$72,000

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Medical Examiner
301 NE Knott

Program

Morgue

Date

6/12/92

Parking - Place sign.

Curb Cuts - Okay.

Entrance - Replace entry.

Path of Travel (ramps) - Okay.

Doors - Entry door close set double door - replace.

Elevators - N/A

Stairs - Replace handrails.

Rest Rooms - Make accessible.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Replace with accessible fountain.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Medical Examiner, 301 NE Knott

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 6,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$15,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 8,000

TOTAL: \$29,000

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address
Marlene Building
20 NE 10th/1027 Burnside

Program

Health

Date

6/9/92

Parking - Not to code.

Curb Cuts - N/A

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Too heavy. Hardware needs to comply. Burnside doors to narrow.
Hazardous areas need to be marked.

Elevators - Bring to code.

Stairs - Handrails do not meet code.

Rest Rooms - Not to code in administrative or clinic area.

Signage - Bring to code.

Alarm System(s) - None.

Drinking Fountains - N/A

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Marlene Building, 20 NE 10th/1027 Burnside

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 4,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 4,500

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$20,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 2,500

TOTAL: \$31,000

* Includes width, threshold, handles, force required, closer timing

PROGRAM ACCESS NARRATIVE
DEPARTMENT OF LIBRARIES

While the ideal situation would be to have all Library buildings in complete compliance, the Library recognizes that that cannot be done with available resources. Consequently, Library staff reviewed each location (facility) using the priorities set forth in the Plan (e.g. distance of travel between facilities, availability of public transportation, and the nature of PSA's offered) and determined that modification priority would be given to five facilities. Those facilities are the Central Library and four branches: North Portland, Capitol Hill, Holgate, and Hollywood. These five facilities will be modified to enhance the number of already accessible facilities in the Library System.

Estimated costs to bring all County Libraries into ADA compliance comes to \$889,300. Costs to modify selected facilities for access comes to \$458,100.

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Administration Building 205 NE Russell	Library	6/10/92

Parking - Repair access aisle - raised from pavement.

Curb Cuts - N/A

Entrance - Bring slope to entrance to code.

Path of Travel (ramps) - Must ring bell to use elevator.

Doors - Install levered handles, hazard warning.

Elevators - Bring to code.

Stairs - Okay.

Rest Rooms - Modify to comply.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Okay.

Public Phone - Install sound enhancement.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Administration Building, 205 NE Russell

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 7,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$10,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$40,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$10,000

TOTAL: \$67,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Central Library 801 SW 10th	Library	6/10/92

Parking - Street parking only.

Curb Cuts - Okay.

Entrance - Stairs are slick - need hazard warning.

Path of Travel (ramps) - Historical site - ramps okay.

Doors - Need levered handles on public access doors.

Elevators - Bring to code.

Stairs - Slick/uneven and need hazard warning.

Rest Rooms - Pad sinks, adjust low sink clearance.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Adjust knee clearance/spout height.

Public Phone - Okay.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Central Library, 801 SW 10th

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$50,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$30,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$171,000

TOTAL: \$251,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Midland Library 805 SE 122nd	Library	06/10/92

Parking - Bring access aisle to code.

Curb Cuts - Okay.

Entrance - Widen entrance to 32", modify threshold to 1/2".

Path of Travel (ramps) - Ramp from parking to entrance uneven with wood handrails.

Doors - Bring to code, levered handles.

Elevators - N/A

Stairs - N/A

Rest Rooms - Doors only 27" - not accessible.

Signage - Bring to code.

Alarm System(s) - Need visual.

Drinking Fountains - Not wheelchair accessible.

Public Phone - (Outside) bring to code.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Midland Library, 805 SE 122nd

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 2,500

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$10,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$15,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$14,500

TOTAL: \$42,000

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Belmont Library
1038 SE 39th

Program

Library

Date

6/10/92

Parking - Street parking.

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Handrails one side only, electronic exist only - 30-1/2".

Doors - Levered handles.

Elevators - N/A

Stairs - N/A

Rest Rooms - Okay.

Signage - Bring to code.

Alarm System(s)

Drinking Fountains - N/A

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Belmont Library, 1038 SE 39th

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 2,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: _____

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$10,500

TOTAL: \$12,500

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Rockwood Library 17917 SE Stark	Library	6/10/92

Parking - Okay.

Curb Cuts - Fix abrupt edges on ramp "built up" from parking to sidewalk.

Entrance - Doors are heavy - adjust.

Path of Travel (ramps) - Modify curb cut.

Doors - Install levered handles.

Elevators - N/A

Stairs - N/A

Rest Rooms - Doors only 26", not accessible.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Spout 39", twist controls.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Rockwood Library, 17917 SE Stark

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 500

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 6,500

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 15,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 14,000

TOTAL: \$ 36,000

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Woodstock Library
6008 SE 49th

Program

Library

Date

6/10/92

Parking - Need correct sign.

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Need levered handles.

Elevators - N/A

Stairs - N/A

Rest Rooms - Doors only 27", not accessible, levered handles.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Modify controls.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Woodstock Library, 6008 SE 49th

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 4,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$12,500

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$13,500

TOTAL: \$30,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Gregory Heights 7921 NE Sandy	Library	6/10/92

Parking - Enlarge aisle.

Curb Cuts - Cut from parking to sidewalk - not flush.

Entrance - Threshold is 1", doors too heavy.

Path of Travel (ramps) - Okay.

Doors - Levered handles, main entry too heavy.

Elevators - N/A

Stairs - N/A

Rest Rooms - Doors 27", not accessible.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Spout too high, replace controls.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Gregory Heights Library, 7921 NE Sandy

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 200

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 6,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 12,500

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 14,000

TOTAL: \$ 32,700

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Old Town Library 219 NW Couch	Library	6/10/92

Parking - N/A

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Small reading room.

Doors - Okay.

Elevators - N/A

Stairs - N/A

Rest Rooms - N/A

Signage - Bring to code.

Alarm System(s) - None provided.

Drinking Fountains - N/A

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Old Town Library, 219 NE Couch

PRIORITY CLASS:

1. Entry to Building
Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel
Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms
Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: _____

4. Drinking Fountains

5. Counter heights at transactions points
Public phones
Vending machines

6. Signage

7. Alarms: tactile
flashing
audible

8. Other (parking, lighting
levels, TDD)

Subtotal: \$ 2.000

TOTAL: \$ 2.000

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Hillsdale Library
1525 SW Sunset

Program

Library

Date

6/10/92

Parking - No spot in lot (steep grade) spot provide on street/marked).

Curb Cuts - Need curb cuts.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Inside double door swing shut too fast, install levered handles.

Elevators - N/A

Stairs - Hazard step.

Rest Rooms - Doors 27", not accessible.

Signage - Bring to code.

Alarm System(s) - No alarm system.

Drinking Fountains - Not accessible.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Hillsdale Library, 1525 SW Sunset

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 6,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$20,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$14,000

TOTAL: \$40,000

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Capitol Hill Library
10723 SW Capitol Hill

Program

Library

Date

6/10/92

Parking - Need signs.

Curb Cuts - No cuts on street.

Entrance - Doors too heavy.

Path of Travel (ramps) - Okay.

Doors - Entry too heavy, need levered handles.

Elevators - N/A

Stairs - N/A

Rest Rooms - Doors 27", not accessible.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Spout 39" - replace.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Capitol Hill Library, 10723 SW Capitol Hill

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 2,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$40,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$14,300

TOTAL: \$56,300

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Holgate Library 7905 SE Holgate	Library	6/10/92

Parking - Install marked path to sidewalk.

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Need levered handles.

Elevators - N/A

Stairs - N/A

Rest Rooms - Doors too narrow - not accessible.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Bring to code.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Holgate Library, 7905 SE Holgate

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 2,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$35,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$14,300

TOTAL: \$51,300

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Hollywood Library
3930 NE Hancock

Program

Library

Date

6/10/92

Parking - Street parking.

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Need levered handles.

Elevators - N/A

Stairs - N/A

Rest Rooms - Doors only 27", not accessible.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Too low, bring to code.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Hollywood Library, 3930 NE Hancock

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 4,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$30,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$13,500

TOTAL: \$47,500

* Includes width, threshold, handles, force required, closer timing

Facility Name**Address****Program****Date**

North Portland Library
512 N. Killingsworth

Library

6/10/92

Parking - N/A

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Second floor not accessible.

Doors - Levered handles.

Elevators - N/A

Stairs - Replace handrails.

Rest Rooms - Doors only 27", not accessible.

Signage - Bring to code.

Alarm System(s) - No alarm system.

Drinking Fountains - Spout 39".

Public Phone - Okay.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: North Portland Library, 512 N. Killingsworth

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$28,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$10,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$14,000

TOTAL: \$52,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
St. Johns Library 7510 N. Charleston	Library	6/10/92

Parking - Gravel lot, not County but used by patrons.

Curb Cuts - None

Entrance - Okay.

Path of Travel (ramps) - Ramp from gravel lot, not usable.

Doors - Levered handles.

Elevators - N/A

Stairs - N/A

Rest Rooms - Doors only 27", not accessible.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - N/A

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: St. Johns Library, 7510 N. Charleston

PRIORITY CLASS:

1. Entry to Building
Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel
Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$10,000

3. Rest Rooms
Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$10,000

4. Drinking Fountains

5. Counter heights at transactions points
Public phones
Vending machines

6. Signage

7. Alarms: tactile
flashing
audible

8. Other (parking, lighting
levels, TDD)

Subtotal: \$11,500

TOTAL: \$31,500

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Gresham Library 385 NW Miller Gresham	Library	6/10/92

Parking - Okay, one sign missing.

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Okay.

Elevators - N/A

Stairs - N/A

Rest Rooms - Men's towel dispenser too high.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Okay.

Public Phone - Provide sound enhancement.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Gresham Library, 385 NW Miller

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: _____

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$25,000

TOTAL: \$25,000

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address
Sellwood Library
7904 SE Milwaukie

Program
Library

Date
6/10/92

Parking - Parking in back of building, not close to entrance.

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Levered handles.

Elevators - N/A

Stairs - N/A

Rest Rooms - Need grab bars, sink padding.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Spout 39".

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Sellwood Library, 7904 SE Milwaukie

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: \$ 2,000

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: _____

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: \$ 3,000

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting levels, TDD)

Subtotal: \$ 9,000

TOTAL: \$14,000

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Program

Date

Title Wave
216 NE Knott

Library

6/10/92

Parking - None provided.

Curb Cuts - None.

Entrance - Not accessible.

Path of Travel (ramps) - Stairs, no ramp.

Doors - Entry 27".

Elevators - N/A

Stairs - Not uniform, need handrails.

Rest Rooms - Not accessible.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - N/A

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Title Wave Library, 216 NE Knott

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$30,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 500

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$25,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 8,500

TOTAL: \$64,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Albina Library 3605 NE 15th	Library	6/10/92

Parking - Not enough spots for lot size, not marked on pavement.

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Levered handles.

Elevators - N/A

Stairs - N/A

Rest Rooms - Doors only 27", not accessible.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Floor to spout fountain, not accessible.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Albina Library, 3605 NE 15th

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 3,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$20,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$11,500

TOTAL: \$34,500

* Includes width, threshold, handles, force required, closer timing

PROGRAM ACCESS NARRATIVE
DEPARTMENT OF SOCIAL SERVICES

Transition Plan structural modifications to the administrative offices for the Department of Social Services (and its Divisions) located in the Mead and Gill Buildings will be the responsibility of Facilities Management. The Plan does not include the Donald E. Long Home which is due to be renovated during the Plan period. The Juvenile Justice Office on NE 7th was evaluated in conjunction with a City of Portland review. The evaluation is on file, however no cost estimates are included in this Plan. Other facilities where the Department provides direct service to clients and the public will be modified to allow access for people with disabilities. Modifications to Aging Services Branch Offices will be given priority.

Estimated costs to bring all Social Services facilities, providing direct services, into ADA compliance comes to \$90,500.

Facility Name
Address
West Branch ASD
1430 SW Broadway

Program
Aging Services

Date
6/9/92

Parking - N/A

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Modify 2nd floor threshold, lighten door, need hazard warning knobs.

Elevators - Lower car controls or provide wand.

Stairs - Need hazard strip.

Rest Rooms - Raise sink to 29" clearance below, pad pipes.

Signage - Bring to code.

Alarm System(s) - Install visual system.

Drinking Fountains - Install accessible fountain.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: West Branch ASD, 1430 SW Broadway

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: _____

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: \$ 3,500

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: \$ 500

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting levels, TDD)

Subtotal: \$ 4,500

TOTAL: \$ 8,500

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address
Northeast ASD
5329 NE MLK Jr. Blvd.

Program
Aging Services

Date
6/9/92

Parking - Need more spots next to entrance.

Curb Cuts - Okay.

Entrance - Need to widen main entrance.

Path of Travel (ramps) - Okay.

Doors - Need levered handles on public access doors - hazard warning.

Elevators - N/A

Stairs - N/A

Rest Rooms - Modify women's sink, add back grab bars and levered handles; men's okay.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Okay.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Northeast ASD, 5329 NE MLK Jr. Blvd.

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 2,500

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 1,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$11,000

TOTAL: \$14,500

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Impact ASD 4707 SE Hawthorne	Aging Services	6/9/92

Parking - Mark pedestrian path from parking to entrance.

Curb Cuts - No cut on streets.

Entrance - Okay.

Path of Travel (ramps) - Bring handrails to code.

Doors - Need levered handles - hazard warning.

Elevators - N/A

Stairs - N/A

Rest Rooms - Mark with accessible sign.

Signage - Bring to code.

Alarm System(s) - Install visual system.

Drinking Fountains - Install accessible fountain.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Impact ASD, 4707 SE Hawthorne

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 5,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: _____

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$10,000

TOTAL: \$15,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
David Douglas ASD 2900 SE 122nd	Aging Services	6/9/92

Parking - Need another access aisle.

Curb Cuts - Need cuts from street to sidewalk.

Entrance - Change one inch threshold, mark accessible entrance, give directions from inaccessible entrance.

Path of Travel (ramps) - Okay.

Doors - Okay. Doors have levered handles - need hazard warning.

Elevators - Need Braille on call buttons.

Stairs - Bring handrails to code.

Rest Rooms - Raise toilet seats, install back grab bars.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Install accessible fountains.

Public Phone - Okay.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: David Douglas ASD, 2900 SE 122nd

PRIORITY CLASS:

1. Entry to Building
Doors*
Ramps
Surfaces

Subtotal: \$ 500

2. Path of Travel
Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 2,500

3. Rest Rooms
Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 1,000

4. Drinking Fountains

5. Counter heights at transactions points
Public phones
Vending machines

6. Signage

7. Alarms: tactile
flashing
audible

8. Other (parking, lighting
levels, TDD)

Subtotal: \$ 18,500

TOTAL: \$ 22,500

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Juvenile Justice
4420 SE 64th

Program

Juvenile Probation

Date

6/12/92

Parking - N/A

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - No handrails.

Doors - Entrance okay. All public doors need lever hardware.

Elevators - Don't have. Stairs are not used by public.

Stairs - Stairs are not used by public.

Rest Rooms - Unisex rest room - needs rear grab bar and needs to modify sinks.

Signage - Bring to code.

Alarm System(s) - None.

Drinking Fountains - N/A

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Juvenile Justice, 4420 SE 64th

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: \$ 3,000

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: _____

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: \$ 2,000

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting levels, TDD)

Subtotal: \$ 1,000

TOTAL: \$ 6,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Juvenile Justice 9011 N. Dana	Juvenile Probation	6/12/92

Parking

Curb Cuts

Entrance

Path of Travel (ramps)

Doors

Elevators

Stairs

Rest Rooms

Signage

Alarm System(s)

Drinking Fountains

Public Phone

Misc. - Not an accessible facility/old home.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Juvenile Justice, 9011 N. Dana

PRIORITY CLASS:

1. Entry to Building
Doors*
Ramps
Surfaces

Subtotal: \$ 2,500

2. Path of Travel
Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 500

3. Rest Rooms
Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 20,000

4. Drinking Fountains

5. Counter heights at transactions points
Public phones
Vending machines

6. Signage

7. Alarms: tactile
flashing
audible

8. Other (parking, lighting
levels, TDD)

Subtotal: \$ 1,000

TOTAL: \$ 24,000

* Includes width, threshold, handles, force required, closer timing

PROGRAM ACCESS NARRATIVE
SHERIFF'S OFFICE

The Sheriff's Office has two access requirements to fulfill in complying with ADA obligations: first, are disabled inmates and second, are their visiting counsel, friends, and relatives. With these obligations in mind, priority will be given to modify the Hansen Building, Restitution Center, and Justice Center and make very minor changes to the Inverness Jail in order to comply with ADA requirements.

The Multnomah County Corrections Facility (Troutdale) is an old facility that does not meet accessibility requirements for inmates or visitors. Due to cost, only the visitors section will be modified for compliance.

Estimated costs to bring all Sheriff's Offices facilities into ADA compliance comes to \$437,500.

Facility Name
Address

Hansen Building
12240 NE Glisan

Program

Sheriff's Admin.

Date

6/12/92

Parking - Okay.

Curb Cuts - Need to flare sides of cut.

Entrance - Second double door is 27".

Path of Travel (ramps) - Install handrails.

Doors - Widen entry door, levered handles.

Elevators - Bring to code.

Stairs - Modify handrails.

Rest Rooms - Need levered controls.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Bring to code.

Public Phone - Move to accessible location.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Hansen Building, 12240 NE Glisan

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: \$10,500

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: \$ 3,000

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: \$ 500

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting levels, TDD)

Subtotal: \$27,000

TOTAL: \$41,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
MC Correction Facility 1906 SW Halsey	Sheriff	6/10/92

Parking - No spots provided.

Curb Cuts - N/A

Entrance - Not accessible 27".

Path of Travel (ramps) - No accessible path of travel.

Doors - 27".

Elevators - N/A

Stairs - N/A

Rest Rooms - Door too narrow, not accessible.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Not accessible.

Public Phone - N/A

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: MC Correction Facility, 1906 SW Halsey

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$25,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 1,000

TOTAL: \$26,000

* Includes width, threshold, handles, force required, closer timing

Facility Name
Address

Restitution Center
1115 SW 11th

Program

Sheriff's Work Rel.

Date

6/12/92

Parking - N/A

Curb Cuts - Okay.

Entrance - Wheelchair access hazardous.

Path of Travel (ramps) - Steep ramps, modify.

Doors - Levered handles on public access doors.

Elevators - Not accessible.

Stairs - Need hazard strip.

Rest Rooms - Doors too narrow.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - None provided.

Public Phone - Add sound enhancement.

Misc. - Not wheelchair accessible.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Restitution Center, 1115 SW 11th

PRIORITY CLASS:

- 1. Entry to Building
 - Doors*
 - Ramps
 - Surfaces

Subtotal: \$50,000

- 2. Path of Travel
 - Doors*
 - Ramps/steps
 - Surfaces
 - Protrusions
 - Knobs & Warnings
 - Elevators

Subtotal: \$20,000

- 3. Rest Rooms
 - Doors*
 - Stalls & Bars
 - Lavs
 - Toilets
 - Accessories
 - Signage

Subtotal: \$40,000

- 4. Drinking Fountains

- 5. Counter heights at transactions points
 - Public phones
 - Vending machines

- 6. Signage

- 7. Alarms: tactile
 - flashing
 - audible

- 8. Other (parking, lighting
 - levels, TDD)

Subtotal: \$12,000

TOTAL: \$122,000

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Inverness Jail 11540 NE Inverness	Sheriff	06/10/92

Parking - Not enough spaces for size of lot - need signs.

Curb Cuts - One inch edge from cut to pavement.

Entrance - Okay.

Path of Travel (ramps) - Okay.

Doors - Hazard warning.

Elevators - N/A

Stairs - N/A

Rest Rooms - Okay.

Signage - Bring to code.

Alarm System(s) - Okay.

Drinking Fountains - Okay.

Public Phone - Okay.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Inverness Jail, 11540 NE Inverness

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 500

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: _____

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: _____

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 1,000

TOTAL: \$ 1,500

* Includes width, threshold, handles, force required, closer timing

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Justice Center 1120 SW 3rd	Sheriff	6/9/92

Parking - N/A

Curb Cuts - Okay.

Entrance - Floors slick, access ramp blocked by restaurant tables.

Path of Travel (ramps) - Okay, surface is slick, place runners.

Doors - Main entrance doors are too heavy, need levered handles on public access doors.

Elevators - Need audible alarm/floor indicator.

Stairs - Need hazard warning strip.

Rest Rooms - Insulate pipes on 2nd floor.

Signage - Bring to code.

Alarm System(s) - Install visual.

Drinking Fountains - Okay.

Public Phone - Need sound enhancement.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Justice Center, 1120 SW 3rd

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ 7,000

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$60,000

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$20,000

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$160,000

TOTAL: \$247,000

* Includes width, threshold, handles, force required, closer timing

PROGRAM ACCESS NARRATIVE
DISTRICT ATTORNEY'S OFFICE

The District Attorney's Offices are located in several facilities which, except for the Peterson Building, are generally accessible. The Gresham District Court presents obstacles to the disabled that need correcting: first, the rest room needs modification for complete access, and secondly, a buzzer is needed so that people with mobility impairments can notify office staff of their presence. The DA's Office should also evaluate the paths of travel in it's offices to assure access to wheelchairs. (The Peterson Building is due to be vacated shortly and was therefore not included in this section. The Court House evaluation is in the Environmental Section).

Estimated costs to bring the Gresham District Court into ADA compliance are \$4,500.

<u>Facility Name</u> <u>Address</u>	<u>Program</u>	<u>Date</u>
Gresham District Court 158 NW Powell Gresham	DA's Office	6/9/92

Parking - Okay.

Curb Cuts - Okay.

Entrance - Okay.

Path of Travel (ramps) - Provide buzzer for people in wheelchair to access counter area.

Doors - Okay.

Elevators - N/A

Stairs - Bring handrails to code.

Rest Rooms - Install back grab bars.

Signage - Bring to code.

Alarm System(s) - No system provided.

Drinking Fountains - N/A

Public Phone - Install sound enhancement.

Misc.

**ADA ESTIMATE - Preliminary
Facilities and Property Management**

BUILDING: Gresham District Court, 158 NW Powell, Gresham

PRIORITY CLASS:

1. Entry to Building

Doors*
Ramps
Surfaces

Subtotal: \$ _____

2. Path of Travel

Doors*
Ramps/steps
Surfaces
Protrusions
Knobs & Warnings
Elevators

Subtotal: \$ 500

3. Rest Rooms

Doors*
Stalls & Bars
Lavs
Toilets
Accessories
Signage

Subtotal: \$ 500

4. Drinking Fountains

5. Counter heights at transactions points

Public phones
Vending machines

6. Signage

**7. Alarms: tactile
flashing
audible**

**8. Other (parking, lighting
levels, TDD)**

Subtotal: \$ 3,500

TOTAL: \$ 4,500

* Includes width, threshold, handles, force required, closer timing

3560P

Metropolitan Human Rights Commission

City/County Advisory Committee on the Disabled

R-7
Regular
Meeting
9-10-92

DATE: September 10, 1992

TO: Multnomah County Commissioners

FROM: Laurie P. Sitton
CCACD Chair

RE: **Multnomah County Transition Plan for ADA Compliance**

On July 26, 1990, President Bush signed into law the world's first comprehensive civil rights law for persons with disabilities, the Americans with Disabilities Act (ADA), an event that represented an historical benchmark and a milestone in America's commitment to full and equal opportunity for all of its citizens.

Protection is provided to individuals with disabilities under the five Titles of the ADA provides in the areas of employment, State and local government services (which we will be focusing on today), public accommodations, and telecommunications. The goal of the ADA is to afford **every individual** the opportunity to benefit from this country's businesses, goods and services, and to afford the businesses, goods and services the opportunity to benefit from the patronage of **all persons**.

Today we will be discussing **program access** as well as **architectural access**. Accessible architecture acknowledges that physical abilities change over a person's life time, and that the experience of functional limitations is not exceptional but universal. In an accessible environment, the inevitable changes in people's bodies does not limit their ability to reside in their own homes, to work, shop, travel and participate fully in community life.

The Department of Justice recommends developing a plan specifying what improvements will be made to remove barriers and when such solutions will be carried out: "...Such a plan...could serve as evidence of a good faith effort to comply..."

Using ADA Accessibility Guidelines, and the expertise of consumer advocate members of CCACD, Mr. Bitle and Ms. Campbell, we reviewed program access and conducted on-site accessibility assessments of the facilities.

Due to the nature of variations in programs, service and activities, and alternative solution, we altered as appropriate Title III (Public Accommodations) priority suggestion for barrier removal, which are:

1) Accessible **entrance** into the facility, 2) Access to **goods and services**, 3) Access to restrooms, and 4) any **other measures** necessary.

The resulting plan will be presented by Mr. Bitle.



Multnomah County

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City of Portland