

ANNOTATED MINUTES

**Tuesday, December 6, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland**

BOARD BRIEFING

- B-1 Continued Discussion of Draft Request for Proposals (RFP) for Ambulance Franchise and Discussion of the Process for Selection and Timelines. Presented by Bill Collins and Mike Williams.**

**BILL COLLINS AND MIKE WILLIAMS
PRESENTATION AND RESPONSE TO BOARD
QUESTIONS AND DISCUSSION. STAFF TO REQUEST
BOARD APPROVAL FOLLOWING PUBLIC HEARING
AT BOARD MEETING SCHEDULED FOR THURSDAY,
DECEMBER 22, 1994.**

**Wednesday, December 7, 1994 - 9:00 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland**

WORK SESSION

- WS-1 Board and Managers Discussion on the 1994-95 Mid-Year Performance Report; Review Status of Current Year Action Plans and Key Results Measures; and Updates on 3-6 High Priority Action Plans, for the Following:**

9:00 - 9:30 Portland/Multnomah Commission on Aging

**BECKY WEHRLI PRESENTATION AND RESPONSE
TO BOARD QUESTIONS. MS. WEHRLI INVITED
BOARD TO ATTEND A MARCH 7, 1995
CONFERENCE.**

9:30 - 11:30 Department of Library Services

**GINNIE COOPER, JUNE MIKKELSEN, CINDY
GIBBON, INGA BOUDREAU AND JEANNE
GOODRICH PRESENTATION AND RESPONSE TO
BOARD QUESTIONS.**

11:30 - 12:00 Metropolitan Arts Commission

BILL BULICK PRESENTATION AND RESPONSE TO

BOARD QUESTIONS. MR. BULICK DISCUSSED MAC TRANSITION TO THE REGIONAL ARTS AND CULTURE COUNCIL VIA A THREE COUNTY INTERGOVERNMENTAL AGREEMENT TO BE PRESENTED FOR BOARD APPROVAL IN THE NEAR FUTURE.

**Wednesday, December 7, 1994 - 2:00 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland**

SPECIAL MEETING

Chair Beverly Stein convened the meeting at 2:00 p.m., with Vice-Chair Tanya Collier, and Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

CHAIR STEIN OUTLINED THE PROCEDURE ORDER FOR TODAY, ADVISING THE BOARD WOULD START BY HEARING COMMISSIONER SALTZMAN'S PRESENTATION REGARDING HIS PROPOSALS; HEARING STAFF PRESENTATION OF CHAIR STEIN PROPOSAL REGARDING THE UNION CONTRACTS AND EXEMPT EMPLOYEES; HEARING PUBLIC TESTIMONY; AND PROCEED WITH BOARD DELIBERATIONS FOR ITEMS R-1 THROUGH R-13.

COMMISSIONER SALTZMAN PRESENTATION AND EXPLANATION OF ITEMS R-1 AND R-2, AND SUBMITTAL OF POSITION STATEMENT.

KEN UPTON PRESENTATION AND EXPLANATION OF ITEMS R-3 THROUGH R-11, ADVISING THE PROSECUTING ATTORNEYS BARGAINING UNIT (R-8) HAS DECLINED CHAIR STEIN'S PROPOSAL.

CURTIS SMITH PRESENTATION AND EXPLANATION OF ITEMS R-12 AND R-13, INCLUDING THREE NECESSARY TECHNICAL AMENDMENTS.

BILL SIZEMORE, FRANK GEARHART, EARL DEMERSSEMAN, JIM PESCHKA, TOM O'CONNOR, DAVID REDLICH, GARY BIAZZO AND JOHN NIEMEYER TESTIMONY IN OPPOSITION TO PROPOSED PAY INCREASES.

JORGE GONZALEZ, ERIC STACHON, JAMES SMITH,

**JOE DEVLAEMINCK, LORNA SCHILLING AND
DOUGLAS ELLIS TESTIMONY IN SUPPORT OF
CHAIR STEIN PROPOSED PAY INCREASES.**

**PATRICK WHITCOMB AND NANCY BETHUREM
TESTIMONY IN SUPPORT OF COMMISSIONER
SALTZMAN PROPOSALS.**

NON-DEPARTMENTAL

- R-1 RESOLUTION in the Matter of Extending all Current Public Employee
Contracts for 18 Months to Allow Time for the Legal Issues Associated with
Measure 8 to be Resolved**

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-1 AS SUBSTITUTED BY COMMISSIONER
KELLEY. COMMISSIONERS SALTZMAN AND
COMMISSIONER KELLEY COMMENTS IN SUPPORT
OF SUBSTITUTE RESOLUTION. COMMISSIONERS
HANSEN, COLLIER AND STEIN COMMENTS IN
OPPOSITION TO PROPOSED RESOLUTION.
COMMISSIONER SALTZMAN COMMENTS IN
RESPONSE. RESOLUTION FAILED, WITH
COMMISSIONERS KELLEY AND SALTZMAN
VOTING AYE, AND COMMISSIONERS HANSEN,
COLLIER AND STEIN VOTING NO.**

- R-2 RESOLUTION in the Matter of Freezing Step Pay Increases for Two Years
and Granting a One Time Pay Increase of 6% to County Employees**

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED FOR
PURPOSES OF DISCUSSION, APPROVAL OF R-2.
COMMISSIONER KELLEY COMMENTS IN
OPPOSITION TO PROPOSED RESOLUTION.
COMMISSIONER SALTZMAN PRESENTATION AND
EXPLANATION IN SUPPORT OF PROPOSED
RESOLUTION. COMMISSIONER HANSEN AND
STEIN COMMENTS IN OPPOSITION TO PROPOSED
RESOLUTION. RESOLUTION FAILED, WITH
COMMISSIONER SALTZMAN VOTING AYE, AND
COMMISSIONERS KELLEY, HANSEN, COLLIER AND
STEIN VOTING NO.**

- R-3 In the Matter of Ratification of an Amendment to the 1992-95 Collective
Bargaining Agreement Between Multnomah County and Multnomah County**

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-3.

KEN UPTON EXPLANATION OF ITEMS R-3 THROUGH R-11, ADVISING THE PROSECUTING ATTORNEYS BARGAINING UNIT (R-8) DID NOT ACCEPT CHAIR STEIN'S PROPOSAL.

FOLLOWING BOARD DISCUSSION REGARDING PROCESS, COMMISSIONERS COLLIER, HANSEN AND STEIN PRESENTED COMMENTS REGARDING THEIR POSITIONS ON CHAIR STEIN'S PROPOSAL. COMMISSIONERS COLLIER AND STEIN SUBMITTED POSITION STATEMENTS. COMMISSIONER SALTZMAN RESPONSE IN OPPOSITION TO CHAIR STEIN PROPOSAL.

R-3 APPROVED, WITH COMMISSIONERS HANSEN, COLLIER AND STEIN VOTING AYE, AND COMMISSIONERS KELLEY AND SALTZMAN VOTING NO.

R-4 In the Matter of Ratification of an Amendment to the 1992-95 Collective Bargaining Agreement Between Multnomah County and Multnomah County Juvenile Groupworkers Union, Local 88, AFSCME

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, R-4 WAS APPROVED, WITH COMMISSIONERS HANSEN, COLLIER AND STEIN VOTING AYE, AND COMMISSIONERS KELLEY AND SALTZMAN VOTING NO.

R-5 In the Matter of Ratification of the 1994-98 Collective Bargaining Agreement Between Multnomah County and the Oregon Nurses Association (ONA)

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, R-5 WAS APPROVED, WITH COMMISSIONERS HANSEN, COLLIER AND STEIN VOTING AYE, AND COMMISSIONERS KELLEY AND SALTZMAN VOTING NO.

R-6 In the Matter of Ratification of an Amendment to the 1992-95 Collective

**Bargaining Agreement Between Multnomah County and the Multnomah
County Deputy Sheriffs Association**

**UPON MOTION OF COMMISSIONER HANSEN,
SECONDED BY COMMISSIONER COLLIER, R-6 WAS
APPROVED, WITH COMMISSIONERS HANSEN,
COLLIER AND STEIN VOTING AYE, AND
COMMISSIONERS KELLEY AND SALTZMAN
VOTING NO.**

- R-7 In the Matter of Ratification of an Amendment to the 1992-95 Collective
Bargaining Agreement Between Multnomah County and Multnomah County
Corrections Officers Association**

**UPON MOTION OF COMMISSIONER COLLIER,
SECONDED BY COMMISSIONER HANSEN, R-7 WAS
APPROVED, WITH COMMISSIONERS HANSEN,
COLLIER AND STEIN VOTING AYE, AND
COMMISSIONERS KELLEY AND SALTZMAN
VOTING NO.**

- R-8 In the Matter of Ratification of an Amendment to the 1993-96 Collective
Bargaining Agreement Between Multnomah County and Multnomah County
Prosecuting Attorneys Association**

**UPON MOTION OF COMMISSIONER COLLIER,
SECONDED BY COMMISSIONER HANSEN, R-8 WAS
UNANIMOUSLY POSTPONED INDEFINITELY.**

- R-9 In the Matter of Ratification of an Amendment to the 1992-95 Collective
Bargaining Agreement Between Multnomah County and the International
Brotherhood of Electrical Workers (IBEW) Local 48**

**UPON MOTION OF COMMISSIONER COLLIER,
SECONDED BY COMMISSIONER HANSEN, R-9 WAS
APPROVED, WITH COMMISSIONERS HANSEN,
COLLIER AND STEIN VOTING AYE, AND
COMMISSIONERS KELLEY AND SALTZMAN
VOTING NO.**

- R-10 In the Matter of Ratification of an Amendment to the 1992-95 Collective
Bargaining Agreement Between Multnomah County and the International
Union of Operating Engineers (IUOE) Local 701**

**UPON MOTION OF COMMISSIONER HANSEN,
SECONDED BY COMMISSIONER COLLIER, R-10
WAS APPROVED, WITH COMMISSIONERS HANSEN,**

**COLLIER AND STEIN VOTING AYE, AND
COMMISSIONERS KELLEY AND SALTZMAN
VOTING NO.**

- R-11 In the Matter of Ratification of an Amendment to the 1992-95 Collective Bargaining Agreement Between Multnomah County and the Brotherhood of Painters and Allied Trades of American Painter District Council 55**

**UPON MOTION OF COMMISSIONER HANSEN,
SECONDED BY COMMISSIONER COLLIER, R-11
WAS APPROVED, WITH COMMISSIONERS HANSEN,
COLLIER AND STEIN VOTING AYE, AND
COMMISSIONERS KELLEY AND SALTZMAN
VOTING NO.**

- R-12 RESOLUTION in the Matter of Implementing Measure 8; Affirming Board Policy for Granting Equal Treatment to Exempt or Non-Exempt Employees; Declaring Board Intent to Give All Employees the Benefit of Pre-Tax Treatment of Employee PERS Contributions; and Directing Preparation of an Implementing Ordinance on Exempt Employee Compensation**

**COMMISSIONER HANSEN MOVED AND
COMMISSIONER COLLIER SECONDED, APPROVAL
OF R-12. AT THE REQUEST OF CURTIS SMITH,
AND UPON MOTION OF HANSEN, SECONDED BY
COMMISSIONER COLLIER, IT WAS UNANIMOUSLY
APPROVED THAT SECTION 3 OF THE RESOLUTION
BE AMENDED TO INCLUDE "EXCEPT AS
OTHERWISE PROVIDED BY COLLECTIVE
BARGAINING AGREEMENT" (RELATING TO THE
PROSECUTING ATTORNEYS BARGAINING UNIT).
RESOLUTION 94-232, AS AMENDED, WAS
APPROVED, WITH COMMISSIONERS HANSEN,
COLLIER AND STEIN VOTING AYE, AND
COMMISSIONERS KELLEY AND SALTZMAN
VOTING NO.**

- R-13 First Reading and Possible Adoption of a Proposed ORDINANCE Adjusting Exempt Employee Wages and Benefits in Order to Carry Out Measure 8, and to Equalize Benefits for Exempt and Non-Exempt Employees; Repealing Certain Provisions in Ordinance 740 Relating to Pension Benefits, Increasing Salaries and Salary Ranges for Exempt Employees, and Declaring an Emergency**

**PROPOSED ORDINANCE READ BY TITLE ONLY.
COPIES AVAILABLE. COMMISSIONER HANSEN
MOVED AND COMMISSIONER COLLIER**

SECONDED, APPROVAL OF THE FIRST READING. AT THE REQUEST OF CURTIS SMITH AND UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT AMENDMENTS BE MADE TO SECTIONS II AND III RELATING TO EFFECTIVE DATES. THE FIRST READING OF THE PROPOSED ORDINANCE, AS AMENDED, WAS APPROVED, WITH COMMISSIONERS HANSEN, COLLIER AND STEIN VOTING AYE, AND COMMISSIONERS KELLEY AND SALTZMAN VOTING NO. SECOND READING SCHEDULED FOR THURSDAY, DECEMBER 15, 1994.

There being no further business, the meeting was adjourned at 3:40 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON


Deborah L. Bogstad

Thursday, December 8, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PUBLIC HEARING

PH-1 The Tax Supervising and Conservation Commission Will Meet to Discuss and Conduct a Public Hearing on the 1994-95 Supplemental Budget for Multnomah County, Oregon.

TSCC CHAIR DICK ANDERSON CONVENED THE MEETING AT 9:35 AM, WITH CHARLIE ROSENTHAL AND COURTNEY WILTON OF TSCC, AND COUNTY COMMISSIONERS BEVERLY STEIN, TANYA COLLIER, SHARRON KELLEY AND GARY HANSEN PRESENT. DAVE WARREN, BRIAN FOWLES AND DAVE BOYER PRESENTATION AND EXPLANATION IN RESPONSE TO TSCC QUESTIONS AND DISCUSSION. NO ONE WISHED TO TESTIFY. HEARING ADJOURNED AT 9:45 AM.

Thursday, December 8, 1994 - 9:40 AM
Multnomah County Courthouse, Room 602

1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:45 a.m., with Vice-Chair Tanya Collier, and Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER COLLIER, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-19)
WAS UNANIMOUSLY APPROVED.**

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointment of Sandra Spiegel to the MULTNOMAH COUNTY COMMUNITY HEALTH COUNCIL
- C-2 ORDER [Memorializing November 22, 1994 Board Action Denying Appeal and Accepting Hearings Officer Decision] in the Matter of the Appeal of Lydia Mann from the Hearings Officer's Order Revoking Appellant's Adult Care Home License

ORDER 94-233.

JUVENILE JUSTICE DIVISION

- C-3 Ratification of Amendment #2 to Intergovernmental Agreement Contract 100744 Between the State of Oregon, Children's Services Division and Multnomah County, Increasing the County's Discretionary Bed Space Limitation from 70 to 77 Beds Per Day as a Result of an Overall Increase of 50 Additional Beds to the State Training Schools' Discretionary Bed Space Limitation, for the Period through June 30, 1995

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-4 ORDER in the Matter of the Execution of Deed D951101 Upon Complete Performance of a Contract to Oten Properties, Inc.
- C-5 ORDER in the Matter of the Execution of Deed D951134 for Certain Tax Acquired Property to Carole R. Ruland

ORDER 94-235.

- C-6 ORDER in the Matter of the Execution of Deed D951135 for Certain Tax Acquired Property to Jerry L. and Patricia Ann Matthews, Husband and Wife

ORDER 94-236.

- C-7 ORDER in the Matter of the Execution of Deed D951136 for Certain Tax Acquired Property to the Estate of Ruth A. Helfrich, c/o Douglas M. Fellows

ORDER 94-237.

- C-8 ORDER in the Matter of the Execution of Deed D951137 for Certain Tax Acquired Property to the Estate of Ruth A. Helfrich, c/o Douglas M. Fellows

ORDER 94-238.

- C-9 ORDER in the Matter of the Execution of Deed D951141 for Certain Tax Acquired Property to Emily C. Clayton

ORDER 94-239.

SHERIFF'S OFFICE

- C-10 Dispenser Class A OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for the ROYAL CHINOOK INN, 2609 NE CORBETT HILL ROAD, CORBETT
- C-11 Dispenser Class A OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for the TIPPY CANOE INN, 28242 E HISTORIC COLUMBIA RIVER HIGHWAY, TROUTDALE
- C-12 Dispenser Class C OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for LA CASITA ESPECIAL, 12113 SE FOSTER ROAD, PORTLAND
- C-13 Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for CORBETT COUNTRY MARKET, 36801 NE CROWN POINT HIGHWAY, CORBETT
- C-14 Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for GILL'S JACKPOT FOOD MART, 28210 SE ORIENT DRIVE, GRESHAM
- C-15 Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for LARSON'S MARINA, 14444 NW LARSON ROAD, PORTLAND
- C-16 Restaurant OLCC License Renewal Application Submitted by Sheriff's Office

with Recommendation for Approval, for SKIPPER'S SEAFOOD 'N' CHOWDER HOUSE #140, 1740 NE 122ND AVENUE, PORTLAND

- C-17 Retail Malt Beverage OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for PAPA-SON'S TAVERN, 12525 SE POWELL BOULEVARD, PORTLAND
- C-18 Retail Malt Beverage OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for the SPRINGDALE TAVERN, 32302 E CROWN POINT HIGHWAY, CORBETT
- C-19 Retail Malt Beverage OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for the WILD WOOD GOLF COURSE, 21881 NW ST. HELENS ROAD, PORTLAND

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 Presentation in the Matter of Employee Service Awards Honoring Multnomah County Employees with 5 to 35 Years of Service

BOARD GREETED, ACKNOWLEDGED AND PRESENTED 5 YEAR AWARDS TO REBECCA LORAIN AND NANCY SEAMAN OF ASD; PATRICIA GAUNT, REX SURFACE AND CAROLYNNE WEBBER OF CFS; AMY ALPANA OF DA; DONNA BUSTO AND DOROTHY STEELE OF DCC; LOLA DICKSON, KENNETH KAPPELER, NORA STEVENS, JANICE STODDARD AND SHIRLEY WORTHINGTON OF DES; JANN BROWN AND LON COOK OF JJD; GEOFFREY YOCOM OF DLS; AND YVONNE AMIDON, PATRICK BRUN, SHARRON KELLEY AND RITA MAGIONOS OF NOND. 10 YEAR AWARDS PRESENTED TO CAROLYN PAULSEN OF DES; AND NAOMI ANGIER AND WALTER MINKEL OF DLS. 15 YEAR AWARDS PRESENTED TO ROXY WATSON OF CFS; RITA EVERETT AND JOYCE NELSON OF DA; DEBORAH ATTWOOD, PHILLIP CLIFFORD, LARRY CRABB, MADELINE DAVALOS, BEVERLY GETCH, MARLA ROSENBERGER AND SHELLY STEVENS OF DES; NANCY JANES OF JJD; AND DAVID BOYER AND JEAN KARECKI OF NOND. 20 YEAR AWARD PRESENTED TO TERESA CARROLL OF DCC. 25 YEAR AWARDS PRESENTED TO JAMES ROOD OF DCC; AND LARRY HARDING AND JAMES STEGMILLER OF JJD. 30 YEAR AWARDS

PRESENTED TO HAROLD OGBURN OF JJD; SYLVIA MARIE HESTER OF DLS; AND MARILOUISE ALLEN OF NOND. 35 YEAR AWARD PRESENTED TO IRVING EWEN OF DES.

- R-2 Request for Approval of a Notice of Intent to Apply for a \$68,000 Juvenile Delinquency Prevention Grant from the Oregon Commission on Children and Families for a Three Year Program for Reducing Delinquency in the Whitman School Area**

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. CHRIS WHITE EXPLANATION. COMMISSIONER COLLIER COMMENTS IN SUPPORT. NOTICE OF INTENT UNANIMOUSLY APPROVED.

COMMUNITY AND FAMILY SERVICES DIVISION

- R-3 Budget Modification CFSD 2 Requesting Authorization to Transfer Funds within Children's Mental Health Youth Program Office to Create 1 FTE Program Development Technician and Increase Pass Through Payments in the Level 7 Program Budget**

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. KATHY TINKLE EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-4 Ratification of Intergovernmental Agreement Contract 103905 Between Multnomah County and Portland State University, Center for Population Research and Census, to Purchase Personal Interview Surveys in Designated Census Tract Block Groups in Troutdale, Fairview and Wood Village, to Determine the Number of Low and Moderate Income Households in an Attempt to Increase the Number of Areas Eligible for Assistance through the Community Development Block Grant**

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-4. KAREN WHITTLE EXPLANATION. COMMISSIONER HANSEN COMMENTS. AGREEMENT UNANIMOUSLY APPROVED.

- R-5 Ratification of Intergovernmental Agreement Contract 103985 Between Multnomah County and Portland Development Commission, Providing Funding for Weatherization Services at the Villa de Clara Vista Apartment Complex, for the Period Through June 30, 1995**

**COMMISSIONER HANSEN MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-5. REY ESPAÑA EXPLANATION.
AGREEMENT UNANIMOUSLY APPROVED.**

DEPARTMENT OF HEALTH

- R-6 Ratification of Intergovernmental Agreement Contract 201285 Between Multnomah County and Oregon Health Sciences University, Department of Otolaryngology, Providing Physician Services to County Clients During Two Four Hour ENT Clinics Per Month at Multnomah County Sites**

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-6. MARVIE KAISER EXPLANATION.
AGREEMENT UNANIMOUSLY APPROVED.**

- R-7 Ratification of Intergovernmental Agreement Contract 201275 Between Washington County and Multnomah County, on Behalf of CareOregon, Providing Immunizations, Diagnosis and Treatment of Sexually Transmitted Diseases, Tuberculosis and Other Communicable Diseases, for the Period Upon Execution through June 30, 1995**

**COMMISSIONER COLLIER MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-7. AMY GREDLER EXPLANATION.
AGREEMENT UNANIMOUSLY APPROVED.**

DEPARTMENT OF LIBRARY SERVICES

- R-8 RESOLUTION in the Matter of Approval of the Recommendations of the Central Library Advertising Subcommittee and the Schematic Design of the Central Library**

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-8. GEORGE CRANDALL SLIDE
PRESENTATION. GINNIE COOPER EXPLANATION
AND RESPONSE TO QUESTIONS OF
COMMISSIONER SALTZMAN. BILL NAITO
COMMENTS. RESOLUTION 94-240 UNANIMOUSLY
APPROVED.**

SHERIFF'S OFFICE

- R-9 Budget Modification MCSO #4a Requesting Authorization to Transfer \$35,170 from General Fund Contingency to the Sheriff's Office Budget to Fund Two**

Civil Deputies for the Period December 1, 1994 through June 1, 1995 to Handle the Increase in Mental Health Transports

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, TO POSTPONE R-9 INDEFINITELY. COMMISSIONER COLLIER REQUESTED THAT THE SHERIFF'S OFFICE PURSUE BILLING THE STATE FOR CIVIL DEPUTY SERVICES. BUDGET MODIFICATION UNANIMOUSLY POSTPONED INDEFINITELY.

PUBLIC CONTRACT REVIEW BOARD

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

- R-10 First Reading of a Proposed ORDINANCE Adopting Rules of the Multnomah County Public Contract Review Board

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE FIRST READING. DAVE BOYER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, DECEMBER 15, 1994.

- R-11 ORDER in the Matter of an Exemption to Use an Alternative Procurement Method to Contract for Custodial Services at the Justice Center, Inverness Jail and County Courthouse

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-11. BOB KIETA EXPLANATION AND RESPONSE TO BOARD QUESTIONS. WAYNE GEORGE EXPLANATION IN RESPONSE TO BOARD QUESTIONS. ORDER 94-241 UNANIMOUSLY APPROVED.

- R-12 In the Matter of a Request for Approval to Use an Alternative Procurement Method to Purchase Security Guard Services

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-12. DAVE BOYER EXPLANATION AND

**RESPONSE TO BOARD QUESTIONS. ORDER 94-242
IN THE MATTER OF AN EXEMPTION TO USE AN
ALTERNATIVE PROCUREMENT METHOD TO
CONTRACT FOR SECURITY GUARD SERVICES
UNANIMOUSLY APPROVED.**

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

PUBLIC COMMENT

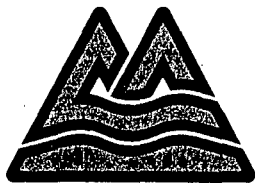
**R-13 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited
to Three Minutes Per Person.**

**DAVE BOYER DISCUSSED THE ORANGE COUNTY,
CALIFORNIA BANKRUPTCY ISSUE AND ADVISED
THE BOARD THAT MULTNOMAH COUNTY HAS NO
POTENTIAL LOSSES BECAUSE ITS INVESTMENT
PORTFOLIO IS IN GOOD SHAPE WITH 85% IN U.S.
GOVERNMENT OR U.S. GOVERNMENT BACKED
SECURITIES EARNING A MARKET RATE OF
RETURN.**

There being no further business, the meeting was adjourned at 11:00 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad
Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS		
BEVERLY STEIN •	CHAIR	• 248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	• 248-5219
TANYA COLLIER •	DISTRICT 3	• 248-5217
SHARRON KELLEY •	DISTRICT 4	• 248-5213
CLERK'S OFFICE •	248-3277	• 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

DECEMBER 5, 1994 - DECEMBER 9, 1994

Tuesday, December 6, 1994 - 9:30 AM - Board Briefing Page 2

Wednesday, December 7, 1994 - 9:00 AM - Work Session Page 2

Wednesday, December 7, 1994 - 2:00 PM - Special Meeting Page 2

Thursday, December 8, 1994 - 9:30 AM - TSCC Hearing Page 4

Thursday, December 8, 1994 - 9:40 AM - Regular Meeting Page 4

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

Thursday, 6:00 PM, Channel 30
Friday, 10:00 PM, Channel 30
Saturday, 12:30 PM, Channel 30
Sunday, 1:00 PM, Channel 30

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

Tuesday, December 6, 1994 - 9:30 AM

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFING

- B-1 Continued Discussion of Draft Request for Proposals (RFP) for Ambulance Franchise and Discussion of the Process for Selection and Timelines. Presented by Bill Collins and Mike Williams. CONTINUED FROM NOVEMBER 22, 1994, 1 HOUR REQUESTED.*
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Wednesday, December 7, 1994 - 9:00 AM

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

WORK SESSION

- WS-1 Board and Managers Discussion on the 1994-95 Mid-Year Performance Report; Review Status of Current Year Action Plans and Key Results Measures; and Updates on 3-6 High Priority Action Plans, for the Following:*

9:00 - 9:30 Portland/Multnomah Commission on Aging

9:30 - 11:30 Department of Library Services

11:30 - 12:00 Metropolitan Arts Commission

Wednesday, December 7, 1994 - 2:00 PM

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

SPECIAL MEETING

NON-DEPARTMENTAL

- R-1 RESOLUTION in the Matter of Extending all Current Public Employee Contracts for 18 Months to Allow Time for the Legal Issues Associated with Measure 8 to be Resolved (PRESENTED BY COMMISSIONER DAN SALTZMAN)*
- R-2 RESOLUTION in the Matter of Freezing Step Pay Increases for Two Years and Granting a One Time Pay Increase of 6% to County Employees (PRESENTED BY COMMISSIONER DAN SALTZMAN)*

- 3 *In the Matter of Ratification of an Amendment to the 1992-95 Collective Bargaining Agreement Between Multnomah County and Multnomah County Employees Union, Local 88, AFSCME*
- R-4 *In the Matter of Ratification of an Amendment to the 1992-95 Collective Bargaining Agreement Between Multnomah County and Multnomah County Juvenile Groupworkers Union, Local 88, AFSCME*
- R-5 *In the Matter of Ratification of the 1994-98 Collective Bargaining Agreement Between Multnomah County and the Oregon Nurses Association (ONA)*
- R-6 *In the Matter of Ratification of an Amendment to the 1992-95 Collective Bargaining Agreement Between Multnomah County and the Multnomah County Deputy Sheriffs Association*
- R-7 *In the Matter of Ratification of an Amendment to the 1992-95 Collective Bargaining Agreement Between Multnomah County and Multnomah County Corrections Officers Association*
- R-8 *In the Matter of Ratification of an Amendment to the 1993-96 Collective Bargaining Agreement Between Multnomah County and Multnomah County Prosecuting Attorneys Association*
- R-9 *In the Matter of Ratification of an Amendment to the 1992-95 Collective Bargaining Agreement Between Multnomah County and the International Brotherhood of Electrical Workers (IBEW) Local 48*
- R-10 *In the Matter of Ratification of an Amendment to the 1992-95 Collective Bargaining Agreement Between Multnomah County and the International Union of Operating Engineers (IUOE) Local 87*
- R-11 *In the Matter of Ratification of an Amendment to the 1992-95 Collective Bargaining Agreement Between Multnomah County and the Paint Makers, Sign, Display, Truck Painters and Allied Trades, Local 1094 of Washington and Oregon*
- R-12 *RESOLUTION in the Matter of Implementing Measure 8; Affirming Board Policy for Granting Equal Treatment to Exempt or Non-Exempt Employees; Declaring Board Intent to Give All Employees the Benefit of Pre-Tax Treatment of Employee PERS Contributions; and Directing Preparation of an Implementing Ordinance on Exempt Employee Compensation*
- R-13 *First Reading and Possible Adoption of a Proposed ORDINANCE Adjusting Exempt Employee Wages and Benefits in Order to Carry Out Measure 8, and to Equalize Benefits for Exempt and Non-Exempt Employees; Repealing Certain Provisions in Ordinance 740 Relating to Pension Benefits, Increasing Salaries and Salary Ranges for Exempt Employees, and Declaring an Emergency*

Thursday, December 8, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PUBLIC HEARING

PH-1 *The Tax Supervising and Conservation Commission Will Meet to Discuss and Conduct a Public Hearing on the 1994-95 Supplemental Budget for Multnomah County, Oregon*

Thursday, December 8, 1994 - 9:40 AM

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 *In the Matter of the Appointment of Sandra Spiegel to the MULTNOMAH COUNTY COMMUNITY HEALTH COUNCIL*
- C-2 *ORDER [Memorializing November 22, 1994 Board Action Denying Appeal and Accepting Hearings Officer Decision] in the Matter of the Appeal of Lydia Mann from the Hearings Officer's Order Revoking Appellant's Adult Care Home License*

JUVENILE JUSTICE DIVISION

- C-3 *Ratification of Amendment #2 to Intergovernmental Agreement Contract 100744 Between the State of Oregon, Children's Services Division and Multnomah County, Increasing the County's Discretionary Bed Space Limitation from 70 to 77 Beds Per Day as a Result of an Overall Increase of 50 Additional Beds to the State Training Schools' Discretionary Bed Space Limitation, for the Period through June 30, 1995*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-4 *ORDER in the Matter of the Execution of Deed D951101 Upon Complete Performance of a Contract to Oten Properties, Inc.*
- C-5 *ORDER in the Matter of the Execution of Deed D951134 for Certain Tax Acquired Property to Carole R. Ruland*

- C-6 *ORDER in the Matter of the Execution of Deed D951135 for Certain Tax Acquired Property to Jerry L. and Patricia Ann Matthews, Husband and Wife*
- C-7 *ORDER in the Matter of the Execution of Deed D951136 for Certain Tax Acquired Property to the Estate of Ruth A. Helfrich, c/o Douglas M. Fellows*
- C-8 *ORDER in the Matter of the Execution of Deed D951137 for Certain Tax Acquired Property to the Estate of Ruth A. Helfrich, c/o Douglas M. Fellows*
- C-9 *ORDER in the Matter of the Execution of Deed D951141 for Certain Tax Acquired Property to Emily C. Clayton*

SHERIFF'S OFFICE

- C-10 *Dispenser Class A OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for the ROYAL CHINOOK INN, 2609 NE CORBETT HILL ROAD, CORBETT*
- C-11 *Dispenser Class A OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for the TIPPY CANOE INN, 28242 E HISTORIC COLUMBIA RIVER HIGHWAY, TROUTDALE*
- C-12 *Dispenser Class C OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for LA CASITA ESPECIAL, 12113 SE FOSTER ROAD, PORTLAND*
- C-13 *Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for CORBETT COUNTRY MARKET, 36801 NE CROWN POINT HIGHWAY, CORBETT*
- C-14 *Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for GILL'S JACKPOT FOOD MART, 28210 SE ORIENT DRIVE, GRESHAM*
- C-15 *Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for LARSON'S MARINA, 14444 NW LARSON ROAD, PORTLAND*
- C-16 *Restaurant OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for SKIPPER'S SEAFOOD 'N' CHOWDER HOUSE #140, 1740 NE 122ND AVENUE, PORTLAND*
- C-17 *Retail Malt Beverage OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for PAPA-SON'S TAVERN, 12525 SE POWELL BOULEVARD, PORTLAND*
- C-18 *Retail Malt Beverage OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for the SPRINGDALE*

TAVERN, 32302 E CROWN POINT HIGHWAY, CORBETT

- C-19** *Retail Malt Beverage OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for the WILD WOOD GOLF COURSE, 21881 NW ST. HELENS ROAD, PORTLAND*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1** *Presentation in the Matter of Employee Service Awards Honoring Multnomah County Employees with 5 to 35 Years of Service*
- R-2** *Request for Approval of a Notice of Intent to Apply for a \$68,000 Juvenile Delinquency Prevention Grant from the Oregon Commission on Children and Families for a Three Year Program for Reducing Delinquency in the Whitman School Area*

COMMUNITY AND FAMILY SERVICES DIVISION

- R-3** *Budget Modification CFSD 2 Requesting Authorization to Transfer Funds within Children's Mental Health Youth Program Office to Create 1 FTE Program Development Technician and Increase Pass Through Payments in the Level 7 Program Budget*
- R-4** *Ratification of Intergovernmental Agreement Contract 103905 Between Multnomah County and Portland State University, Center for Population Research and Census, to Purchase Personal Interview Surveys in Designated Census Tract Block Groups in Troutdale, Fairview and Wood Village, to Determine the Number of Low and Moderate Income Households in an Attempt to Increase the Number of Areas Eligible for Assistance through the Community Development Block Grant*
- R-5** *Ratification of Intergovernmental Agreement Contract 103985 Between Multnomah County and Portland Development Commission, Providing Funding for Weatherization Services at the Villa de Clara Vista Apartment Complex, for the Period Through June 30, 1995*

DEPARTMENT OF HEALTH

- R-6** *Ratification of Intergovernmental Agreement Contract 201285 Between Multnomah County and Oregon Health Sciences University, Department of Otolaryngology, Providing Physician Services to County Clients During Two Four Hour ENT Clinics Per Month at Multnomah County Sites*
- R-7** *Ratification of Intergovernmental Agreement Contract 201275 Between Washington County and Multnomah County, on Behalf of CareOregon, Providing Immunizations, Diagnosis and Treatment of Sexually Transmitted*

*Diseases, Tuberculosis and Other Communicable Diseases, for the Period
Upon Execution through June 30, 1995*

DEPARTMENT OF LIBRARY SERVICES

- R-8 *RESOLUTION in the Matter of Approval of the Recommendations of the
Central Library Advertising Subcommittee and the Schematic Design of the
Central Library*

SHERIFF'S OFFICE

- R-9 *Budget Modification MCSO #4a Requesting Authorization to Transfer \$35,170
from General Fund Contingency to the Sheriff's Office Budget to Fund Two
Civil Deputies for the Period December 1, 1994 through June 1, 1995 to
Handle the Increase in Mental Health Transports*

PUBLIC CONTRACT REVIEW BOARD

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

- R-10 *First Reading of a Proposed ORDINANCE Adopting Rules of the Multnomah
County Public Contract Review Board*
- R-11 *ORDER in the Matter of an Exemption to Use an Alternative Procurement
Method to Contract for Custodial Services at the Justice Center, Inverness Jail
and County Courthouse*
- R-12 *In the Matter of a Request for Approval to Use an Alternative Procurement
Method to Purchase Security Guard Services*

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

PUBLIC COMMENT

- R-13 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited
to Three Minutes Per Person.*

MEETING DATE: DEC 07 1994

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Response to the effects of Measure 8.

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: December 7, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Non-Departmental

DIVISION: BCC/

CONTACT: Dan Saltzman

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This resolution will extend all current public employee contracts for one fiscal year to allow time for the legal challenges brought by Measure 8 to be resolved.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Don Saltzman

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1994 DEC -1 PM 12:09
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

TODAY'S DATE: DECEMBER 1, 1994

REQUESTED PLACEMENT DATE: DECEMBER 7, 1994

RE: Resolution extending all current public employee contracts one year to allow time for the legal issues brought by Measure 8 to be resolved.

I. Recommendation/Action Requested:

Approval of resolution.

II. Background/Analysis

Currently, jurisdictions contribute 6% of each employee's salary to the Public Employees Retirement System. This arrangement in was made during salary negotiations in previous years.

On November 8, 1994 the citizens of the State of Oregon voted in favor of Measure 8 which stipulates that all public employees shall contribute 6% of their salary to the Public Employees Retirement System. Effective January 1, 1995, Measure 8 will effectively administer an across the board pay cut of 6% for all public employees.

The Board of County Commissioner's recognizes that this sudden pay cut brought by Measure 8 will cause significant financial hardship for many of it's employees.

III. Financial Impact

As a result of the numerous legal issues regarding Measure 8 the financial impact of this resolution is debatable.

IV. Legal Issues

See above.

V. Controversial Issues

None.

VI. Link to Current County Policies:

Consistent with efforts to restore government credibility.

VII. Citizen Participation:

There will be a public hearing on December 7, 1994.

VIII. Other Government Participation:

None.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of extending all current public employee contracts for 18 months to allow time for the legal issues associated with by Measure 8 to be resolved.))) RESOLUTION 94-

WHEREAS, governments within the State of Oregon currently contribute 6% of each employees salary to the Public Employees Retirement System (PERS); and

WHEREAS, the citizens of the State of Oregon voted to pass Measure 8 on the 8th of November 1994; and

WHEREAS, Measure 8 requires that the current 6% contribution be taken directly from public employees salaries; and

WHEREAS, this change in law is equivalent to an across the board pay cut of 6% for all public employees; and

WHEREAS, Measure 8 requires that these changes are effective January 1, 1995.

WHEREAS, there are numerous legal issues surrounding this issue that will take a significant amount of time to resolve; and

WHEREAS, the Multnomah County Board of Commissioners recognizes that this will create an immediate financial hardship for many of its employees.

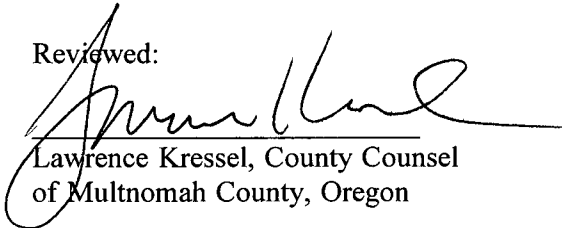
NOW, THEREFORE, BE IT RESOLVED, That,

1. The Board of County Commissioners extend all current public employee contracts for one fiscal year (June 30, 1996) to allow time for the legal issues to be resolved.
2. The Board's intent is to avoid placing unnecessary financial hardship upon Multnomah County employees.
3. The Board recognizes that the public supported Measure 8 and that legal challenges will occur and take time to resolve.

ADOPTED this _____ day of _____, 1994.

By: _____
Beverly Stein, Chair
Multnomah County, Oregon

Reviewed:


Lawrence Kressel, County Counsel
of Multnomah County, Oregon

BEFORE THE BOARD OF COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of extending all	)	RESOLUTION
current public employee contracts	)	94-
to allow time for the legal issues)	
associated with Measure 8 to be)	
resolved)	

WHEREAS, governments with the State of Oregon currently contribute 6% of each employees salary to the Public Employees Retirement System (PERS); and

WHEREAS, the citizens of the State of Oregon voted to pass Measure 8 on the 8th of November 1994; and

WHEREAS, Measure 8 requires that the current 6% contribution be taken directly from public employees salaries; and

WHEREAS, this change in law is equivalent to an across the board pay cut of 6% for all public employees; and

WHEREAS, there are numerous legal issues surrounding this issue that will take a significant amount of time to resolve; and

WHEREAS, the Multnomah County Board of Commissioners recognizes that this will create an immediate financial hardship for many of its employees.

NOW, THEREFORE, BE IT RESOLVED, that

1. In order to allow time for the resolution of legal issues, the Board of County Commissioners authorizes its chief union contract negotiator to negotiate contract extensions for all public employee contracts with expiration dates prior to June 30, 1996 to extend those contracts through June 30, 1996.

2. The Board's intent is to avoid placing unnecessary financial hardship upon Multnomah County employees.

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3. The Board recognizes that the public supported Measure 8 and that legal challenges will occur and take time to resolve.

ADOPTED this ____ day of December, 1994.

By _____
Beverly Stein, Chair
Multnomah County, Oregon

Reviewed:

Lawrence Kressel, County Counsel
Multnomah County, Oregon



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

**Measure 8 Position Statement & Explanations of Two Proposals
to Remedy Measure 8 Impacts on County Employees**

December 7, 1994

I am a strong opponent of Ballot Measure 8. While PERS does need some reform, I believe that Measure 8 is the wrong approach and is a bad law. We need to fix the PERS system. Measure eight merely fixes blame.

Having said that, however, I am very concerned that a short term effort to address the injury to our employees will severely worsen the long-term prospects for rebuilding a bridge of trust between the voters (*our* employers) and government.

One of my covenants with the voters is to work hard to restore credibility in government. Contravening a new state law is not credibility-building.

If we agree with the Chair's proposal and grant our employees an immediate 6% pay raise we contribute to the growing polarization between the opponents and proponents of Measure 8. Also, the proposal does not propose any cost-saving or efficiency measures to our bargaining units in exchange for an immediate 6% salary increase.

Other avenues exist to legally address the harmful impact Measure 8 will have on our employees. I suggest that we attempt to avoid the panic mentality and pursue those other avenues. *I have suggested two such avenues in Board Resolutions R-1 and R-2 (explanation attached).*

As much as I might disagree with the outcome of the election, we elected officials are bound to recognize the result. Oregonians have an inherent sense of fair play and are rightly offended when their local government contravenes a state law approved by the people only one month ago. We should not forget we all took an oath of office to uphold the constitution and the laws of Oregon.

Each one of us, at one time or another, has told the public how important it is to vote, and how every vote counts. Now we have an election result on a ballot measure that was not difficult to understand, with high voter turnout, and yet we are asked to take an action that essentially tells voters that we don't care what they said and that we know better. It is a poor civics lesson and worsens an already strained relationship between government and the people we serve.

We may put the issue behind *us* with an immediate 6% salary raise. The price I fear will be further polarization and attacks on government and public employees that will be more specific, more damaging and likely more successful.

As one county employee wrote to me: we need to find a reasonable alternative that will reduce or defuse, rather than escalate, the enmity between the public and its elected leaders.

SALTZMAN PROPOSALS FOR REDUCING IMPACT OF MEASURE 8 ON
MULTNOMAH COUNTY EMPLOYEES

December 5, 1994

R-1: Contract Extensions

Extend all current bargaining unit contracts for eighteen months (to June 30, 1996) to preserve PERS pickup for county employees during the legal wrangling that is sure to come.

Many speculate it will take years before the courts rule on whether all or parts of Measure 8 are legal. Though this may be true, I believe in 18 months time Multnomah County can make an informed decision about which party may ultimately prevail.

If Measure 8 is found to be legal, the eighteen months would ease the transition for our employees. It would also allow the county the time to review our employee salaries and wages -- and make adjustments if necessary -- to ensure we are competitive, or at parity, with the market for our employees.

If Measure 8 is ruled not to be legal, then the 6% PERS employer pickup remains in place.

OVER
for R-2 Quid Pro Quo Option

R-2: Quid Pro Quo Option

✓ Increase salaries immediately by 6%, but freeze step increases (merit increases, anniversary increases) for two years (FY95 and FY96). Employees would still receive Cost-of-living adjustments (COLAs) in the ranges contained in the Chair's proposal. This option would ease the transition for employees, shield employees from losing ground due to inflation, and preserve the spirit of Measure 8.

Under the quid pro quo option, employees would receive an immediate 6% salary increase in return for giving up an estimated 4% in step increases over two years (2% per year). From a discounted cash flow analysis, 6% in hand now is far more valuable than 4% over the next two years.

Using information supplied by our labor relations staff, the total increase in base salary over the four years would be approximately 21% (5.25%/year). This is only 3% less than the four year, base salary increase of the Chair's proposal (24%, 6%/year). The total cost of the quid pro quo option over four years would be approximately \$12 million less than the total cost of the Chair's proposal over four years.

This option shows we value our employees, and it remedies their immediate financial hardship posed by Measure 8. It also demonstrates to the public that, yes, we value our employees, but we recognize fiscal responsibility requires we do so in a more or less revenue-neutral approach.

Finally, though Measure 8 proponents may not like this option, few would disagree that it is a reasonable approach. In fact, I believe it is a compromise that both sides can potentially live with, or at least reluctantly accept. It is also an approach that is designed to reduce or defuse, rather than escalate, the enmity between the public and its elected leaders.

MEETING DATE: DEC 07 1994

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Response to the effects of Measure 8.

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: December 7, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Non-Departmental

DIVISION: BCC/

CONTACT: Dan Saltzman

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This resolution will substitute Step pay increases for two years with a one time pay increase of 6%.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dan Saltzman

OR

DEPARTMENT MANAGER: _____

1994 DEC - 1 PM 12:09
MULTI-MEDIA COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

TODAY'S DATE: DECEMBER 1, 1994

REQUESTED PLACEMENT DATE: DECEMBER 7, 1994

RE: Resolution substituting Step pay increases for two years with a one time pay increase of 6%.

I. Recommendation/Action Requested:

Approval of resolution.

II. Background/Analysis

Currently, jurisdictions contribute 6% of each employee's salary to the Public Employees Retirement System. This arrangement in was made during salary negotiations in previous years.

On November 8, 1994 the citizens of the State of Oregon voted in favor of Measure 8 which stipulates that all public employees shall contribute 6% of their salary to the Public Employees Retirement System. Effective January 1, 1995, Measure 8 will effectively administer an across the board pay cut of 6% for all public employees.

The Board of County Commissioner's recognizes that this sudden pay cut brought by Measure 8 will cause significant financial hardship for many of it's employees.

III. Financial Impact

As a result of the numerous legal issues regarding Measure 8 the financial impact of this resolution is debatable.

IV. Legal Issues

See above.

V. Controversial Issues

None.

VI. Link to Current County Policies:

Consistent with efforts to restore government credibility.

VII. Citizen Participation:

There will be a public hearing December 7, 1994.

VIII. Other Government Participation:

None.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of freezing Step pay increases for two years)
and granting a one time pay increase of 6% to County) R E S O L U T I O N 94 -
employees.)

WHEREAS, governments within the State of Oregon currently contribute 6% of each employee's salary to the Public Employees Retirement System (PERS); and

WHEREAS, the citizens of the State of Oregon voted to pass Measure 8 on the 8th of November 1994; and

WHEREAS, Measure 8 requires that the current 6% contribution be taken directly from public employees salaries; and

WHEREAS, This change in law is equivalent to an across the board paycut of 6% for all public employees; and

WHEREAS, Measure 8 requires that these changes are effective January 1, 1995.

WHEREAS, the Multnomah County Board of Commissioners recognizes that this will create an immediate financial hardship for many of its employees.

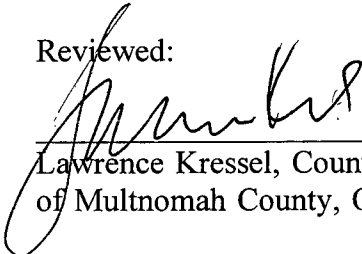
NOW, THEREFORE, BE IT RESOLVED, That,

1. The Board of County Commissioners administers a one time across the Board pay increase of 6% for all Multnomah County employees excluding Board members .
2. In order to make this increase revenue neutral there shall be no Step pay increases for FY95-96 and FY 96-97.
3. Further, the Board publicly acknowledges that a majority of the public voted for Measure 9 and passes this resolution to be consistent with Measure 8, fair to County employees, and revenue neutral.

ADOPTED this _____ day of _____, 1994.

By: _____
Beverly Stein, Chair
Multnomah County, Oregon

Reviewed:



Lawrence Kressel, County Counsel
of Multnomah County, Oregon

MEETING DATE: DECEMBER 7, 1994

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to 1992-95 Collective Bargaining Agreement - Local 88 AFSCME

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Wednesday, December 7, 1994

Amount of Time Needed: 2:00 p.m.

DEPARTMENT: Non-Departmental DIVISION: Labor Relations

CONTACT: Kenneth Upton TELEPHONE #: ext. 5053

BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Kenneth Upton

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This would amend the Local 88, AFSCME general employee unit labor contract in a number of ways, including compensation, pension and duration. Fiscal impact should be approximately revenue neutral, excepting cost of living increases.

12/7/94 originals to labor relations/jws:rh

1994 DEC - 1 PM 6:11
CLERK OF
UNITED STATES
DISTRICT COURT
JUDICIAL DISTRICT
OF OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

CONTRACT AMENDMENT

I. Parties

The parties to this contract amendment are Multnomah County, Oregon (hereinafter "County"), Multnomah County Sheriff's Office, the Multnomah County District Attorney's Office, and Multnomah County Auditor's Office, jointly referred to herein as the "employer," and Multnomah County Employees Union, Local 88, AFSCME, AFL-CIO, referred to herein as the "Union."

II. Recitals

WHEREAS, the parties to this contract amendment are signatories to a 1992-95 collective bargaining agreement (General Employees Bargaining Unit) scheduled to expire June 30, 1995; and

WHEREAS, negotiations for a successor to said agreement are due to begin on or about February, 1995; and,

WHEREAS, it appears the economic environment is stable and will remain stable for the foreseeable future; and,

WHEREAS, the time and expense of negotiating a successor agreement would be substantial to both sides; and,

WHEREAS, the parties desire to respond to the effects of Oregon 1994 Initiative Measure 8 in light of the parties' history of good faith labor relations and the equitable concerns that Measure 8 involves; and,

WHEREAS, the parties mutually desire to modify and extend the terms of the 1992-95 collective bargaining agreement to forego the time, expense, and potential disruption associated with scheduled contract negotiations; and,

WHEREAS, the parties have briefly discussed and tentatively agreed upon amendments necessary to meet their respective needs in the next labor agreement; and

WHEREAS, language to be deleted from the 1992-95 collective bargaining agreement is overstruck below and new language is shown in boldface;

NOW, therefore, the parties agree as follows:

Section 1. Article 14, section 1 of the 1992-95 collective bargaining agreement shall be modified to add as follows:

"d. **Effective November 26, 1994:**

(1) **The straight-time base wage rates and ranges in effect as of November 25, 1994 shall be increased by five and six-tenths percent (5.6%), and the County shall cease to "pick up" the employee PERS contribution heretofore picked up under the provisions of ORS 237.075.**

(2) To the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies. For other purposes, the contribution shall be considered to have been made by the employee, and payment of the 6% contribution by the employee through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

(3) Any employee who is not a PERS member shall be paid a rate of 94.7% of the base wage rate he or she would otherwise enjoy under the terms of this Agreement until such time as he or she becomes a PERS member. Effective July 1, 1997, the percentage paid under the terms of this subsection shall be 94.3%.

e. July 1, 1995

(1) CPI Formula

Effective July 1, 1995 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 1994 to	)	(	rate)	
(March 1995)	()	

The minimum adjustment shall be two percent (2%).

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 1995-1996 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.e.(1) above shall not be implemented and negotiations will commence on or before April 15, 1995 for substitute terms for Article 14, Section 1.e.(1).

f. July 1, 1996

(1) CPI Formula

Effective July 1, 1996 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 1995 to )	(	rate)
(March 1996)	()

The minimum adjustment shall be two percent (2%).

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 1996-1997 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.f.(1) above shall not be implemented and negotiations will commence on or before April 15, 1996 for substitute terms for Article 14, Section 1.f.(1).

g. July 1, 1997

(1) CPI Formula

Effective July 1, 1997 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula, to which four-tenths of a percent (.4%) of June 30, 1997 rates and ranges shall be added, following calculation of the formula and application of the minimum and maximum:

(% increase in CPI)	(%)
(National Urban Wage )	(	increase)
(Earners and Clerical)	=	(in each)
(Workers Index - )	(	wage)
(March 1996 to )	(	rate)
(March 1997)	()

The minimum adjustment shall be two percent (2%).

The maximum adjustment shall be five percent (5%).

(2) Reopener

In the event that the County's estimated general fund resources in the executive budget for 1997-1998 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.g.(1) above shall not be implemented and negotiations will commence on or before April 15, 1997 for substitute terms for Article 14, Section 1.g.(1)."

Section 2. Article 16 (Pensions), section 2, shall be amended to add:

"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. **Effective January 1, 1995, the prior portion of this section shall not apply to members of this bargaining unit, unless and until a court of competent jurisdiction thereafter declares directly or by negating or limiting the effects of Oregon 1994 Initiative Measure 8, that the benefit provided in this section can be lawfully provided to bargaining unit members, in whole or in part, and all appeals have been exhausted. In the event of such declaration, this section shall be reinstated to the extent clearly permitted by such declaration retroactively to and including January 1, 1995.**"

Section 3. Article 16 (Pensions), section 3 of the 1992-95 collective bargaining agreement shall be deleted as follows:

~~"3. PERS Pick up.
The County shall "pick up" the employee contribution to PERS as permitted by ORS 237.075."~~

Section 4. Article 16 (Pensions), section 5 of the 1992-95 collective bargaining agreement shall be modified as follows:

"5 4. 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~~ 1998."

Section 5. Article 26 (Entire Agreement) of the 1992-95 collective bargaining agreement shall be modified to add a paragraph 3 as follows:

"In consideration of the wage increase granted employees under Article 14, section 1.d., the Union, on behalf of itself and its members, agrees that any duty of the County to bargain with the Union which might have arisen under the Public Employee Collective Bargaining Act, Article 25 (SAVINGS CLAUSE AND FUNDING) of this Agreement, or from any other source, by virtue of passage or implementation of 1994 Oregon Initiative Measure 8, or any decision concerning or impact regarding that Measure, has been satisfied and fully discharged. This includes but is not limited to bargaining over the applicability of accumulated sick leave to pensions and payment for accumulated sick leave, pensions, wages, tax shelters, and any other subject or proposal related to Measure 8. In further consideration of the wage increase provided employees under Article 14, section 1.d., the Union further voluntarily waives and hereby releases the County from any and all liability and claims that were or might have been made in any forum, whether known or unknown to the Union at the time of this release, concerning the effects or implementation of 1994 Oregon Initiative Measure 8."

Section 6. Article 27 (Termination) of the 1992-95 collective bargaining agreement shall be modified to read:

"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~~ 1998, 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~~ 1998, 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 _____ day of December, 1994.

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

N:\DATA\WPCENTER\LOCAL88

CONTRACT AMENDMENT

I. Parties

The parties to this contract amendment are Multnomah County, Oregon (hereinafter "County"), Multnomah County Sheriff's Office, and the Multnomah County District Attorney's Office, jointly referred to herein as the "employer," and Multnomah County Employees Union, Local 88, AFSCME, AFL-CIO, referred to herein as the "Union."

II. Recitals

WHEREAS, the parties to this contract amendment are signatories to a 1992-95 collective bargaining agreement (General Employees Bargaining Unit) scheduled to expire June 30, 1995; and

WHEREAS, negotiations for a successor to said agreement are due to begin on or about February, 1995; and,

WHEREAS, it appears the economic environment is stable and will remain stable for the foreseeable future; and,

WHEREAS, the time and expense of negotiating a successor agreement would be substantial to both sides; and,

WHEREAS, the parties desire to respond to the effects of Oregon 1994 Initiative Measure 8 in light of the parties' history of good faith labor relations and the equitable concerns that Measure 8 involves; and,

WHEREAS, the parties mutually desire to modify and extend the terms of the 1992-95 collective bargaining agreement to forego the time, expense, and potential disruption associated with scheduled contract negotiations; and,

WHEREAS, the parties have briefly discussed and tentatively agreed upon amendments necessary to meet their respective needs in the next labor agreement; and

WHEREAS, language to be deleted from the 1992-95 collective bargaining agreement is overstruck below and new language is shown in boldface;

NOW, therefore, the parties agree as follows:

Section 1. Article 14, section 1 of the 1992-95 collective bargaining agreement shall be modified to add as follows:

"d. Effective November 26, 1994:

(1) The straight-time base wage rates and ranges in effect as of November 25, 1994 shall be increased by five and six-tenths percent (5.6%), and the County shall cease to "pick up" the employee PERS contribution heretofore picked up under the provisions of ORS 237.075.

Corrected
Copy
Signed
Sign sheets
only

(2) To the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies. For other purposes, the contribution shall be considered to have been made by the employee, and payment of the 6% contribution by the employee through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

(3) Any employee who is not a PERS member shall be paid a rate of 94.7% of the base wage rate he or she would otherwise enjoy under the terms of this Agreement until such time as he or she becomes a PERS member. Effective July 1, 1997, the percentage paid under the terms of this subsection shall be 94.3%.

e. July 1, 1995

(1) CPI Formula

Effective July 1, 1995 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 1994 to	)	(	rate)	
(March 1995)	()	

The minimum adjustment shall be two percent (2%).

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 1995-1996 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.e.(1) above shall not be implemented and negotiations will commence on or before April 15, 1995 for substitute terms for Article 14, Section 1.e.(1).

f. July 1, 1996

(1) CPI Formula

Effective July 1, 1996 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 1995 to)	(rate)	
(March 1996)	()	

The minimum adjustment shall be two percent (2%).

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In the event that the County's estimated general fund resources in the executive budget for 1996-1997 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.f.(1) above shall not be implemented and negotiations will commence on or before April 15, 1996 for substitute terms for Article 14, Section 1.f.(1).

g. July 1, 1997

(1) CPI Formula

Effective July 1, 1997 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula, to which four-tenths of a percent (.4%) of June 30, 1997 rates and ranges shall be added, following calculation of the formula and application of the minimum and maximum:

(% increase in CPI)	(%)	
(National Urban Wage	)	(	increase)	
(Earners and Clerical)	=	(in each)
(Workers Index -	)	(	wage)	
(March 1996 to	)	(	rate)	
(March 1997)	()	

The minimum adjustment shall be two percent (2%).

The maximum adjustment shall be five percent (5%).

(2) Reopener

In the event that the County's estimated general fund resources in the executive budget for 1997-1998 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.g.(1) above shall not be implemented and negotiations will commence on or before April 15, 1997 for substitute terms for Article 14, Section 1.g.(1)."

Section 2. Article 16 (Pensions), section 2, shall be amended to add:

"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. Effective January 1, 1995, the prior portion of this section shall not apply to members of this bargaining unit, unless and until a court of competent jurisdiction thereafter declares directly or by negating or limiting the effects of Oregon 1994 Initiative Measure 8, that the benefit provided in this section can be lawfully provided to bargaining unit members, in whole or in part, and all appeals have been exhausted. In the event of such declaration, this section shall be reinstated to the extent clearly permitted by such declaration retroactively to and including January 1, 1995."

Section 3. Article 16 (Pensions), section 3 of the 1992-95 collective bargaining agreement shall be deleted as follows:

~~"3. PERS Pick up.~~

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

Section 4. Article 16 (Pensions), section 5 of the 1992-95 collective bargaining agreement shall be modified as follows:

"5 4. 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~~ 1998."

Section 5. Article 26 (Entire Agreement) of the 1992-95 collective bargaining agreement shall be modified to add a paragraph 3 as follows:

"In consideration of the wage increase granted employees under Article 14, section 1.d., the Union, on behalf of itself and its members, agrees that any duty of the County to bargain with the Union which might have arisen under the Public Employee Collective Bargaining Act, Article 25 (SAVINGS CLAUSE AND FUNDING) of this Agreement, or from any other source, by virtue of passage or implementation of 1994 Oregon Initiative Measure 8, or any decision concerning or impact regarding that Measure, has been satisfied and fully discharged. This includes but is not limited to bargaining over the applicability of accumulated sick leave to pensions and payment for accumulated sick leave, pensions, wages, tax shelters, and any other subject or proposal related to Measure 8. In further consideration of the wage increase provided employees under Article 14, section 1.d., the Union further voluntarily waives and hereby releases the County from any and all liability and claims that were or might have been made in any forum, whether known or unknown to the Union at the time of this release, concerning the effects or implementation of 1994 Oregon Initiative Measure 8."

Section 6. Article 27 (Termination) of the 1992-95 collective bargaining agreement shall be modified to read:

"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~~ 1998, 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~~ 1998, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations."

CC - 12/6/94

IN WITNESS WHEREOF, the parties hereto have set their hands
this 17th day of December, 1994.

MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88, AFSCME,
AFL-CIO

BY Joseph J. DeLacour
President

BY _____
Vice President

BY _____
Secretary

BY _____
Treasurer

MULTNOMAH COUNTY, OREGON
CHAIR

BY Heidi Olsen
County Chair

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

BY Ray H.
Commissioner

BY Joseph
Commissioner

BY Sharon Kelly
Commissioner

BY Don Saltzman
Commissioner

BY _____
Auditor

BY Michael S. S.
District Attorney

BY Thomas B. Alpert Jr.
Sheriff

BY Jim Smith
Jim Smith
Council Representative
AFSCME Council 75

NEGOTIATED BY:

Kenneth Upton
Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

REVIEWED:

Laurence Kressel
Laurence Kressel
County Counsel
Multnomah County, Oregon

AGENDA NO: _____ **R-4**

AGENDA PLACEMENT FORM

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Wednesday, December 7, 1994

Amount of Time Needed: 2:00 p.m.

DEPARTMENT: Non-Departmental **DIVISION:** Labor Relations

CONTACT: Kenneth Upton **TELEPHONE #:** ext. 5053

TELEPHONE #: ext. 5053

BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Kenneth Upton

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This would amend the Local 88 Juvenile Groupworker labor agreement in a number of ways, including compensation, duration and pension. Except for cost of living increases, it should be approximately revenue neutral in fiscal impact.

12/7/94 ORIGINALS to JUDINT/LABOR RELATIONS

HEARD OF
LIBRARY COMMISSIONERS
1994 DEC - 1 PM 6:00
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6 / 93

CONTRACT AMENDMENT

I. Parties

The parties to this contract amendment are Multnomah County, Oregon (hereinafter "County"), and Multnomah County Employees Union, Local 88, AFSCME, AFL-CIO, referred to herein as the "Union."

II. Recitals

WHEREAS, the parties to this contract amendment are signatories to a 1992-95 collective bargaining agreement (Juvenile Groupworkers Bargaining Unit) scheduled to expire June 30, 1995; and

WHEREAS, negotiations for a successor to said agreement are due to begin on or about February, 1995; and,

WHEREAS, it appears the economic environment is stable and will remain stable for the foreseeable future; and,

WHEREAS, the time and expense of negotiating a successor agreement would be substantial to both sides; and,

WHEREAS, the parties desire to respond to the effects of Oregon 1994 Initiative Measure 8 in light of the parties' history of good faith labor relations and the equitable concerns that Measure 8 involves; and,

WHEREAS, the parties mutually desire to modify and extend the terms of the 1992-95 collective bargaining agreement to forego the time, expense, and potential disruption associated with scheduled contract negotiations; and,

WHEREAS, the parties have briefly discussed and tentatively agreed upon amendments necessary to meet their respective needs in the next labor agreement; and

WHEREAS, language to be deleted from the 1992-95 collective bargaining agreement is overstruck below and new language is shown in boldface;

NOW, therefore, the parties agree as follows:

Section 1. Article 14, section 1 of the 1992-95 collective bargaining agreement shall be modified to read as follows:

"d. Effective November 26, 1994:

(1) The straight-time base wage rates and ranges in effect as of November 25, 1994 shall be increased by five and six-tenths (5.6%), and the County shall cease to "pick up" the employee PERS contribution heretofore picked up under the provisions of ORS 237.075.

(2) To the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any

related federal or state tax policies. For other purposes, the contribution shall be considered to have been made by the employee, and payment by the employee of the 6% contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

(3) Any employee who is not a PERS member shall be paid a rate of 94.7% of the base wage rate he or she would otherwise enjoy under the terms of this Agreement until such time as he or she becomes a PERS member. Effective July 1, 1997, the percentage paid under the terms of this subsection shall be 94.3%.

e. July 1, 1995

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(% increase in CPI)	(%)	
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(Workers Index -)	(wage)	
(March 1994 to)	(rate)	
(March 1995)	()	

The minimum adjustment shall be two percent (2%).

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 1995-1996 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.e.(1) above shall not be implemented and negotiations will commence on or before April 15, 1995 for substitute terms for Article 14, Section 1.e.(1).

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(Earners and Clerical)	=	(in each
(Workers Index -)	(wage)
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g. July 1, 1997

(1) CPI Formula

Effective July 1, 1997 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula, to which four-tenths of a percent (.4%) of June 30, 1997, rates and ranges shall be added, following calculation of the formula and application of the minimum and maximum:

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(March 1997)	()

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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. **Effective January 1, 1995, the prior portion of this section shall not apply to members of this bargaining unit, unless and until a court of competent jurisdiction thereafter declares directly or by negating or limiting the effects of Oregon 1994 Initiative Measure 8, that the benefit provided in this section can be lawfully provided to bargaining unit members, in whole or in part, and all appeals have been exhausted. In the event of such declaration, this section shall be reinstated to the extent clearly permitted by such declaration retroactively to and including January 1, 1995."**

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

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Section 5. Article 27 (Termination) of the 1992-95 collective bargaining agreement shall be modified to read:

"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 1998, 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~~ 1998, 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 _____ day of December, 1994.

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

NEGOTIATED FOR THE UNION:

BY _____
Commissioner

Team Member

BY _____
Commissioner

Team Member

Team Member

Jim Smith
Council Representative
AFSCME Council 75

NEGOTIATED FOR THE COUNTY:

Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

REVIEWED:

Laurence Kressel
County Counsel
Multnomah County, Oregon

IN WITNESS WHEREOF, the parties hereto have set their hands
this 7TH day of December, 1994.

MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88, AFSCME,
AFL-CIO

BY *Joseph J. Parademich*
President

BY _____
Vice President

BY _____
Secretary

BY _____
Treasurer

NEGOTIATED FOR THE UNION:

Team Member

Team Member

Team Member

Jim Smith
Jim Smith
Council Representative
AFSCME Council 75

NEGOTIATED FOR THE COUNTY:

Kenneth Upton
Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

REVIEWED:

Laurence Kressel
Laurence Kressel
County Counsel
Multnomah County, Oregon

MULTNOMAH COUNTY, OREGON
CHAIR

BY *Melody Cain*
County Chair

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

BY *Ray H.*
Commissioner

BY *James*
Commissioner

BY *Sharon Kelley*
Commissioner

BY *Don Intyson*
Commissioner

MEETING DATE: DECEMBER 7, 1994

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to 1994-98 Collective Bargaining Agreement - ONA

BOARD BRIEFING **Date Requested:** _____

Amount of Time Needed: _____

REGULAR MEETING: **Date Requested:** Wednesday, December 7, 1994

Amount of Time Needed: 2:00 p.m.

DEPARTMENT: Non-Departmental **DIVISION:** Labor Relations

CONTACT: Darrell Murray **TELEPHONE #:** ext. 2595

BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This is a ratification vote for a successor to the County ONA agreement which expired June 30, 1994. The agreement would be effective retroactive to July 1, 1994 and extend through June 30, 1998.

12/7/94 ORIGINALS to JUDITH/LABOR
RELATIONS

BOARD OF
COUNTY COMMISSIONERS
1994 DEC - 1 PM 6:11
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

MEMORANDUM

TO: Chair Beverly Stein
Commissioner Tanya Collier
Commissioner Gary Hansen
Commissioner Sharron Kelly
Commissioner Dan Saltzman

FROM: Darrell Murray, Deputy Labor Relations Manager

DATE: December 5, 1994

SUBJECT: Terms Of ONA Contract For 12/7 Ratification Vote

BOARD OF
COUNTY COMMISSIONERS
1994 DEC -5 PM 3:55
MULTNOMAH COUNTY
OREGON

Since last April this office and Health Department managers have bargained with the Oregon Nurses Association over the terms of a successor to the contract which expired June 30, 1994. Tentative agreement on a 4 year contract was reached in late October. The ONA ratified the tentative pact. However, after ONA ratification Measure 8 intervened and, pursuant to Board direction, I conveyed an offer to modify the original settlement within the parameters outlined by the Board last week. I await word whether ONA will accept the Measure 8 modifications. However, anticipating that they will, I have prepared and enclosed a summary sheet listing the changes. ONA is reviewing the contract, and if I have omitted any from the list, I will advise you accordingly as soon as possible.

Also enclosed is a memorandum from Dave Warren outlining the estimated cost of the package. This analysis assumes that the Measure 8 changes will not add to the cost of the package, in accordance with the structure of the offer. Please call if you desire further information.

ONA Contract Changes

<u>ARTICLE/Section</u>	<u>Change Summarized</u>
1 Preamble	Includes new language committing parties to total quality management
2 Recognition Section 3(a)(4)	Incorporates contract amendment dated February 12, 1993 providing overtime for on-call corrections nurses working over 8 hours in a day.
8 Sick Leave Section 1	Permits use of sick leave when required by illness of member of employee's immediate household.
9 Other Leaves Section 8	Permits non-consecutive use of statutorily mandated military leave.
10 Health & Welfare Section 2	Obsolete language concerning 1992 transition to PPO Plan is eliminated.
	Requires County to permit nurses to use tax-sheltered premium conversion system for paying employee share of insurance premiums, to extent permitted by Internal Revenue Code.
Section 7	Grandfathers out former retiree insurance plan providing 100% employer payment of premium from age 60 to 65. New plan will provide 50% employer payment primarily from age 58 to 65. Completes main effort to harmonize retiree insurance county-wide.
Section 10	Effective January 1, 1995 the waiting period for long term disability insurance will drop from 180 to 90 days.

	Section 12	Establishes a standing labor-management committee to discuss on-going health plan matters.
	Section 13	Incorporates standard county default enrollment provisions for employees who don't affirmatively select a health plan.
	Section 14	Incorporates standard county domestic partner insurance provisions.
	Section 15	Incorporates drug and alcohol policy, including testing procedures.
	Section 16	Gives employer right to reopen on health insurance in event of major federal or state health care reform affecting county coverage.
13	SENIORITY & LAYOFF Section 1(b) (3)	Eliminates bachelor degree as bumping requirement for field nursing assignments.
	Section 6	Substitutes "February 20, 1992" for "signing date". A non-substantive change.
14	HOURS OF WORK Section 1 (e)	Authorization is included to permit a two year limited experiment with 12 hour work shifts.
	Section 7	Allows experimental 12 hour shifts without ad hoc approval.
15	WAGES Section 1 (a)	Incorporates special probationary wage clause to prevent windfall wage increase due to Measure 8.
	Section 1 (b)	Updates dates on funding clause.
	Section 2	Increases shift differential 7/1/94 by \$0.50/hour.

Section 4(a)	Mandates system for handling overtime authorization requests.
Section 4(a)(4)	Adapts overtime triggers in anticipation of experimental 12 hour shifts.
Section 4(c)	Clarifies voluntary flexible scheduling requirements and relationship to overtime provisions.
Section 4(d)	Incorporates statutory accumulation limit of 240 hours on compensatory time in lieu of overtime pay.
Section 5(a)	Replaces 1 hour pay for 8 hours stand-by time with flat \$2.00 per hour stand-buy rate.
Section 7(a)	Eliminates floor on mileage reimbursement rate.
Section 7 (c)	Eliminated; is obsolete transition language.
Section 10	Mandates that new hires be given copy of department policy on initial pay rate determination and a copy of worksheet used to make that determination.
Section 13 (b)	Deletes PERS Pick up and provides 5.6% substitute wage increase. Provides for sheltering of employee PERS contribution from taxation per section 414(h) of Internal Revenue Code.
Section 13 (c)	Deletes obsolete clause related to former County retirement program.
Section 13 (c)	Formerly 13 (d), terminates sick leave application to final average salary as of January 1, 1995 but permits retroactive reinstatement if permitted by subsequent court ruling.

- Section 14 Deletes obsolete Corrections Nurse premium rates.
- Section 15 Deletes outdated weekend differential transitional language; incorporates time frame from contract amendment dated February 12, 1993. Effective July 1, 1995 increases weekend differential to a flat rate of \$2.00 per hour regardless of length of service in corrections.
- 20 GENERAL PROVISIONS
Section 1 Provides that if contract conflicts with Family Medical Leave Act or Americans With Disabilities Act, the law will prevail.
- Section 5 Specifically includeds changes in working conditions related to the RESULTS campaign among those which must be reasonable.
- Section 14 Provides for ONA appointment of one representative each on the RESULTS Strategic Design Committee and on the Health Department Coordinating Committee.
- 22 ENTIRE AGREEMENT Establishes 14 day deadline for addressing requested contract exception requests related to the RESULTS Campaign.
- Includes waiver of duty to bargain and release from all union claims related to Measure 8.
- ADDENDUM A Incorporates the following wage provisions:
- 7/1/94 - 2.5% across the board
 - 7/1/94 - Restructure Nurse Practitioner range, dropping first step and adding new top step. NP's to

- retain same numeric step.
- 7/1/95 - Restructure Nurse Practitioner range, dropping first step and adding new top step. NP's to retain same numeric step.
 - 7/1/95 - Restructure Community Health Nurse range, creating new range of 9 steps each 3.75% higher than last, dropping first step, then adding new step. CHN's to retain same numeric step.
 - 7/1/95 - Restructure LPN range, dropping one step and equalizing the remaining steps. LPN's to retain same numeric step.
 - 7/1/95 - CPI based increase across the board with minimum of 2% and maximum of 4%.
 - 7/1/96 - CPI based increase across the board with a minimum of 2% and a maximum of 4%.
 - 7/1/97 - CPI based increase across the board with a minimum of 2% and maximum of 5%.

ADDENDUMS G, H, & I

These additions are related to implementation of domestic partner coverage and drug/alcohol testing program.



MULTNOMAH COUNTY, OREGON

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

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

TO: Darrell Murray, Deputy Labor Relations Manager
FROM: Dave Warren, Principal Budget Analyst *DCW*
DATE: December 2, 1994
SUBJECT: Cost of ONA Tentative Settlement

What follows is a brief statement of the costs of the tentative settlement with ONA. It is highly summarized because I believe you and the Board have seen these estimates before, in one form or another, and that all parties concerned are familiar with the cost items.

The memo has two parts:

- a statement of the first year cost of each of the items, in the year where the agreement calls for their implementation. In the case of items that change from one year to the next, the cost shown for the year in question is always the net additional cost for that year.
- a table showing the full cost of each of the items over the three years covered by the agreement

The costs shown include both the increase in base pay and, where relevant, the cost of rollup benefits. The COLA figures and the rollup costs are not adjusted for the impact of Measure 8. Current proposals to counterbalance Measure 8 will not change the net cost of the tentative agreement.

July 1, 1994

2.5% Wage Increase - \$315,009

Change range for
Nurse Practitioner - 40,667
Physician Assistant - 5,341

Increase evening shift differential by 25¢ per hour and weekend shift differential -- \$19,000

January 1, 1995

Domestic partner coverage - 21,335
Reduced long term disability waiting period - 12,985

Premium conversion - (788) a reduction because the County will no longer pay FICA on the premium.

Cost of Tentative Agreement with ONA
December 2, 1994

July 1, 1995

CPI increase with a minimum of 2% and a maximum of 4% - estimated 3.2% COLA - 414,763

Change range for

- Nurse Practitioner - 20,958
- Physician Assistant - 217
- CHN - 87,064
- Revise steps for Licensed Practical Nurse - 3,129

Increase evening shift differential by 25¢ per hour and weekend shift differential -- \$19,000

Move to semi-monthly payroll - (17,000) a reduction because the County will save on processing costs and will earn additional interest.

July 1, 1996

CPI increase with a minimum of 2% and a maximum of 4% - estimated 3.6% - 487,260

The following table summarizes all the above costs for the full three years of the contract.

	1994-95	1995-96	1996-97	Total Three Year Cost
Budgeted Cost	\$12,600,355			12,600,355
COLA Percent	2.5%	3.2%	3.6%	0.093
Wage Increase	\$315,009	\$414,763	\$487,260	\$1,217,032
Nurse Practitioner Range	40,667	62,926	65,191	168,784
Physician Asst. Range	5,341	5,729	5,935	17,005
Evening and weekend shift differential	19,000	19,000	19,000	57,000
Semi-monthly payroll	not applicable	(17,000)	(17,000)	(34,000)
Domestic Partner coverage	21,335	42,670	42,670	106,675
Reduced LTD waiting Period	12,985	12,985	12,985	38,956
Premium conversion	(788)	(1,575)	(1,575)	(3,938)
CHN Range	not applicable	87,064	90,198	177,262
LPN Range	<u>not applicable</u>	<u>3,129</u>	<u>3,242</u>	<u>6,371</u>
Subtotal by Year	\$413,550	\$629,691	\$707,907	\$14,351,502



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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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: December 7, 1994

SUBJECT: Collective Bargaining Amendments and Oregon Nurses Association Agreement

Pursuant to direction of the Board of County Commissioners, Tentative Agreements, subject to ratification, have been entered into for amendments to seven of the County's collective bargaining agreements. An eighth, the already tentatively agreed upon entire agreement with the Oregon Nurses Association, has been modified to comport with Board direction. One bargaining unit, the Multnomah County Prosecuting Attorneys Association, whose contract expires June 30, 1996, has turned down the County's offer. They would accept the "standard package," but only without any extension of their agreement. Such a "special arrangement" is outside my authority. In general, ratification of amendments was by overwhelming margins.

The Board should have received copies of all agreements by separate cover. All agreements comport with the Board's direction. A few technical notes which arose since the discussion at our last session:

1. Attached is a "corrected copy" of the Local 88 (General Employees) amendment containing a "glitch changes," labeled CC 12/6/94 in lower right corner.
2. In all Agreements, the rates for November 26, 1994 are reduced to 94.7% of base for non-PERS members. To correct for the July 1, 1994 increase of (.4%) we have reduced the non-PERS participant rate to 94.3% on that date. (See, for example, Section 1 - d(3) of General Employees Amendment.)
3. The issue of dealing with sick leave in application to final average has been complicated by potential litigation (See, for example, Section 2 of the General

Board of County Commissioners
December 7, 1994
Page 2

Employees Amendment). The final version of the language terminates this benefit during the pendency of litigation, but following the finalization of the appeal process reinstates the benefit "to the extent clearly permitted by such declaration retroactively to and including January 1, 1995" (Emphasis Added). This approach attempts to remove the spectra of employees waiting to retire for litigation outcome.

I trust the above is clear. If you have any questions prior to this afternoon's meeting, please call me (Ext. 5053) or Darrell Murray (Ext. 2595).

c/with attachment: Larry Kressel
Curtis Smith
Mindy Harris
Darrell Murray
Bill Farver
Dave Boyer
Dave Warren
Barry Crook
Board Clerk

File: Measure 8 Amendment File

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CONTRACT AMENDMENT

I. Parties

The parties to this contract amendment are Multnomah County, Oregon (hereinafter "County"), Multnomah County Sheriff's Office, and the Multnomah County District Attorney's Office, jointly referred to herein as the "employer," and Multnomah County Employees Union, Local 88, AFSCME, AFL-CIO, referred to herein as the "Union."

II. Recitals

WHEREAS, the parties to this contract amendment are signatories to a 1992-95 collective bargaining agreement (General Employees Bargaining Unit) scheduled to expire June 30, 1995; and

WHEREAS, negotiations for a successor to said agreement are due to begin on or about February, 1995; and,

WHEREAS, it appears the economic environment is stable and will remain stable for the foreseeable future; and,

WHEREAS, the time and expense of negotiating a successor agreement would be substantial to both sides; and,

WHEREAS, the parties desire to respond to the effects of Oregon 1994 Initiative Measure 8 in light of the parties' history of good faith labor relations and the equitable concerns that Measure 8 involves; and,

WHEREAS, the parties mutually desire to modify and extend the terms of the 1992-95 collective bargaining agreement to forego the time, expense, and potential disruption associated with scheduled contract negotiations; and,

WHEREAS, the parties have briefly discussed and tentatively agreed upon amendments necessary to meet their respective needs in the next labor agreement; and

WHEREAS, language to be deleted from the 1992-95 collective bargaining agreement is overstruck below and new language is shown in boldface;

NOW, therefore, the parties agree as follows:

Section 1. Article 14, section 1 of the 1992-95 collective bargaining agreement shall be modified to add as follows:

"d. Effective November 26, 1994:

(1) The straight-time base wage rates and ranges in effect as of November 25, 1994 shall be increased by five and six-tenths percent (5.6%), and the County shall cease to "pick up" the employee PERS contribution heretofore picked up under the provisions of ORS 237.075.

(2) To the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies. For other purposes, the contribution shall be considered to have been made by the employee, and payment of the 6% contribution by the employee through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

(3) Any employee who is not a PERS member shall be paid a rate of 94.7% of the base wage rate he or she would otherwise enjoy under the terms of this Agreement until such time as he or she becomes a PERS member. Effective July 1, 1997, the percentage paid under the terms of this subsection shall be 94.3%.

e. July 1, 1995

(1) CPI Formula

Effective July 1, 1995 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 1994 to	)		(	rate)
(March 1995)		()

The minimum adjustment shall be two percent (2%).

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 1995-1996 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.e.(1) above shall not be implemented and negotiations will commence on or before April 15, 1995 for substitute terms for Article 14, Section 1.e.(1).

CC - 12/6/94

f. July 1, 1996

(1) CPI Formula

Effective July 1, 1996 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 1995 to	)	(	rate)	
(March 1996)	()	

The minimum adjustment shall be two percent (2%).

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 1996-1997 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.f.(1) above shall not be implemented and negotiations will commence on or before April 15, 1996 for substitute terms for Article 14, Section 1.f.(1).

g. July 1, 1997

(1) CPI Formula

Effective July 1, 1997 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula, to which four-tenths of a percent (.4%) of June 30, 1997 rates and ranges shall be added, following calculation of the formula and application of the minimum and maximum:

(% increase in CPI)	(%)	
(National Urban Wage	)	(	increase)	
(Earners and Clerical)	=	(in each)
(Workers Index -	)	(	wage)	
(March 1996 to	)	(	rate)	
(March 1997)	()	

The minimum adjustment shall be two percent (2%).

The maximum adjustment shall be five percent (5%).

CC - 12/6/94

(2) Reopener

In the event that the County's estimated general fund resources in the executive budget for 1997-1998 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.g.(1) above shall not be implemented and negotiations will commence on or before April 15, 1997 for substitute terms for Article 14, Section 1.g.(1)."

Section 2. Article 16 (Pensions), section 2, shall be amended to add:

"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. Effective January 1, 1995, the prior portion of this section shall not apply to members of this bargaining unit, unless and until a court of competent jurisdiction thereafter declares directly or by negating or limiting the effects of Oregon 1994 Initiative Measure 8, that the benefit provided in this section can be lawfully provided to bargaining unit members, in whole or in part, and all appeals have been exhausted. In the event of such declaration, this section shall be reinstated to the extent clearly permitted by such declaration retroactively to and including January 1, 1995."

Section 3. Article 16 (Pensions), section 3 of the 1992-95 collective bargaining agreement shall be deleted as follows:

~~"3. PERS Pick up.~~

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

Section 4. Article 16 (Pensions), section 5 of the 1992-95 collective bargaining agreement shall be modified as follows:

"5 4. 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

CC - 12/6/94

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~~ 1998."

Section 5. Article 26 (Entire Agreement) of the 1992-95 collective bargaining agreement shall be modified to add a paragraph 3 as follows:

"In consideration of the wage increase granted employees under Article 14, section 1.d., the Union, on behalf of itself and its members, agrees that any duty of the County to bargain with the Union which might have arisen under the Public Employee Collective Bargaining Act, Article 25 (SAVINGS CLAUSE AND FUNDING) of this Agreement, or from any other source, by virtue of passage or implementation of 1994 Oregon Initiative Measure 8, or any decision concerning or impact regarding that Measure, has been satisfied and fully discharged. This includes but is not limited to bargaining over the applicability of accumulated sick leave to pensions and payment for accumulated sick leave, pensions, wages, tax shelters, and any other subject or proposal related to Measure 8. In further consideration of the wage increase provided employees under Article 14, section 1.d., the Union further voluntarily waives and hereby releases the County from any and all liability and claims that were or might have been made in any forum, whether known or unknown to the Union at the time of this release, concerning the effects or implementation of 1994 Oregon Initiative Measure 8."

Section 6. Article 27 (Termination) of the 1992-95 collective bargaining agreement shall be modified to read:

"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~~ 1998, 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~~ 1998, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations."

CC - 12/6/94

IN WITNESS WHEREOF, the parties hereto have set their hands
this _____ day of December, 1994.

MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88, AFSCME,
AFL-CIO

BY _____
President

BY _____
Vice President

BY _____
Secretary

BY _____
Treasurer

BY _____
Jim Smith
Council Representative
AFSCME Council 75

NEGOTIATED BY:

Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

REVIEWED:

Laurence Kressel
County Counsel
Multnomah County, Oregon

N:\DATA\WPCENTER\LOCAL88

MULTNOMAH COUNTY, OREGON
CHAIR

BY _____
County Chair

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

BY _____
Commissioner

BY _____
Commissioner

BY _____
Commissioner

BY _____
Commissioner

BY _____
Auditor

BY _____
District Attorney

BY _____
Sheriff

CC - 12/6/94



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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(503) 248-5111

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

MEMORANDUM

TO: Board of Commissioners

FROM: Darrell Murray, Deputy Labor Relations Manager 

DATE: December 6, 1994

SUBJECT: Copy of 1994-98 ONA contract

Enclosed is a copy of the tentative ONA contract. I apologize for getting it to you so late. However, ONA originally agreed to produce the document but, due to unforeseen events, was unable to do so. I inherited the task of pulling it together late last week. The changes are as previously outlined by memo, with a few inconsequential differences involving removal of obsolete language. One substantive change, however, is that my original list did not mention that we obtained a right to reopen in the event of major health reform legislation which would significantly alter our costs or duplicate insurance coverage.

The ONA has accepted the attached document. I look forward to and recommend ratification by the Board tomorrow.

BOARD OF
COUNTY COMMISSIONERS
1994 DEC -6 PM 5:01
MULTNOMAH COUNTY
OREGON

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

OREGON NURSES ASSOCIATION

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and the Oregon Nurses Association, hereinafter referred to as the Association.

The purpose of this Agreement is to facilitate the achievement of improved health services by setting forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment, consistent with the County's objective of providing services to the people of Multnomah County that are beneficial to the quality of life in this community.

The parties are committed to the process of continuous quality improvement and to jointly providing leadership in implementation of efforts aimed at excellent customer service. The parties mutually desire to preserve their respective roles in

the collective bargaining process, and will continue to bargain collectively those issues that are normally dealt with in that process. The parties will work together through the process of continuous quality improvement to provide leadership in implementation of the RESULTS campaign.

The parties agree as follows:

ARTICLE 2

RECOGNITION

1. Unit Definition. The County recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment. The bargaining unit shall be defined as including all full-time, part-time, and on-call Licensed Community Practical Nurses, Community Health Nurses, Physician Assistants and Nurse Practitioners whose names appear on the payroll of Multnomah County, specifically excluding:

- a. Supervisory employees,
- b. Managerial employees,
- c. Employees working less than twenty (20) hours per week.

The classifications covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

2. Probationary Employees. Probationary employees shall be entitled to all contractual benefits except as specifically provided otherwise in this Agreement.

3. On-Call and Temporary Employees.

- a. Contractual Benefits.

On-call and temporary employees shall be entitled

to only the following contractual benefits:

- (1) Payment at the minimum of Step 1 for the classification to which the employee is hired,
- (2) Shift differential (Article 15.2),
- (3) A differential in lieu of benefits in the amount of seventy-fifty cents (.75¢) per hour effective January 1, 1993.
- (4) Overtime (Article 15.4), except that on-call nurses who work in excess of eight (8) hours on a shift in a facility for which nurses are under the supervision of corrections nursing shall be paid at the overtime rate of one and one-half the regular straight-time rate for such excess hours, but overtime pay shall not be paid twice to such employee for the same hours; and
- (5) Holiday compensation at one and a half (1 1/2) times the normal hourly wage for the following holidays:

New Years Day; 4th of July;

Thanksgiving; and Christmas Day.

- (6) No discrimination (Article 20.1), and
- (7) Settlement of Disputes (Article 19), strictly limited, however, to enforcement of Article 2., Section 3.a. (1 - 6), of this Agreement.

Use of the term "employee" elsewhere in this Agreement will specifically exclude on-call and temporary nurses.

b. Reporting. The Association may request periodic reporting by the Health Department relating to patterns of use and compensation of temporary, part-time (less than twenty (20) hours per week) and on-call employees. The parties further agree, that the County shall make every effort to employ permanent full and part-time employees over on-call and temporary employees, pursuant to Article 13.4 b.

ARTICLE 3

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 department, determining the levels of service and methods of operation including the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine staffing, work schedules, to establish standards for work performance expectations, 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 4

ASSOCIATION SECURITY AND CHECK OFF

1. All employees covered by this Agreement who are Association members on its signing date shall either maintain membership in the Association or at the employee's option pay a "fair share" service fee in lieu of dues. All Registered Nurse employees covered by this Agreement who are not Association members on its signing date and new employees hired after that date shall either become members and maintain membership in the Association or at the employee's option pay a "fair share" service fee in lieu of dues. All Licensed Practical Nurse employees covered by this Agreement shall have thirty (30) days from the date of the signing of this Agreement or date of hire, whichever is later, in which to contribute a "fair share" service fee to the Association.

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

a. The Association membership dues of those Association members who individually request such deductions in writing on the form attached hereto as Addendum B; or

b. A monthly "fair share" service fee, in lieu of dues from any employee who is a member of the bargaining unit and

who chooses not to become a member of the Association after thirty (30) days from the signing date of this Agreement or after thirty (30) days of having become an employee, whichever is later.

3. The amount of monthly "fair share" service fee shall be:

a. For Registered Nurses an amount as established by the Association, and permitted by law.

b. For Licensed Practical Nurses an amount established by the Association, and permitted by law.

The Association expressly agrees that no funds derived from the "fair share" service fee, in lieu of dues, shall be expended for political purposes of the Association.

4. The amounts to be deducted shall be certified by the Treasurer of the Association to the County, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer of the Association by the first day of the succeeding month after such deductions are made.

5. The Association expressly agrees that it will safeguard the rights of non-Association employees, based upon bona fide religious tenants or teachings of a church or religious body of which such employee is a member and as to any such employee such

sums paid by such employee equivalent to regular Association dues and the "fair share" service fee in lieu of dues, shall be paid to a non-religious charity mutually agreed upon by the employee making such payment and the Association. Payment may be made either through payroll deduction to the Association for distribution to the charity or, the employee may request that such in lieu of dues "fair share" service fee not be deducted and shall make such payment directly to a charity as heretofore stated and shall furnish written proof to the Association and the County, when requested, that this has been done.

6. Within thirty (30) days after the execution of this Agreement and semi-annually thereafter for the term of this Agreement, the County shall provide the Association with a master listing of all employed nurses who are subject to the provisions of this Agreement. Such listing shall contain the names of the employees, along with their job classifications, work locations, home addresses, social security numbers, and dates of employment. Each month subsequent to the establishment of the master list, the County shall forward to the Association the names, job classifications, work locations, home addresses, dates of employment, and social security numbers of all new employees covered by this Agreement and of all employees who terminated

from the bargaining unit during the month. The Association shall advise the County's Director of the Employee Services Division of the address to which the listings are to be sent. Whenever an employee has not joined the Association within thirty days after employment as described in Section 2, Subsection (b) above, the Association shall give written notice to the County's Central Payroll Office and shall deliver a copy to the affected employee. Deduction of the service fee pursuant to Section 2, Subsection (b) above shall be made on the first payday of each month, but no deduction shall be made in the absence of correct notification from the Association as provided under this section. Deduction of Association dues authorized by the employee under Section 2, Subsection (a) above shall be made on the first payday of each month.

ARTICLE 5

NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or place where County functions are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Association 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 contract. 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. Any employee engaging in any activity in violation of this Article may be subject to disciplinary action or discharge.

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.

ARTICLE 6

HOLIDAYS

1. Holidays.

a. Recognized and Observed Holidays. The following days shall be recognized and observed as paid holidays, or any day declared by the Governor or the President of the United States for all employees in the public and private sectors:

New Year's Day (January 1st)
Dr. Rev. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
Washington's Birthday (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Veterans' Day (November 11th or date of County observance)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25th)
Christmas Eve/New Year's Eve
At the discretion of the supervisor, the employee shall be granted either four (4) hours on Christmas Eve, or four (4) hours on New Year's Eve or four (4) hours of personal holiday.
Two (2) Personal Holidays

A personal holiday shall be a day off available at the discretion of the employee with the consent of the employer. Personal Holiday time will be charged in accordance with the uniform time charging provisions of Article 14.

No compensation shall be paid for personal holidays not taken. 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. In all cases, personal holidays must be taken by the end of each fiscal year (June 30).

Hours of Work Holiday. Employees covered by this Agreement shall be eligible after six (6) months of employment for an Hour of Work Holiday (one (1) day) subject to the same terms and limitations of a personal holiday under Article 6.1.a. It is recognized that this holiday is a partial payment for the movement to the eight (8) hour day by members of this bargaining unit January 1, 1981.

b. Part-time employees shall be entitled to leave on observed holidays, 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, 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 or leave without pay at the employee's option.

2. Holiday Pay. Full-time employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Part-time employees shall receive

such pay only if eligible under Section 1.b. To be eligible for holiday pay, employees must be in pay status both on the day before and on the day after the observed holiday; except that Nurses assigned to school-based health clinics who are on unpaid leaves of absence during clinic closure for the Christmas holiday season, will still receive holiday pay for the Christmas and New Year holidays, and the four-hour holiday on either Christmas Eve or New Year's Eve.

3. 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. Irregular Scheduling: If the employee is not scheduled for a four or five day week, holiday observance shall be at the discretion of the supervisor after consulting with the employee.

d. Twenty-four-hour Operations. In twenty-four (24) hour operations, the eight (8) specific holiday dates cited in Section 1.a. above shall be observed on the dates listed. If an employee is scheduled off duty on a "specific holiday", she or he shall have the option of either taking the day off with pay or to take the day off without pay and schedule another day off with pay within 90 days following the holiday. Such alternate day off shall be by mutual agreement between the employee and the County.

4. Holiday During Leave. If a full-time employee or a part-time employee eligible under Section 1.b. is on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

5. Holiday Work. If a part-time or full-time employee works on any of the holidays listed above, the employee shall in addition to his or her holiday pay be paid for all hours worked at the rate of time and one-half (1-1/2) his or her regular rate of pay, or may elect, in lieu of holiday pay to receive another

day off with pay within 90 days following the holiday on a date mutually agreeable between the employer and the employee.

ARTICLE 7

VACATION LEAVE

1. Accrual. Each full-time employee is entitled to and shall earn annual vacation leave credit from the first full calendar month of employment. However, employees are not entitled to any leave with pay until they have been employed for a period of six (6) calendar months (1,044 hours). Employees will not accrue vacation leave during a leave of absence without pay. Vacation credits shall be earned in accordance with the following schedule (years and weeks cited are for general guidance only):

- a. Less than Five Years - Two Weeks Per Year Less than 10,440 straight time hours of continuous service, .0385 hours per straight time hour worked, cumulative to two hundred (200) hours. After six (6) months of service, an employee shall be entitled to one (1) week's (i.e., forty (40) hours) 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 of continuous service, .0577 hours per straight time hour worked, cumulative to two hundred forty (240) hours; and shall be entitled to three (3) weeks (i.e., 120 hours) 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 of continuous service, .0769 hours per straight time hour worked, cumulative to three hundred twenty (320)

hours; and shall be entitled to four (4) weeks (i.e., 160 hours) vacation.

- d. Fifteen Years or More - Five Weeks Per Year
31,320 or more straight time hours of continuous service, .0961 hours per straight time hour worked, cumulative to four hundred (400) hours; and shall be entitled to five (5) weeks (i.e., 200 hours) vacation.

2. Part-time. Part-time regular employees shall accrue in accordance with the schedule stated in Section 1., provided that seniority for accrual purposes shall be based strictly on straight time hours worked in County service and not years of service. For example, an employee working twenty (20) hours per week for twenty (20) years would have 20,880 hours of service and thus be eligible to accrue at .0769 hours per straight time hour worked. After six (6) months, vacation credits shall be used in accordance with the uniform time charging provisions of Article 14.

3. Vacation Times. Employees shall be permitted to choose either a split or entire vacation. Vacation times shall be scheduled by the County, based primarily on the needs of efficient operations and the availability of 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

his or her right of seniority only once during the life of this Agreement. Sign-up for vacation shall be in weekly increments.

4. Termination or Death. After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or the employee's heirs, whichever the case may be.

ARTICLE 8

SICK LEAVE

1. Definition and Allowable Use. Sick leave is a leave of absence with pay which may be used by an employee in the event of the following non-occupational conditions involving the employee or a member of his or her immediate household:

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

2. Limitations on Use of Sick Leave. Occasions when sick leave use is not allowed include but are not limited to:

- a. Occupationally related conditions except as provided in Article 11,
- b. Illness or injury during the term of a:
 - (1) Leave of absence without pay, or
 - (2) Vacation, provided that sick leave may be used during the term of a vacation when the employee immediately notifies the supervisor of the interruption of his or her scheduled vacation and presents such reasonable evidence as is demanded of a bona fide illness or injury upon returning to work.

3. Accrual. Employees shall accrue sick leave at the rate of .0461 hours per straight time hour worked, to be used in the event of illness or illness of a member of immediate household.

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. Employees will not accrue sick leave during a leave of absence without pay.

4. Special Sick Leave Usage Problem. Certain sick leave patterns create problems for both employees and the County by creating short staffing situations and increasing replacement costs.

a. Improper Use of Sick Leave. Improper use of sick leave may constitute cause for disciplinary action. Patterns of potential abuse include but are not limited to:

(1) A pattern of use in conjunction with days off, holidays, or vacations,

(2) Use of sick leave on a day or days when vacation or personal holidays have been denied.

In case either of the above specified patterns occurs and is identified by the supervisor, the supervisor in addition to any required oral or written explanation may for a period of six (6) months also require a physician's certificate for each instance of use.

b. High Frequency Sick Leave Use. When frequent use of sick leave gives rise to problems which cannot be resolved

between the supervisor and an employee or employees, the County may present the details of any such problem in writing to the Association. The Association agrees to work with the County in reaching an equitable resolution of the dispute.

c. Exhaustion of Sick Leave. Sick leave charges in excess of earned sick leave credits may be charged against earned and available annual leave or leave without pay, provided that any leave of absence without pay will be subject to management approval under the terms of Article 9.

5. Sick Leave During Maternity. Except as otherwise provided by County Resolution #89-111 (amended version dated June 1, 1989), attached hereto as Addendum E, the use of sick leave during pregnancy shall be governed by Sections 1 through 3 of this Article.

6. Occupational Exposure. Due to the occupational exposure to communicable disease, new employees shall be allowed to use up to five (5) days of their first year's sick leave immediately upon employment. If the employee terminates prior to accruing adequate sick leave to cover that used, the County shall deduct from the final settlement check one (1) hour's gross pay for each hour of sick leave used beyond that earned.

7. Conversion of Sick Leave. Based upon accrual as of

July 1 each fiscal year, employees shall be allowed to convert sick leave in accordance with the following schedule:

- a. After one year's service, an employee may convert two (2) days accrued sick leave to two (2) additional personal holidays each fiscal year.
- b. When an employee has accrued three hundred sixty (360) hours sick leave, he or she may convert three (3) days accrued sick leave to three (3) additional holidays each fiscal year.
- c. When an employee has accrued seven hundred twenty (720) hours sick leave, he or she may convert four (4) days accrued sick leave to four (4) additional personal holidays each fiscal year.
- d. When an employee has accrued one thousand (1000) hours sick leave, he or she may convert five (5) days accrued sick leave to five (5) additional personal holidays each fiscal year.
- e. When an employee has accrued one thousand two hundred eighty (1280) hours sick leave, he or she may convert six (6) days accrued sick leave to six (6) additional personal holidays each fiscal year.

8. Other Sick Leave Provisions.

- a. Used sick leave shall be charged on the basis of ten (10) hours per day for four day work week employees, or eight (8) hours per day for five day work week employees.
- b. Sick leave shall be charged in one quarter hour increments in accordance with the uniform time charging provisions of Article 14.

ARTICLE 9

OTHER LEAVES

1. Leaves of Absence. Consistent with the needs of the County and unless otherwise stated, leaves of absence without pay may be granted for a limited period of time for any reasonable purpose not to exceed six months, and such leaves may be renewed or extended for any reasonable period of up to one (1) year.

Any employee who has been granted a leave of absence and who for any reason other than through no fault of the employee fails to return to work within five (5) days after the expiration of said leave of absence shall be considered as having voluntarily resigned his or her position with the County, and the employee's position shall thereupon be declared vacated, except and unless the employee prior to the expiration of the leave of absence has made application for and has been granted an extension of said leave.

2. Bereavement Leave. An employee shall be granted not more than three (3) work days' leave of absence with full pay in event of death in the immediate family 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 the

employee's supervisor for travel and personal considerations.

For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, children, brother, sister, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law or brother-in-law. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the County Chair or the Chair's designee(s), upon request.

3. Jury Duty. Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. If an employee is excused or dismissed prior to the end of the work day, the employee shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the department.

4. 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.

5. Maternity and Adoption Leave. Maternity and adoption leave without pay shall be granted at the request of the employee; PROVIDED, that the combination of such unpaid leave and paid parental leave provided under Article 8, section 5 of this Agreement shall not exceed a total of six (6) months leave. Such

unpaid leave may be extended or renewed for a period not to exceed six (6) months.

6. Educational Leave. After completing one (1) year of service, an employee upon request may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his or her employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary.

One (1) year leaves of absence for educational purposes, including any requested extension, shall not be granted more than once in any three (3) year period.

Employees may also be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County. The County shall make every reasonable effort to enable interested employees an opportunity to attend in-service training and other educational opportunities.

The County will continue to promote and encourage

educational, self-development opportunities for bargaining unit employees and agrees to plan and budget accordingly to adequately accommodate paid educational leave requests, tuition reimbursement, and other educational expenses. The County further agrees, that there shall be an "open-book" policy for the purpose of inquiries by unit members in regards to the balance of educational funds available. Denial of requests for paid educational leaves, tuition reimbursement, and other educational expenses shall not be for arbitrary and capricious reasons.

All paid educational leave and tuition reimbursement shall be subject to the County's budgetary limitations and managerial priorities.

7. Accrual of Benefits During Unpaid Leave. An employee will not accrue benefits during the period of unpaid leave of absence.

8. Military Service.

a. Any employee who is a member of the National Guard or the Military or Reserve Forces of the United States and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties under the supervision of the United States or this state shall, upon request accompanied by a copy of the order, be granted a leave of absence

with pay up to fifteen (15) calendar days or eleven (11) work days per calendar year.

b. Employees shall be allowed to attend required military service or training sessions which fall on their regular working day(s) in lieu of their scheduled shift, provided that they agree to and do work on a scheduled day off in compensation.

9. Tuition Reimbursement. The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in improved performance, subject to the County's budgetary limitations and priorities. Preference will be given to reimburse any nurse for courses that are:

a. Required as a prerequisite to enroll in a BSN or MSN program, or;

b. Required as a part of the nurse's current enrollment in a BSN or MSN program. Employees shall apply for approval of the request for reimbursement at least five (5) days prior to the proposed enrollment. If approved prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course. In addition, employees who have been granted leaves of absence with

or without pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, will have the cost of registration and/or incidental expenses paid by the County upon prior approval of the Department head. Priorities for expenditures of any funds under this section shall be established by the County by considering together under the same criteria all pending requests for such funding made by bargaining unit members.

ARTICLE 10

HEALTH AND WELFARE

1. Eligibility. Employees shall be eligible for medical-hospital coverage on the first day of the month following the month of employment and for the dental plan on the first day of the month following six (6) full months of employment, provided, however, that part-time employees must meet the payment obligations of Section 4 to become eligible.

2. Medical-Hospital. The County agrees to contribute on behalf of each eligible employee toward the monthly premium for benefits under the Kaiser and ODS plans effective January 1, 1992 for Exempt County employees and including those changes communicated to the Association by letter dated September 5, 1991 and attachments thereto (letter and attachments attached hereto as Addendum F). The amount contributed shall be the amount of the County's contribution at the time this agreement is signed by the parties hereto; PROVIDED, that any increase in premiums for medical insurance coverage at the employee's applicable level of plan participation (i.e. single party, two party, or three or more parties) occurring on or after July 1, 1992 shall be shared three quarters by the County and one quarter by the employee. The employee's share of such premium increase shall be timely

paid by payroll deduction. However, within 30 days following the first pay day after ratification of this agreement, the County shall establish a premium conversion program whereby employee-paid contributions can be made through payroll deductions according to guidelines for premium conversion set forth in Internal Revenue Code section 125.

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 implementation.

Coverage shall include the employee and his or her immediate family, i.e., wife/husband (or after January 1, 1995, domestic partner) and eligible dependent children.

3. Dental Plan. The County agrees to contribute on behalf of each eligible employee toward the monthly premium for either of the group dental plans in effect January 1, 1992 for Exempt County employees as communicated to the Association by letter dated September 5, 1991 and attachments thereto (letter and attachments attached hereto as Addendum F). The amount contributed shall be the amount of the County's contribution at the time that this agreement is signed by the parties hereto;

PROVIDED, that any increase in the monthly dental insurance premium at the applicable level of plan participation occurring on or after July 1, 1992 shall be shared three quarters by the County and one quarter by the employee. The employee's share of premium shall be timely paid by payroll deduction. The premium conversion plan established under section 2 above shall apply to dental premiums to the extent permitted by law.

Coverage shall include the employee and his or her immediate family; i.e., wife/husband (or after January 1, 1995, domestic partner) and eligible dependent children.

4. Medical Spending Account. The County shall be authorized to offer members of the bargaining unit the opportunity to use medical spending accounts as permitted under the Internal Revenue Code to pay eligible unreimbursed medical expenses with pretax funds.

5. Part-Time Nurses. Part-time employees may receive full Medical and Dental benefits upon payment of fifty percent (50%) of the monthly premium by the employee to the County. Except, eligible part-time employees who work full-time 100% of time for thirty (30) continuous days (128 hours), the monthly premium for Medical and Dental shall be paid in full by the County.

6. Successor Insurance Plans. In the event any of the

above insurance plans is no longer provided by the County, the County agrees to provide to affected employees a substitute plan, if available, of the same service delivery type at substantially the same or a better benefit level. If no substitute plan is available, the County shall provide coverage to affected employees under the terms of remaining dental and medical plans.

7. Retiree Medical Insurance. Retirees from this bargaining unit shall be eligible to participate in the County's medical plan subject to the following provisions:

a. For purposes of this section, "retiree" refers to a person who retired from the County on or after July 1, 1992 and, at the time of retirement, occupied a position covered by the ONA bargaining unit. For purposes of this section, "member" or "members" refers to an active employee(s) who permanently occupies a position(s) covered by the ONA bargaining unit.

b. Except as otherwise provided in this section, retirees may continue to participate in the County medical plan available to members, but not in other County plans not 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 among

two (2) or more medical insurance plans, retirees shall be entitled to choose between the same plans under the same conditions and at the same times as apply to members. Retired employees 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:

(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:

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

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

c. ten (10) years of continuous County service immediately preceding disability retirement regardless of age.

(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 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 for purposes of the service requirements set forth in subsection e of this section. (For example, twenty (20) hours per week 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 authorized and instructed P.E.R.S. to regularly deduct his or her portion of the premium from his or her pension check and remit that amount to the County's collection agent, or if it is received by the County's designated collection agent at least thirty (30) days prior to the month for which the resulting coverage will apply. The County shall inform the retiree of the

identity and mailing address of the collection agent at the time the retiree signs up for continued post-employment medical insurance coverage, and shall inform the retiree of changes of collection agent not less than forty-five (45) days in advance of the effective date of the change.

i. In the event County insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional County tax liability 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 outlays by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to 40% of the premium so that the net County costs will remain unchanged.)

j. In lieu of the benefits provided under the preceding subsections of this section, employees hired prior to the signing date of this 1994-98 agreement who retire from Multnomah County employment at age sixty (60) or after, but before they are eligible for Medicare, and who have at least five (5) years of County service, may elect to have the County pay 100% of the premium for the group medical health plan until such time as the person is eligible for Medicare subject to the

limitations of section 2 above.

k. The County shall continue to make available to retirees group medical health plan benefits.

8. Life Insurance. The County agrees to provide each full-time and part-time employee covered by this Agreement with term life insurance in the amount of twenty thousand dollars (\$20,000). Upon retirement after at least five (5) years of County service, retirees of Multnomah County will be provided with two thousand dollars (\$2,000) term life insurance coverage. Employees will designate their beneficiaries. Employees, at their option and expense, consistent with carrier contract(s), may purchase from the same carrier additional term life insurance as a supplement to that provided by the County. Insured employees will be provided a certificate evidencing such insurance.

9. Disability Insurance. Any full-time or part-time employee covered by this Agreement may participate consistent with carrier contract(s), in the County's short-term disability insurance program; the monthly premium to be paid individually through payroll deduction.

10. Long Term Disability Insurance. The County will provide long term disability insurance to all members of the

bargaining unit who are regularly scheduled to work at least half-time. The insurance is provided pursuant to the Standard Insurance Company proposal dated July 13, 1988 and presented by Fred S. James of Oregon. There will be a 180 day elimination period; PROVIDED, that this will be reduced to a 90 day period effective January 1, 1995.

11. Waiver of Health and Welfare Benefits. Employees may elect to waive participation (coverage) in the County's Health and Welfare Benefits Plan by submitting such request for waiver in writing on the appropriate County waiver form. Employees making such waiver will not be eligible to re-enroll until the County's official open enrollment period. The County shall reimburse employee(s) for waiver of benefit coverage an amount of money equal to thirty-three percent (33%) of the highest two (2) party premium paid by the County.

The employee electing waiver after the signing date of this agreement must establish he or she has other medical coverage. If he or she does and subsequently loses that coverage he or she may re-enroll without waiting for Open Enrollment, and an employee can elect to waive only medical and continue dental coverage.

12. Health and Welfare Labor-Management Committee. The

County and Association agree to maintain a health and welfare committee comprised of three members from each side for the purposes of sharing information regarding the County's benefit program, discussing the County's benefit education and information program, and exploring alternative benefit structures and plans to ensure advanced comprehension by both parties of such alternatives prior to any collective bargaining process. The Committee shall meet at mutually agreeable times and places.

13. Default Enrollment.

a. Effective within 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" or for enrollment into the medical-dental benefit plans described in sections 2 and 3 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.

b. 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 described in section 2 and 3 above will be

mandatorily enrolled in the indemnity medical plan by default. Such employees may, if allowed by IRS regulations, "opt out" under the provisions of section 11 above, or they may choose to participate in the indemnity medical and/or dental plans by application within 15 days of receiving notice of his or her default enrollment. This section shall be effective and implemented on the same date that default enrollment under section 13 is implemented.

14. Domestic Partner Coverage. Effective January 1, 1995, 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 G, and the partner's eligible dependents for coverage under sections 2 and 3 of this article subject to the terms set forth in the Affidavit attached hereto as Addendum G 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 domestic partner, shall be required to complete, sign, and submit to the Employee Services Division a copy of the Affidavit attached hereto as Addendum G. 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 H 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.

15. Drug and Alcohol Policy and Procedure. The County's Alcohol and Drug Policy and Procedure is attached hereto as Addendum I, 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 (form set forth in Addendum I).

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 15 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.

16. Health and Welfare Reopener. If Congress passes health care reform legislation which would provide employees or their dependents with coverage substantially duplicating that provided under this article or which would subject the employer to substantially increased costs for health care coverage, the employer may reopen negotiations on this article by 10 days written notice to the Association. In the event of a reopener should the parties exhaust all impasse resolution mechanisms provided by law, the terms of Article 6 (No Strike Clause) shall be waived for the duration of any resulting strike or lockout, providing that such labor dispute arises out of and is directed exclusively toward differences between the parties concerning substitute terms for affected portions of this Article.

ARTICLE 11

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. 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 Association, employee and County.

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 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.

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 throughout the period the employee receives supplemental benefits, subject to the limitations of the Health and Welfare Article, if any.

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

ARTICLE 12

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.

ARTICLE 13

SENIORITY AND LAYOFF

GUIDELINES

1. Seniority and layoff shall be governed by Addendum D attached hereto and by this reference made a part of this Agreement, with the following exceptions and clarifications:

a. Promotional Line.

The following classifications (or future equivalents) shall be considered a promotional line:

- (1) Clinical Licensed Practical Nurse.
- (2) Community Health Nurse (Community Health Nurses assigned to clinics or the field shall be treated as one classification for purposes of this Article subject to Section b. below).
- (3) Nurse Practitioner.
- (4) Nursing Services Supervisor.

b. Bumping Qualifications.

An employee may bump another within the same classification or downward in the promotional line only if qualified to perform the duties of the position to which he or she is bumping. A clarification of this restriction shall include but not be limited to the following:

- (1) A Nurse Practitioner may bump another

Nurse Practitioner only if he or she is in the same specialty.

- (2) Any Nurse Practitioner with a baccalaureate degree in nursing may bump any Community Health Nurse.
- (3) A Community Health Nurse may bump a Community Health Nurse assigned to either the field or clinic, or any Licensed Practical Nurse.
- (4) A Nursing Services Supervisor (or its future equivalent(s)) bumping into the bargaining unit may exercise only seniority gained while a member of the bargaining unit.
- (5) Qualifications for bumping purposes are specifically limited to legal and/or job description qualifications, and specifically exclude knowledge, skills, and abilities normally acquired in orientation or on-the-job training.

c. Salary and Administration.

(1) Any employee who bumps to a lower classification at the highest pay step shall retain that rate only upon re-qualification under the terms of Article 16.

(2) The anniversary date of an employee who bumps to a lower classification shall remain unchanged.

d. Part-Time Employee Bumping.

- (1) A more senior part-time nurse may bump a

full-time nurse, provided he or she is willing to become full-time.

(2) A more senior full-time nurse may bump a part-time nurse, or with management approval, two (2) part-time nurses, provided the resulting full-time position is no more than forty (40) hours per week.

2. Notice of Layoff and Pre-Layoff Meetings.

Whenever possible, the County will notify the Association thirty (30) days in advance of a layoff. Either party may propose meetings to consider work sharing or other alternatives to a contemplated layoff.

3. Retirement. Seniority determinations shall have no application to retirement matters.

4. Filling of Vacancies.

a. The County shall post all vacancies and new positions for a period of two (2) weeks, except five (5) days for Corrections Health, listing the classification, number of hours, days per week, department, and shift of the employment position. The County may waive the initial posting period as recognized herein in the event of an emergency where the position may be filled temporarily for the duration of the emergency, or for short periods where a

position may be left vacant in preparation for a layoff.

b. The County will fill all vacancies and new positions with first consideration given to qualified County employees over non-employees. The County shall select the most qualified applicant, considering such factors as years of service with the County, as well as clinical experience and educational background relevant to the position. Qualified full-time and part-time employees shall be considered over on-call and temporary employees. The determination of an applicant's qualifications shall not be arbitrary or capricious.

5. The Director of the Health Division or his or her designee may, upon request of the affected employee, permit the employee to refuse an offer of reemployment without loss of reinstatement rights; PROVIDED, this shall not be construed as extending the duration for which the employee is eligible to have his or her name on a layoff list under Rule 20.04.

6. All Nurses in the bargaining unit on February 20, 1992 shall be treated as one department for purposes of seniority and layoff.

ARTICLE 14

HOURS OF WORK

1. Normal Work Day.

- a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.
- b. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period.
- c. Employees on a four (4) day per week work schedule shall work ten (10) hours per day excluding the meal period.
- d. So that the County can more effectively meet the health needs of the community, employees may elect, with the consent of the County, to work other than the regular work day. At the discretion of the County with the concurrence of the employee, longer hours in one (1) day may be offset by corresponding shorter hours in another, provided that all hours worked in excess of forty (40) hours in the work week are compensated in either overtime compensation or compensatory time off.

Pursuant to the Fair Labor Standards Act, Section 7(j), in Corrections Health, the work period shall be eighty (80) hours over a fourteen (14) consecutive day period.

- e. Between January 1, 1995 and December 31, 1996, the employer may schedule employees hired after the signing date of this agreement to work twelve hour shifts. During this period, Article 14, sections 4 and 7 and Article 15, section 4 (a)(1)(2) shall not apply to employees working such shifts pursuant to this

subsection. Overtime for such employees shall be as provided by Article 15, section 4 (a)(3) and (4) below.

2. Work Week. In no case shall the work week be for more than forty (40) hours excluding the meal period. It is understood by the parties that certain programmatic objectives may require the County to make specific changes in the work week. The days of the work week for full-time employees shall be consecutive unless arrangements for a split work week are requested by the employee and approved by the appointing authority.

3. Meal and Rest Periods.

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

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

purposes. Adjustments to the starting or quitting time shall be made to accommodate the approved extended meal period, subject to the provisions of "c" below.

c. All full-time employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift. All part-time employees' work schedules shall provide for a fifteen (15) minute rest period during each four (4) hour portion of their shift (if on a four (4) or eight (8) hour per day schedule), or during each five (5) hour portion of their shift (if on a five (5) or ten (10) hour per day schedule).

d. Employees required by their immediate supervisor or designee to remain at their work station or on standby in their assigned facility during their meal and/or rest period, such time shall be considered as time worked.

4. Work Schedules. Except in an emergency, work schedules shall be posted on all departmental bulletin boards at least two (2) weeks in advance.

5. Weekend Provisions in 24-Hour Facilities.

a. Employees of 24-hour facilities who are required to work a split work week shall be provided two (2) weekends off in a calendar month. A weekend for purposes of

this section shall mean Saturday and Sunday. If such an employee is required by the County to work on any weekend which results in such employee receiving less than two (2) full weekends off in that calendar month, then such an employee shall receive compensation at the rate of time-and-one-half (1-1/2) his or her rate of pay for all such weekend hours worked.

b. Notwithstanding subsection (a) above, an employee may voluntarily agree to a schedule providing more or less than two weekends off per month. The employer will consider such request based on operational needs (e.g. staffing requirements of the team, corrections health experience, facility/shift needs) and seniority. Availability of schedule changes with weekends off will be posted within Corrections Health according to current policy. If the employer concludes that the modification is no longer compatible with operational needs, the employer may reinstate the pre-existing schedule. Notwithstanding subsection (a) above, if the employee agrees to have less than two weekends per month off as part of his or her regular schedule, he or she will be compensated in straight time for the additional weekends worked.

6. 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 15: Wages.

(3) Leaves. Late and early return from leaves shall be subject to the same rounding practice as specified above.

(4) Management and Employee Rights. The right of management to discipline employees for tardiness is not waived by the above rounding provisions, nor shall the above provision be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

7. By agreement of the County and Association, shifts of longer than ten (10) hours may be adopted. Such alternative schedules may include mutually agreed upon exceptions to this agreement or alternative understandings made pursuant to Article 22 (2) for affected Nurses. Nothing herein shall interfere with operation of Article 14, Section 1, Subsection (d). This section is inapplicable to twelve hour shifts worked pursuant to section 1, subsection e of this article.

ARTICLE 15

WAGES

1. Wages.

a. Employees shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein. However, notwithstanding the foregoing, effective November 26, 1994 employees who are not members of PERS shall be paid a base wage rate 94.7% of that which they would otherwise be paid under this agreement until they become PERS members. Effective July 1, 1997, employees who are not members of PERS shall be paid a base wage rate 94.3% of that which they would otherwise be paid under this agreement until they become PERS members.

b. Reopener. In the event that the County's estimated general fund resources in the Executive Budget for 1995-96, 1996-97 or 1997-98 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's Executive Budget due to any passage of property tax limitation measures, the terms of Addendum A shall not be implemented, unless already implemented, and negotiations will thereafter commence promptly over

substitute terms for those affected provisions. In the event of a reopener should the parties exhaust all impasse resolution mechanisms provided by law, the terms of Article 6 (No Strike Clause) shall be waived for the duration of any resulting strike or lockout, providing that such labor dispute arises out of and is directed exclusively toward differences between the parties concerning substitute terms for affected portions of Addendum A.

2. Shift Differential. The County agrees to pay the following shift premium in addition to the established hourly wage rate:

a. An hourly premium of one dollar twenty-five cents (\$1.25) for all hours worked on shifts beginning between the hours of twelve (12:00) noon and seven (7:00) p.m.; or

b. An hourly premium of two dollars twenty-five cents (\$2.25) for all hours worked on shifts beginning between the hours of seven (7:00) p.m. and six (6:00) a.m.

3. Work in a Higher Classification. Whenever an employee must be replaced by another employee(s) for a period of four (4) shifts within a thirty (30) day period 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, if the employee(s) in fact performs a majority of the principal duties of the higher classification. Provided, further, however, that the amount of payment for acting as temporary supervisor shall be in accordance with existing practice.

Employees who regularly work on a part-week basis in a higher classified job will be paid the higher rate for all hours worked in such assignment.

4. Overtime.

a. Where operational circumstances permit, all overtime shall be by prior approval by the authorized supervisor or assigned designee, or evaluated, if appropriate, and approved later. Unauthorized and inappropriate overtime may result in disciplinary action. The employer shall ensure that nurses assigned to see clients in clinics have a means to request authorization to work overtime. The opportunity to make such request shall be made no sooner than the last hour of the regularly scheduled clinic day and not later than 15 minutes prior to

the end of the day. In lieu of such opportunity, the employer may, at its discretion, issue standing orders to govern requests, in lieu of a daily request system, so long as the rule provides the employee clear guidance as to whether overtime is or is not authorized.

When overtime is worked, employees will be compensated at the rate of one and one-half (1.5) times their normal hourly rate of pay for additional time worked as follows:

- (1) In excess of eight (8) hours in any work day for a five-day-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.
- (4) In excess of twelve (12) hours in any work day for employees working twelve (12) hour shifts per article 14, section 1, subsection e.

b. All work performed on an 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 the employee has worked on the first day of rest.

c. If the employer and employee voluntarily agree in advance that the employee will work longer hours one day and offset them on an hour for hour basis by shorter

hours on a work day in the same work week as provided by Article 14, section 1, subsection d above, no time worked on the longer work day is deemed overtime for pay purposes. If such agreement is not made and implemented, regular overtime rules under Article 15, section 4, subsection a above apply.

d. If consistent with the needs of the County, an employee may elect time off from work in lieu of overtime pay. In such case, the employee shall receive one and one-half (1.5) hours off or two (2) hours off for each hour of overtime worked, depending upon and determined by the rate at which he or she would otherwise be paid for overtime in accordance with subsection (a) and (b) of this section. Compensatory time off may be accumulated up to two hundred forty (240) hours.

5. Stand-by and Call-Back Pay.

a. Stand-by. 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 paid two dollars (\$2.00) per hour they are on stand by status.

Employees on stand-by duty who are called in to work shall be compensated in compensatory time off or

payment for the time worked at one and one-half (1.5) times their straight time hourly rate. Such employees are guaranteed a minimum credit of three (3) hours' work for each occasion on which they are called in. In the event an employee is unable to use earned compensatory time, then the employee shall receive payment for the unused compensatory time at the overtime rate earned.

Work which is performed under this section shall be defined as work performed by an employee who is called back to work after having left the County facilities. It shall not include work performed immediately prior to or immediately after the regular daily work shift.

b. Call-Back. An employee not on stand-by who is called back to work on any day other than his or her regularly scheduled work day shall be paid a minimum of four (4) hours at the rate of time-and-one-half (1-1/2), if a full-time employee, or four (4) hours straight time, if a part-time employee.

6. Reporting Pay. An employee who is scheduled to report for work and who presents himself or herself for work as scheduled, but where work is not available for him or her, shall be excused from duty and paid at his or her

regular rate for a day's work.

7. Reimbursement for Required Use of Personal Automobile.

a. Employees who are required to use their vehicle, as determined by the County, shall be reimbursed at the rate approved by the IRS for non-taxable reimbursement per mile. Employees shall be assigned a regular reporting site, and if required by the County to report for work at an alternate work site, the employee shall be entitled to mileage reimbursement, the difference in mileage to and from their regular work site and the alternate work site, if reporting directly from home to the alternate work site is a further distance.

b. To qualify for the thirty dollars (\$30.00) mileage base reimbursement employees must be required by the County, as a condition of their current job assignment, to have a vehicle available daily. They must routinely report to more than one site in a day and/or be required to make field visits. The thirty dollars (\$30.00) per month base reimbursement shall be for vehicle maintenance and insurance allowance.

It is further understood and agreed that

employee(s) must be in active pay status to qualify and receive mileage base reimbursement. All other employees that use their own vehicles shall only be reimbursed at the IRS rate set forth in Section 7. a. above.

8. Parking.

a. For those employees required to use their vehicle, determined by the County, as a condition of employment and whose permanent reporting station is the J.K. Gill Building and MCDC, parking shall be provided for each employee by the County within a reasonable distance of that location. The number of parking spaces for which the County is obligated shall not exceed thirty-one (31) at the time of the execution of this Agreement. In addition, the County agrees to meet with the Building Security Sergeant and the Association to coordinate means whereby a nurse assigned to a downtown jail facility during night operation may upon request be escorted to his or her parking place.

b. Employees on required assignment who are unable to find parking as provided for in item "a" above shall be reimbursed for any parking fees incurred in the course of business. The County agrees to establish a procedure in cooperation with ONA for reimbursement of such

fees. Field Community Health Nurses who are regularly assigned to the Southwest/Northwest area of the City with metered streets, shall be compensated an additional ten dollars (\$10.00) per month above the regular mileage reimbursement base.

9. Pay Upon Promotion. Employees promoted to a higher classification will be placed at a step within the new range which results in a salary increase of not less than one (1) step above former salary.

10. Pay Upon Entry. An employee may be credited for past work experience, clinical expertise, or advanced education, and hired at a wage higher than step one (1) in the job classification upon request by the appointing authority with approval of the Director of Employee Services.

Successful applicants will at the time of hire be given a copy of the Health Department's policy concerning step placement and a copy of the worksheet used by the hiring manager to determine the applicant's entry step. A copy of the worksheet will be placed in the employee's personnel file.

11. Nurse Practitioner Certification. An employee may

not be classified or paid as a Nurse Practitioner unless he or she holds current certification as such from the Oregon State Board of Nursing (or its successor), and is actually assigned to and does perform Practitioner duties.

12. Lead Assignments.

a. Definition. The Lead Nurse concept is to be utilized when the work situation dictates that the nurse who usually performs the same work as the other nurses in the work unit is, in addition, delegated limited supervisory duties when, in the County's judgment, such duties are not within the scope of the job description. Lead nurse and leadership issues are to be a priority at PNCC meetings.

b. Compensation. When a nurse is assigned by an appropriate supervisor and performs Lead Nurse duties five (5) or more consecutive work days, he or she shall receive a differential of five percent (5%) of his or her assigned rate beginning from the first day of such assignment.

13. Retirement.

a. PERS MEMBERSHIP. Employees shall be eligible for participation in the Oregon Public Employee Retirement System (PERS) pursuant to ORS 237 and subject to the terms and conditions of the Agreement, dated February 1, 1982,

integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Public Employee Retirement Board and Multnomah County pursuant to the provisions of ORS 237.051.

b. PERS Pick-up and "Pick Up" Under IRC § 414(h)(2). The County shall "pick-up" the employee contribution to PERS as permitted by Senate Bill 179, Chapter 373, Oregon Session Laws of 1981 (6%) through November 25, 1994. Effective November 26, 1994:

(1) the straight-time base hourly wage rates and ranges of employees shall be increased by five and six-tenths percent (5.6%) and the County shall cease to "pick up" the employee PERS contribution heretofore picked up under provisions of ORS 237.075; and

(2) to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies. For other purposes, the contributions shall be deemed to have been by the employee, and employee payment of the 6% contribution through payroll deduction is mandatory for each employee who

is a PERS member. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

c. Sick Leave In Application to Final Average Salary.

In accordance with the terms of ORS 237.153, one-half the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination. Effective January 1, 1995, the prior portion of this section shall not apply to members of this bargaining unit, unless and until a court of competent jurisdiction thereafter declares directly or by negating or limiting the effects of Oregon 1994 Initiative Measure 8, that the benefit provided in this section can be lawfully provided to bargaining unit members, in whole or in part, and all appeals have been exhausted. In the event of such declaration, this section shall be reinstated to the extent clearly permitted by such declaration, retroactive to and including January 1, 1995.

14. Corrections Nursing Premium. Each employee assigned to one of the correctional facilities shall be paid

an hourly premium as follows:

Licensed Community Practical Nurse	\$0.54/hour
Community Health Nurse	\$0.73/hour
Nurse Practitioner	\$0.91/hour

15. Weekend Differential. Bargaining unit members will receive a fifty cent (\$0.50) per hour weekend differential for each such hour worked on Friday from 9:30 p.m. until midnight, on Saturday, or on Sunday before 9:30 p.m.; PROVIDED, that nurses regularly assigned to corrections nursing for the preceding two (2) years shall receive a seventy-five cent (75¢) per hour weekend differential and those who have worked the preceding four (4) years in corrections nursing shall receive a one dollar (\$1.00) per hour weekend differential for such hours worked. (Weekend differentials are not additive; e.g., a corrections nurse who has completed four years of service will receive \$1.00 per hour of weekend work. Similarly, a corrections nurse who has completed less than two years of service will receive \$.50 per hour of weekend work, the same differential as nurses not in corrections.) Effective July 1, 1995 a weekend differential of two dollars (\$2.00) per hour shall

replace the preceding weekend differential rates and be payable regardless of corrections tenure.

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

a. Knowing Receipt of Over-Payment. Any employee knowingly receiving unauthorized payments, or payments in error due to clerical, technical, or computer error, has the obligation to call such payments to the attention of his supervisor. Failure to do so may result in disciplinary action. Any such knowing receipt of unauthorized payments or payments in error are fully recoverable.

b. Unknowning Receipt of Over-Payment.

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

ARTICLE 16

PERFORMANCE EVALUATION TRANSITION

1. The County shall continue with the new evaluation system adopted during the term of the 1988-91 Collective Bargaining Agreement. Any modification of that system shall be in the same manner as set forth in Article 16 of that 1988-91 Agreement.

2. Step increases will be withheld only upon determination by the County that the employee's overall performance is unsatisfactory. Any employee who is denied a step increase may appeal the reasonableness of such a denial in accordance with Article 19 of this Agreement.

ARTICLE 17

EMPLOYMENT STATUS

1. Extension of Probationary Period. An employee's probationary period may be extended by written agreement of the appointing authority, the Association and the affected employee.

2. Resignations. All nurses shall give the County not less than ten (10) work days advance written notice of the effective date of their resignation. Failure to give such notice forfeits any right to accumulated vacation, holiday and sick leave benefits. Exceptions may be made in extenuating circumstances by the appointing authority.

3. Other Terminations. The County shall give any employee a ten (10) work day written notice prior to termination of employment; or if less notice is given, the difference between the number of days notice given and the required number shall be paid to the employee at the regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for employees who are discharged for gross violations of conduct and/or County rules.

4. Termination Interviews. Upon termination of

employment, full-time and part-time nurses shall be granted an interview with the appointing authority if the employee so desires and requests.

ARTICLE 18

DISCIPLINARY ACTION

1. Employees may be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, or dismissal, or any combination thereof; provided, however, that such action shall take effect only after the appointing authority gives telephonic or written notice to the Association and Grievance Committee. This notice provision shall not apply to oral or written reprimands.

2. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action solely and exclusively through the Grievance Procedure. The Association may submit such grievance at Step II or Step III of the grievance procedure. The standard of review of disciplinary actions appealed under this sub-section shall be the "in good faith for cause" standard.

3. Any non-probationary employee who is given a written or oral reprimand may utilize the first two (2) steps of the grievance procedure (in succession) in order to appeal and solicit modification or withdrawal of the action

taken. Any employee who is given a written reprimand shall have the right to have his or her written and dated response placed in his or her personnel file. Any employee may request and have removed from his or her personnel file any written reprimand and/or reference to oral reprimand and any response by the employee which is more than two (2) years old; provided, that no subsequent disciplinary action has been taken (within the two (2) years prior to the date of the request) for reoccurrence of the same or similar problem(s) giving rise to the original reprimand.

4. 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.

5. Any employee found to be suspended or discharged without cause shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, unless otherwise provided by the reinstatement order.

ARTICLE 19

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 grievance informally, any employee or the Association may present in writing such grievance to the employee's immediate supervisor within fourteen (14) calendar days of the alleged contractual violation; 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 fourteen (14) calendar days of the time the employee first has knowledge or should have had knowledge of its occurrence. 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 supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within seven (7) calendar days, provided however, that a written request for a seven (7) day extension mailed or presented to the ONA grievance officer with a copy to the Association representative shall be granted.

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the department head within fourteen (14) calendar days after the response is due from the supervisor. The

department head shall respond to the employee or his or her representative, in writing, within seven (7) calendar days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant or representative to the County Chair, or his or her designee(s), within fourteen (14) calendar days after the response of the department head is due. The County Chair, or his or her designee(s), shall respond in writing to the grievant or representative within seven (7) calendar days.

County Grievances: When the County has a grievance, it may be presented in writing to the Association through the County Chair or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within fourteen (14) calendar days of the notification to the Association, then the County may request arbitration under Step V of this Grievance Procedure, by written notice to the other party. This procedure for County grievances is not exclusive and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within fourteen (14) calendar 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 Federal 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(s); the order of striking to be determined by lot. One (1) 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.

The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration, taking into account the schedules of the parties, representatives, and witnesses, as well as that of the arbitrator; and he or she shall be requested to issue his 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. His or her 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 supervisor, and it shall state the effective date of the award.

Expenses for the arbitration shall be borne by the losing party. The "losing party" shall be designated by the arbitrator but shall be one or the other of the two parties to the arbitration.

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. Processing Grievances. Grievance Committee members may investigate and process grievances during working hours, within reasonable limits, without loss of pay, and all efforts shall be made to avoid disruptions and interruption of work. The Association shall provide the County's Office of Labor Relations (or its successor) with a current listing of all Grievance Committee members. The Association shall provide updates of this list as changes occur.

3. County-Association Meetings. The County Chair, or his or her representative(s), shall meet at mutually convenient times with the Association committee. All such meetings shall be held during normal working hours on County premises without loss of pay and the parties will so schedule such meetings as far as practical to avoid

disruptions and interruption of work. The Association committee shall consist of not more than three (3) members selected by the Association.

ARTICLE 20

GENERAL PROVISIONS

1. No Discrimination. 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, sexual orientation, creed, religion, national origin, political affiliation, or physical and mental handicap unless there are bona fide job-related reasons. In the event the employer's obligations under the Americans With Disabilities Act (ADA) and this agreement conflict, the ADA shall prevail. The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.

The County and the Association agree not to interfere with the rights of employees to become members or refrain from becoming members of the Association. The County and the Association further agree that there shall be no discrimination against any employee as a result of an employee's membership status or activity in the Association, provided, that such activity does not interfere with the effectiveness or efficiency of County operations.

2. Bulletin Boards. The County agrees to furnish and

maintain suitable bulletin boards in convenient places in each work area to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Association shall be effectual in nature and shall be signed and dated by the individual doing the posting.

3. Visits by Association Representatives.

The County agrees that accredited representatives of the Oregon Nurses Association, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Association business. The Association agrees that such visits will cause no disruptions or interruptions of work. The County will make a meeting area available with prior notice.

4. Rules. The County agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided a copy of the rules at the time of hire.

5. Changes in Existing Conditions. The County will

solicit and be receptive to the input of the Association regarding any changes in working conditions proposed by the County, including but not limited to those related to implementation of the CQI program, and any such changes shall not be made for arbitrary or capricious reasons.

6. Supremacy of Contract. To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 3.10 or its successor, this agreement shall prevail.

7. Definitions. By this reference, the definitions contained in Addendum C are made a part of this Agreement.

8. Contract Orientation and Distribution.

a. Within thirty (30) days of the signing date of this Agreement, the County will supply the Association with sufficient copies of the Agreement for distribution to all members of the bargaining unit.

b. As a part of a new employee's orientation, he or she shall be provided with a copy of the Agreement and names of bargaining unit representatives.

9. Safety Inspection. As the County Chair's designee, the County Employee Services Director, or a member of the Employee Services Division staff designated by him or

her, or in its own capacity the statutory safety committee shall no less than annually visit and inspect all facilities within the Division of Corrections to which nurses are assigned, for the purpose of identifying and attempting to remedy conditions which may jeopardize the safety of nursing staff.

10. Corrections Meal Practice. The County shall provide a mid-shift meal for all nurses assigned to correctional institutions in accordance with the practice now in effect at Multnomah County Detention Center.

11. Professional Nursing Care Committee.

a. Professional Nursing Forum (PNF):

The County continues to recognize the importance of utilizing the professional expertise of the bargaining unit nurses, including development of their professional and leadership skills. To meet these goals, and the goal of better patient care, the County shall continue to support a Professional Nursing Forum (PNF).

The Nursing Forum meetings shall be scheduled monthly and bargaining unit nurses may attend without loss of pay. Within budgetary limits, the County shall make every effort to allow bargaining unit nurses to regularly

attend Forum and Forum Committee meetings.

b. Professional Nursing Care Committee:

The Professional Nursing Care Committee (PNCC) shall consist of one Field Nurse and one Clinic Nurse each chosen from the PNF, and one Nurse Practitioner chosen from and by the Bargaining Unit.

The PNCC shall meet at least quarterly with the Department Director and two other top managers of their choice. The PNCC and management shall review the function of Forum and other issues of concern related to patient care, delivery of service, educational programs, and other problems related to professional nursing care.

c. Terms: Terms of office for the PNF shall be for no more than two years and for the PNCC shall be for no more than one year. Each September, the Bargaining Unit Chairperson shall inform the Health Department Director of the names of the nurses elected for the following year. Replacements shall be elected in a timely fashion to fill out any unexpired term.

12. Contract Work.

a. 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 Association Representative 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.

b. The County agrees to meet with the Association 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.

c. The County further agrees to meet with the Association at its request, to explore the alternative of work force reduction by attrition.

13. Loss of Personal Property.

An employee who suffers loss of personal property arising out of the performance of his or her duties and who

has his or her claim for reimbursement denied by the County, may submit such claim to the Director of Employee Services or his or her designee(s) for review at the next County-Association meeting. In no event will payment be made when the employee's loss is recoverable through any insurance claim available to the employee. Approval of claims shall be subject to agreement by both the Association and the County.

Section 14. ONA Representation In RESULTS Campaign.

ONA may appoint one (1) representative each to the County-wide strategic design committee and the Health Department CQI Steering Committee. When making such appointments the ONA shall consider the cost to the County of such selections and the potential adverse impact on the provision of services. The ONA shall give the County 14 calendar days advance notice of its tentative selections. Upon request within that period the ONA shall meet with the affected supervisor's department head to discuss the selection, and shall consider in good faith possible alternative selections.

ARTICLE 21

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 attempt 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, 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 existing conditions are, therefore, contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits 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 County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 22

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 the rules and regulations of the Employee Services Division, and by Multnomah County Code 3.10 or its successor. The County and the Association for the life of this 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:

1. The parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, or

2. The Association and the County Chair, or his or her designee(s) for Labor Relations from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration, or

3. The Association or County from requesting a County Association meeting to discuss matters related to terms and conditions of employment.

If the County wishes to implement actions that would otherwise violate this agreement, the County and Association shall confer under 2 above and decide within 14 days after notice of the proposed action whether to authorize a departure from the labor agreement. Such departures shall be for a stated time, with a stated scope and purpose, and shall only be by mutual agreement.

In consideration of the wage increase granted employees

under Article 15, section 13, subsection B, the Association, on behalf of itself and its members, agrees that any duty of the County to bargain with the Association which might have arisen under the Public Employee Collective Bargaining Act, Article 21 (SAVINGS AND FUNDING) of this agreement, or from any other source by virtue of passage or implementation of 1994 Oregon Initiative Measure 8 or any decision concerning or impact regarding that Measure has been satisfied and fully discharged. This includes but is not limited to bargaining over the applicability of accumulated sick leave to pensions and payment for accumulated sick leave, pensions, wages, tax shelters, and any other subject or proposal related to Measure 8. In further consideration of the wage increase provided employees under Article 15, section 13, subsection B, the Association further voluntarily waives and hereby releases the County from any and all liability and claims that were or might have been made in any forum, whether known or unknown to the Association at the time of this release, concerning the effects or implementation of 1994 Oregon Initiative Measure 8.

ARTICLE 23

TERMINATION

This Agreement shall be effective as of the 1st day of July, 1994, and shall remain in full force and effect through the 30th day of June, 1998, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than April 1, 1998, or ninety (90) days prior to any subsequent anniversary date 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 7th day of December, 1994.

OREGON NURSES ASSOCIATION

BY _____

BY Catherine Brasher

BY Tracy

BY _____

BY _____

BY _____

NEGOTIATED BY:

Michael Alexander

Michael Alexander
Labor Relations Representative
Oregon Nurses Association

By John Kressel
~~Deputy~~ County Counsel

MULTNOMAH COUNTY BOARD OF
COUNTY COMMISSIONERS:

BY Marillyn Stein

Chair

BY Ray H.

Commissioner

BY James

Commissioner

BY Sharon Kelly

Commissioner

BY Don Holtzman

Commissioner

NEGOTIATED BY:

Darrell Murray

Darrell Murray
Deputy Labor Relations Manager
Labor Relations Division
Multnomah County, Oregon

REVIEWED BY:

Laurence Kressel
County Counsel
Multnomah County, Oregon

ADDENDUM A

SALARY SCHEDULE FOR ONA BARGAINING UNIT

Effective July 1, 1994, the following wage rates shall apply for for the steps indicated.

CLASSIFICATION	1	2	3	4	5	6	7	8	9
LICENSED COMMUNITY PRACTICAL NURSE	10.44	10.85	11.28	11.74	12.21	12.68	13.20	13.74	14.29
COMMUNITY HEALTH* NURSE	14.85	15.47	16.06	16.70	17.36	18.07	18.78	19.52	20.32
NURSE PRACTITIONER	19.42	20.02	20.61	21.56	22.18	22.83	23.51	24.22	25.19
PHYSICIAN ASSISTANT	19.42	20.02	20.61	21.56	22.10	22.03	23.51	24.22	25.19

*Any graduate nurse hired with a temporary license shall be paid at a special Temporary License Step of \$12.94 per hour for a maximum of six (6) months.

The above salary schedule reflects an across the board increase of two and one-half percent effective July 1, 1994. In addition, one step has been dropped from the Nurse Practitioner and Physician Assistant ranges and a new step 4% higher than the old top step has been added at the top. The steps have been renumbered accordingly. Nurse Practitioners and Physician Assistants shall retain the same numeric step upon implementation of the above schedule that they held immediately preceding implementation (e.g., a Nurse Practitioner or Physician Assistant who would have been at step 2 of the range before its reconstruction will be placed at step 2 of the new range as of July 1, 1994 (\$20.02), with no effect on the employee's anniversary date. Thus, if the employee's next anniversary date was July 15, 1994 he or she would move to step 3 on that date, subject to normal satisfactory performance requirements.

Wages Effective July 1, 1995: Effective July 1, 1995 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (All-US Cities CPI-W, March, 1994 to March 1995; 1982-84 = 100 base) with a minimum increase of two percent and a maximum increase of four percent (4%).

Before application of the general July 1, 1995 increase, the range for Community Health Nurse shall be reconstructed as follows: (1) beginning with the then existing first step, create a 10 step range with compounding increments of 3.75% (i.e. each step is 1.0375 x the preceding step); (2) drop the first step; and (3) renumber the remaining steps as steps 1 through 9. Then apply the above cost of living increase. Community Health Nurses shall retain the same numeric step they would have held had the range not been reconstructed, with no effect on anniversary date. For example, a Community Health Nurse who would have been on step 4 of the former range on July 1, 1995 will be placed on step 4 of the reconstructed range on that date. If his or her anniversary date is August 1, he or she will move to step 5 on August 1, 1995, subject to normal satisfactory performance requirements.

Also before application of the general July 1, 1995 increase, the range for Licensed Community Practical Nurse shall be reconstructed as follows:

Step:	1	2	3	4	5	6	7	8
Rate:	10.85	11.35	11.84	12.33	12.82	13.31	13.80	14.29

Licensed Community Practical Nurses shall be placed on the lowest step in this reconstructed range which results in an increase in pay, with no change in anniversary date. For example, a Licensed Practical Nurse who on July 1, 1995 would have been on step 3 at 11.74 before reconstruction of the range would remain on the new step 3 since this would result in an increase of \$0.14 per hour and placement at step 2 would result in a

decrease. If the nurse's anniversary date is September 1, the nurse would move to step 4 on September 1, 1995. The July 1, 1995 general wage increase shall be applied to this reconstructed range after this placement process.

Also before application of the general July 1, 1995 increase, the first step of the Nurse Practitioner and Physician Assistant range shall again be dropped and a new step shall be added to the top of the range which is 104% of the then existing top step. The remaining steps shall then be renumbered 1 through 9, and Practitioners shall retain their same numeric step. For example, a Nurse Practitioner or Physician Assistant who would have been at step 2 of the range on July 1, 1995 before its reconstruction will be placed at step 2 of the new range as of July 1, 1995, with no effect on anniversary date. Thus, if the employee's next anniversary date is July 15, he or she will move to step 3 on that date, subject to normal satisfactory performance requirements.

Wages Effective July 1, 1996: Effective July 1, 1996 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (All-US Cities CPI-W), March, 1995 to March, 1996; 1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%).

Wages Effective July 1, 1997: Effective July 1, 1997 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (All-US Cities CPI-W), March, 1996 to March, 1997; 1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of five percent (5.0%), plus four-tenths percent (0.40%) of June 30, 1997 wage straight-time base wage rates. For example, if the increase in March to March US CPI-W is 3%, the July 1, 1997 wage increase will be 3.4%.

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 monthly
Association membership dues as certified by the Executive
Director of the Oregon Nurses Association.

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: _____

ADDENDUM C

DEFINITIONS

Continuous service. Means uninterrupted employment with Multnomah County subject to the following provisions:

a. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

b. For purposes of determining length of service prior to July 1, 1975, an interruption in employment of fourteen (14) months or less shall constitute continuous service, in addition to those individually documented cases previously approved by the Board of County Commissioners, the Chair, or Employee Services counsel.

c. For purposes of determining 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.

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.

Managerial employee. Means a person who formulates policy or has a major role in the administration of policy; provided, that such role is not of a routine or clerical nature and requires the exercise of independent judgment.

On-Call employee. An individual hired to perform sick, vacation, or variable load relief work on a sporadic basis when, in the County's judgment, no other form of appointment is practicable.

Part-time employee. An employee regularly scheduled to work less than thirty-two (32) hours per week but twenty (20) or more hours per week on a regular 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.

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 from a list

certified by the Employee Services Division. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if, in the opinion of his or her supervisor, his continued service would not be in the best interest of the County. A dismissed probationer shall be afforded upon request an opportunity to discuss his or her dismissal with the Director of the Health Department or his or her designee(s).

Temporary employee. A non-permanent employee. The County agrees to notify the Association when any temporary employee has worked three (3) months.

Supervisory employee. Means any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

ADDENDUM D

SENIORITY & LAYOFF

Scope

The following rules apply to all employees who have classified status, except that nothing contained in these rules shall supersede provisions of existing collective bargaining agreements.

Definitions

Layoff: A reduction of the county work force for reasons of lack of funds, lack of work, efficiency or reorganization.

Continuous Service: Uninterrupted employment with Multnomah County; continuous service is ended by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

Promotional Line: A classification series in the same occupational field in which service in the lower classification qualifies the employee for the higher classification.

Equivalent Classifications: The matching by the Personnel Officer of an abolished classification with a current classification that has substantially the same duties, authority and responsibility.

Seniority

Seniority will be determined as follows:

- 1) The total length of continuous service within the affected job classification and its equivalent; 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 Personnel Officer.

In computing seniority, the following factors will be taken into account:

- 1) Part-time work will count on a half-time basis.
- 2) Time spent in an abolished classification that has a current equivalent will count toward seniority in the equivalent classification.
- 3) Time spent on authorized leave with pay will count.
- 4) All time spent on a leave without pay that exceeds thirty (30) days will not count, except for military leave without pay which does count.
- 5) Time spent in unclassified appointment status will not count.
- 6) Once an employee attains regular status, initial temporary time spent in the same classification will count. Subsequent time spent on a temporary appointment by a regular employee shall count toward the immediately previous class.
- 7) Time spent on layoff will not count.
- 8) Time spent in a state or federal trainee program such as PEP, WIN, or CETA will not count.
- 9) Time spent in previous government service will count if the employee transferred in accordance with ORS 236.610 through 236.650.
- 10) Seniority shall be forfeited by discharge for cause, voluntary termination, or involuntary termination due to expiration of a layoff list.

- 11) Time spent on a probationary period that is not completed will count toward the previous class, if any.
- 12) Time spent in all higher classifications within a promotional line shall be combined with time spent in the present classification.
- 13) For purposes of determining length of service within a department, time spent in any organizational unit which became a part of the department through reorganization shall be included.

Layoff Rules

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.

Within a classification and department, temporary, probationary and other employees who do not have regular status will be laid off before employees with regular status. Employees without regular status who are laid off will not be placed on layoff lists and do not have displacement rights.

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/her seniority under these rules.

Transfer to a classification with a higher maximum salary is a promotion and shall be accomplished only by normal appointment procedures.

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, provided: a) a vacancy

exists, or b) if no vacancy exists, the employee has more seniority than another employee in the same department in the lower classification.

No employee shall have any rights over another employee working under permanent appointment in another department.

An employee may be denied transfer or demotion rights otherwise available under these rules only if he/she lacks knowledge, skills or abilities required for the position that are not easily learned on the job within the normal orientation period. An employee may be required to take and pass a qualifying examination in order to establish his/her right to a position.

Where options are available, filling a vacant position will take precedence over displacing another employee. Where displacement is necessary, the least senior employee will be displaced, except as provided below:

- 1) A full-time employee who is subject to layoff may displace the least senior full-time employee, even if part-time employees with lesser seniority remain, and
- 2) A part-time employee who is subject to layoff may displace the least senior part-time employee, even if full-time employees with lesser seniority remain.

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 head will designate the appropriate vacancy among those in the other divisions within the department; if none are available, and the employee is qualified for the inter-departmental bumping list, then
4. The County Chair will designate the appropriate vacancy among those in other departments.

Employees who do not qualify for the inter-departmental bumping list may transfer to a vacancy in another department under the provisions of the Transfer section.

20.04 LAYOFF OR DEMOTION IN LIEU OF LAYOFF

An employee who may be subject to layoff or demotion in lieu of layoff shall be notified in writing at least fifteen (15) days prior to such action. The bargaining agent, if any, shall be sent a copy of such notice at least fifteen (15) days prior to the action. The notice shall state the reason for the action and shall further state that the action does not reflect discredit on the employee.

An employee who is subject to layoff and is offered options shall indicate his/her preference within three (3) working days of receipt of notice of the options. Failure to do so will be deemed an agreement to accept layoff.

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 immediately preceding layoff.

An employee who accepts transfer or elects to retire will not be placed on layoff lists.

An employee shall remain on a layoff list for eighteen (18) months (twenty-four (24) months for employees represented by Local 88 AFSCME) from the date of layoff or demotion in lieu of layoff. An employee will be removed from a layoff list only under the following circumstances:

- 1) Upon written request of the employee; or

- 2) Upon election to retire; or
- 3) Upon acceptance of permanent reinstatement from the layoff list; or
- 4) Upon declining an offer of permanent reinstatement; or
- 5) Upon failure to respond within fourteen (14) days to a certified letter sent to the employee's last known address.

20.05 REINSTATEMENT

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.

An employee on a layoff list shall be offered reinstatement in order of seniority except when 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/her term of eligibility.

Effect on Employees

Vacation leave: Nonexempt employees who are laid off will be paid for unused vacation leave at their regular rate of pay, provided they have completed at least twelve months of service. Upon reappointment employees will continue to accrue vacation at their current rate.

Annual Leave: Exempt employees who are laid off will be paid for any unused annual leave and vacation leave at their regular rate of pay. Upon appointment, employees will be credited with annual leave entitlement based on length of County service.

Sick Leave: Non-Exempt employees who are laid off will retain their accrued sick leave during the time they are on the layoff list; accrued sick leave will become available for use upon reappointment.

Salary Continuation: Exempt employees who are laid off receive no compensation for unused salary continuation entitlement. Upon reappointment, employees will be credited with salary continuation entitlement based on length of County service.

Insurance: County-paid insurance is discontinued after thirty days. Upon reappointment, County-paid insurance coverage resumes on the first day of the month following return, upon reapplication by the employee.

Seniority: Laid off employees retain, but do not continue to accrue, seniority during layoff. Seniority is lost when the term of eligibility for reappointment expires.

Salary Administration: 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 employee shall receive an increase in pay. The employee's anniversary date for salary increases will be the date of demotion. Demotional appointments to exempt positions will follow the rules for other exempt appointments.

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 employee shall be reduced in pay. The anniversary date of a reappointed non-exempt employee will be adjusted so that the time spent on lay-off or in a lower level classification will not count.

Reappointments of exempt employees will follow the rules for other exempt appointments.

ADDENDUM E

Amended Resolution
June 1, 1969

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY

Concerning the Establishment)
of a Policy for Parental Leave) RESOLUTION
for Employees of Multnomah County) #89-111

WHEREAS, ORS 659.360 provides a twelve week parental leave for Oregon employees subject to certain terms and limitations; and

WHEREAS, ORS 659.360 further provides that sick leave may be used during the term of parental leaves; and

WHEREAS, the Bureau of Labor and Industries has promulgated administrative rules which would allow use of sick leave during parental leave regardless of whether such use of leave would otherwise be allowable under the employer's policy; and

WHEREAS, there is currently pending litigation and legislation which would respectively test the legality of the Bureau's promulgated rules or amend ORS 659.360; and

WHEREAS, it is the desire of the County to reach closure on this policy issue independent of the outcome of litigation and further legislation on this matter; and

WHEREAS, it is the desire of the County to be supportive of employees on parental leave consistent with the balancing process of collective bargaining;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners establishes the following terms for administration of Parental Leave:

1. Notwithstanding the outcome of any pending litigation or legislation, County employees may use sick leave for parental leave during the term of a parental leave mandated by Oregon law; and
2. The terms of parental leave for a County employee need not be coordinated with [a spouse's leave,] leave taken by the other parent of his or her child; i.e., a County employee may take twelve weeks of leave notwithstanding the length of [a spouse's] the other parent's parental leave; and

ADDENDUM E

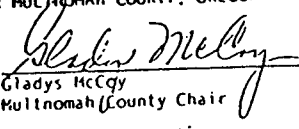
3. to the extent that the above terms are in excess of the requirements of Oregon law, they shall become effective for members of the County's collective bargaining units only upon execution of memoranda of exception in accordance with the terms of their respective collective bargaining agreements.

ADOPTED June 1., 1989

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

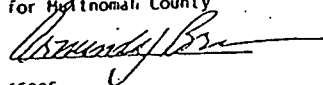
SEAL)

By


Gladys McCoy
Multnomah County Chair

Reviewed by:

Laurence Kressel
County Counsel
for Multnomah County


5500F

ADDENDUM F

102



ADDENDUM F

MULTNOMAH COUNTY OREGON

10 OF COUNTY COMMISSIONERS
 V.S. MCCOY
 W.E. ANDERSON
 HANSEN
 BAUMAN
 RON KELLEY

DEPARTMENT OF GENERAL SERVICES
 PORTLAND BUILDING
 1120 SW FIFTH, 14TH FLOOR
 PORTLAND, OR 97204-1934

OFFICE OF THE DIRECTOR
 EMPLOYER SERVICES
 FINANCE
 LABOR RELATIONS

(503) 248-3303
 (503) 248-5015
 (503) 248-3312
 (503) 248-5135

ADMINISTRATIVE SERVICES
 ASSESSMENT & TAXATION
 ELECTIONS
 INFORMATION SERVICES

(503) 248-5111
 (503) 248-3345
 (503) 248-3720
 (503) 248-3749

AT OTHER LOCATIONS:

September 5, 1991

AXED/MATLED

Mr. Jim Bailey
 Oregon Nurses Association
 9600 S.W. Oak
 Portland, Oregon 97223

Dear Jim:

I recently faxed you a revised proposal for restructuring the medical and dental plans, including among other things a PPO paying 90% under ODS on services provided within the PPO. I am forwarding herewith a further modification of the County's proposal for revising the medical and dental plans. It differs from the last one in the following respects. First, it increases the pre-existing conditions limitation to \$10,000. Second, it reinstates the \$2 Kaiser per visit co-payment, thus terminating the County's proposal to increase that co-payment to \$5. Finally, orthodontia benefits under both the Kaiser and ODS would remain unchanged, thus terminating the County's proposal to eliminate those benefits.

The plans summarized on the enclosed eight pages, which incorporate the above changes, were adopted today by the Board for implementation as to exempt staff effective January 1, 1992. (Please note at the bottom of page 5 the cash in lieu of benefits figures which are handwritten to correct a typographical error are thirty-three percent (33%) in the ODS and Kaiser columns.) The County proposes to make the same package effective at that time for members of the ONA bargaining unit. I will attempt to prepare specific proposed contract language to reflect the substance of this proposal in the near future for your review. In the interim, I would be glad to answer any questions the Association may have concerning the modified proposal.

Sincerely,

Darrell Murray

Darrell Murray
 Deputy Labor/Relations Manager

c: Merrie Ziady
 Jan Sinclair

Kathy Page
 Gloria McClendon

AN EQUAL OPPORTUNITY EMPLOYER

ADDENDUM F (cont.)

MULTINOMAH COUNTY, OREGON

Summary of Benefits for Exempt Employees
William M. Mercer, Incorporated - kmls1a:lmcolmedcomp.wk1

22-Aug-91

SUGGESTED DESIGN CHANGES

MEDICAL BENEFITS	ODS HEALTH PLAN	KAISER	ODS HEALTH PLAN	KAISER
Eligibility	Exempt EEs working 20+ hrs/wk on regular basis in temporary or permanent position	Exempt EEs working 20+ hrs/wk on regular basis in temporary or permanent position	Exempt EEs working 20+ hrs/wk on regular basis in temporary or permanent position	Exempt EEs working 20+ hrs/wk on regular basis in temporary or permanent position
Calendar Year Deductible	\$100/\$300 w/carryover provision	None	\$200/\$500	None
Normal Plan Benefits	80% of 1st \$2,500; 100% thereafter	No charge or small copay for treatment at Kaiser facilities	90% in PPO/70% out of PPO 80% out of area	No charge or small copay for treatment at Kaiser facilities
Maximum Out-of-Pocket	\$500 out-of-pocket, plus deductible per person	N/A	\$1,000 per person out-of-pocket, plus deductible, not to exceed \$3,000 per family	N/A
Common Accident Deductible	N/A	N/A	Include	N/A
Copayment	N/A	\$1 per office visit	N/A	\$5 per visit
Lifetime Maximum Benefit Per Covered Person	\$1,000,000	N/A	\$1,000,000	N/A
Pre-Existing Conditions Limitation	N/A	N/A	6/12; Maximum \$10,000 for Pre-existing - 1st year	N/A
HOSPITAL-Related				
Semi-Private Room & Board	Normal Plan Benefits	No charge	Normal Plan Benefits	No charge
ICU/CCU/Isolation Unit	Normal Plan Benefits	No charge	Normal Plan Benefits	No charge
Other Services & Supplies	Normal Plan Benefits	No charge	Normal Plan Benefits	No charge
Inpatient Rehabilitation	Normal Plan Benefits; must begin within 1 year of the onset of the condition and be part of M.D.'s formal written program	No charge	Normal Plan Benefits; must begin within 1 year of the onset of the condition and be part of M.D.'s formal written program	No charge

ADDENDUM F (cont.)

MULTINOMAH COUNTY, OREGON

Summary of Benefits for Exempt Employees

William M. Mercer, Incorporated - kmsla:\mcolmedcomp.wk1

20-Aug-91

SUGGESTED
DESIGN CHANGES

MEDICAL BENEFITS	ODS HEALTH PLAN	KAISER	ODS HEALTH PLAN	KAISER
Eligibility	Exempt EEs working 20+ hrs/wk on regular basis in temporary or permanent position	Exempt EEs working 20+ hrs/wk on regular basis in temporary or permanent position	Exempt EEs working 20+ hrs/wk on regular basis in temporary or permanent position	Exempt EEs working 20+ hrs/wk on regular basis in temporary or permanent position
Calendar Year Deductible	\$100/\$300 w/carryover provision	None	\$200/\$500	None
Normal Plan Benefits	80% of 1st \$2,500; 100% thereafter	No charge or small copay for treatment at Kaiser facilities	90% in PPO/70% out of PPO 80% out of area	No charge or small copay for treatment at Kaiser facilities
Maximum Out-of-Pocket	\$500 out-of-pocket, plus deductible per person	N/A	\$1,000 per person out-of-pocket, plus deductible, not to exceed \$3,000 per family	N/A
Common Accident Deductible	N/A	N/A	Include	N/A
Copayment	N/A	\$1 per office visit	N/A	\$5 per visit
Lifetime Maximum Benefit Per Covered Person	\$1,000,000	N/A	\$1,000,000	N/A
Pre-Existing Conditions Limitation	N/A	N/A	6/12; Maximum \$10,000 for Pre-existing - 1st year	N/A
HOSPITAL-Inpatient				
Semi-Private Room & Board	Normal Plan Benefits	No charge	Normal Plan Benefits	No charge
ICU/CCU/Isolation Unit	Normal Plan Benefits	No charge	Normal Plan Benefits	No charge
Other Services & Supplies	Normal Plan Benefits	No charge	Normal Plan Benefits	No charge
Inpatient Rehabilitation	Normal Plan Benefits; must begin within 1 year of the onset of the condition and be part of M.D.'s formal written program	No charge	Normal Plan Benefits; must begin within 1 year of the onset of the condition and be part of M.D.'s formal written program	No charge

ADDENDUM F (Cont.)

MEDICAL BENEFITS	ODS HEALTH PLAN	KAISER	ODS HEALTH PLAN	KAISER
<u>OTHER Medical Benefits</u>				
Ambulance	Normal Plan Benefits for local ground ambulance	No charge when medically necessary	Normal Plan Benefits for local ground ambulance	No charge when medically necessary
Skilled Nursing Facility	Normal Plan Benefits for daily service rate, up to semi-private room rate	Up to 100 days w/o charge at approved Skilled Nursing Facility	Normal Plan Benefits, for daily service, up to semi-private room rate, but limited to 100 days	Up to 100 days w/o charge at approved Skilled Nursing Facility
Maternity Care	Normal Plan Benefits	Inpatient: No charge (including care for the newborn) Outpatient pre- & post-natal: \$1 copay	Normal Plan Benefits	Inpatient: No charge (including care for the newborn) Outpatient pre- & post-natal: \$5 copay
Newborn Nursery Care	Normal Plan Benefits while mother is confined & receiving maternity benefits	See Maternity Inpatient	Normal Plan Benefits while mother is confined & receiving maternity benefits	See Maternity Inpatient
Pre-Admission Testing	Normal Plan Benefits	No charge	Normal Plan Benefits	No charge
Diagnostic X-ray & Lab	Normal Plan Benefits	No charge	Normal Plan Benefits	No charge
Physical Therapy/Speech Therapy	Normal Plan Benefits: limit of 60 sessions each calendar year.	\$1 copay per visit Short term therapy only	Normal Plan Benefits: limit of 60 sessions each calendar year.	\$5 copay per visit Short term therapy only
Diabetes Self-Management	100% no deductible to \$120 lifetime	Not covered	Up to \$200 lifetime	Minimum Mandate
Hospice Care				
Home Care	100% UCR to \$5,000 for visits up to 4 hours in duration	No charge	100% UCR to \$5,000 for visits up to 4 hours in duration	No charge
Hospice Inpatient Care	100% UCR up to 12 days during period of hospice care	No charge	100% UCR up to 12 days during period of hospice care	No charge
Respite Care	100% UCR up to 120 hours of care per 3 month period	Not covered	100% UCR up to 120 hours of care per 3 month period	Not covered

ADDENDUM F (Cont.)

MEDICAL BENEFITS	ODS HEALTH PLAN	KAISER	ODS HEALTH PLAN	KAISER
Outpatient Prescription Drugs	Normal Plan Benefits	Outpatient at Kaiser Pharmacy: Out-of-Pocket Max. - 50% per RX, up to \$25 maximum. Inpatient: No charge	Normal Plan Benefits, plus add'l Generic and Mail Order; with Gen Pays \$4/\$12; Mandatory Generic	Outpatient at Kaiser Pharmacy: Out-of-Pocket Max. - 50% per RX, up to \$25 maximum. Inpatient: No charge
Durable Medical Equipment/ Prosthetics/Supplies	Normal Plan Benefits	Not covered	Normal Plan Benefits	Not covered
PREVENTIVE CARE				
Routine Eye Exam	Not covered - see Vision Care Plan	\$1 copay	See Vision Care Plan	\$5 Copay
Routine Hearing Exam	Not covered	\$1 copay	Not covered	\$5 Copay
Routine Physical Exam (includes mammography and pap smears, per AMA Schedule)	No deductible; \$100 max. Under 60: 1 exam per 2 cal yrs Over 60: 1 exam every cal yr	\$1 copay	No deductible; \$160 max. Under 60: 1 exam per 2 cal yrs Over 60: 1 exam every cal yr	\$5 Copay
Well Baby Care	Normal Plan Benefits for: 1 in-hospital exam at birth; 6 office exams during 1st yr; 2 office exams during 2nd yr.	\$1 copay	No Deductible. Normal Plan Benefits for: 1 in-hospital exam at birth; 6 office exams during 1st yr; 2 office exams during 2nd yr.	\$5 Copay
Transplantation	Normal Plan Benefits	Prescribed heart, heart-lung, kidney, liver and bone marrow transplants	Normal Plan Benefits - Subject to Utilization Management - PPO	Prescribed heart, heart-lung, kidney, liver and bone marrow transplants
Biofeedback Therapy	Normal Plan Benefits limited to treat- ment for tension or migraine headaches	Not covered	Normal Plan Benefits limited to treatment for tension or migraine headaches	Not covered

APPENDUM E (Cont.)

MEDICAL BENEFITS	GOVERNMENT PLAN	KAISER	GOVERNMENT PLAN	KAISER																																																																								
Substance Abuse	Limited to following per 24 mos: <u>Alcoholism</u> <table><tr><th></th><th>Adult</th><th>Child*</th></tr><tr><td>Inpatient:</td><td>\$4,500</td><td>\$3,500</td></tr><tr><td>Residential:</td><td>\$3,500</td><td>\$4,500</td></tr><tr><td>Outpatient:</td><td>\$1,500</td><td>\$2,000</td></tr></table> <u>Chemical Dependency</u> <table><tr><th></th><th>Adult</th><th>Child*</th></tr><tr><td>Inpatient:</td><td>Normal Plan Benefits</td><td></td></tr><tr><td>Residential:</td><td>Normal Plan Benefits</td><td></td></tr><tr><td>Outpatient:</td><td>\$1,500</td><td>\$2,000</td></tr></table>		Adult	Child*	Inpatient:	\$4,500	\$3,500	Residential:	\$3,500	\$4,500	Outpatient:	\$1,500	\$2,000		Adult	Child*	Inpatient:	Normal Plan Benefits		Residential:	Normal Plan Benefits		Outpatient:	\$1,500	\$2,000	Limited to following per benefit period: <u>Alcohol & Drug Abuse</u> <table><tr><th></th><th>Adult</th><th>Child</th></tr><tr><td>Inpatient:</td><td>20% up to maximum of \$4,500</td><td>\$4,000</td></tr><tr><td>Residential:</td><td>20% up to maximum of \$3,500</td><td>\$3,000</td></tr><tr><td>Outpatient:</td><td>Up to 40 visits at office visit charge plus any copays such as lab or X-ray</td><td></td></tr></table>		Adult	Child	Inpatient:	20% up to maximum of \$4,500	\$4,000	Residential:	20% up to maximum of \$3,500	\$3,000	Outpatient:	Up to 40 visits at office visit charge plus any copays such as lab or X-ray		Mandatory - Specialty PPO Comply with state mandates <table><tr><th></th><th>Adult</th><th>Child</th></tr><tr><td>Outpatient Care:</td><td>\$1,500</td><td>\$2,000</td></tr><tr><td>Residential Care:</td><td>\$3,500</td><td>\$3,000</td></tr><tr><td>Inpatient Care:</td><td>\$4,500</td><td>\$4,000</td></tr><tr><td>Combined Inpatient and Residential floating benefit:</td><td>N/A</td><td>\$1,500</td></tr><tr><td>Maximum 24 Mth. Total:</td><td>\$6,500</td><td>\$10,500</td></tr></table>		Adult	Child	Outpatient Care:	\$1,500	\$2,000	Residential Care:	\$3,500	\$3,000	Inpatient Care:	\$4,500	\$4,000	Combined Inpatient and Residential floating benefit:	N/A	\$1,500	Maximum 24 Mth. Total:	\$6,500	\$10,500	Comply with state mandates Paid at 80% to following maximums: <table><tr><th></th><th>Adult</th><th>Child</th></tr><tr><td>Outpatient Care:</td><td>\$1,500</td><td>\$2,000</td></tr><tr><td>Residential Care:</td><td>\$3,500</td><td>\$3,000</td></tr><tr><td>Inpatient Care:</td><td>\$4,500</td><td>\$4,000</td></tr><tr><td>Combined Inpatient and Residential floating benefit:</td><td>N/A</td><td>\$1,500</td></tr><tr><td>Maximum 24 Mth. Total:</td><td>\$6,500</td><td>\$10,500</td></tr></table>		Adult	Child	Outpatient Care:	\$1,500	\$2,000	Residential Care:	\$3,500	\$3,000	Inpatient Care:	\$4,500	\$4,000	Combined Inpatient and Residential floating benefit:	N/A	\$1,500	Maximum 24 Mth. Total:	\$6,500	\$10,500
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Mental Disorders or as Compensated with Substance Abuse	Limited to following per 24 mos: <u>Mental/Nervous</u> <table><tr><th></th><th>Adult</th><th>Child*</th></tr><tr><td>Inpatient:</td><td>Normal Plan Benefits</td><td></td></tr><tr><td>Residential:</td><td>Normal Plan Benefits</td><td></td></tr><tr><td>Outpatient:</td><td>\$2,000</td><td>\$2,000</td></tr></table> <u>Combined with Substance Abuse</u> Payments shall count toward the maximum benefit for mental illness. * Under age 18		Adult	Child*	Inpatient:	Normal Plan Benefits		Residential:	Normal Plan Benefits		Outpatient:	\$2,000	\$2,000	Limited to following per benefit period: <u>Mental/Nervous</u> <table><tr><th></th><th>Adult</th><th>Child</th></tr><tr><td>Inpatient:</td><td>20% up to maximum of \$4,000</td><td>\$3,000</td></tr><tr><td>Residential:</td><td>20% up to total of \$1,000</td><td>\$2,500</td></tr><tr><td>Outpatient:</td><td>Up to 40 visits at \$15 for 1-hour individual session or \$7.50 for 2-hour group session</td><td></td></tr></table>		Adult	Child	Inpatient:	20% up to maximum of \$4,000	\$3,000	Residential:	20% up to total of \$1,000	\$2,500	Outpatient:	Up to 40 visits at \$15 for 1-hour individual session or \$7.50 for 2-hour group session		Mandatory - Specialty PPO Comply with state mandates <table><tr><th></th><th>Adult</th><th>Child</th></tr><tr><td>Outpatient Care:</td><td>\$2,000</td><td>\$2,000</td></tr><tr><td>Residential Care:</td><td>\$1,000</td><td>\$2,500</td></tr><tr><td>Inpatient Care:</td><td>\$4,000</td><td>\$3,000</td></tr><tr><td>Combined Inpatient and Residential floating benefit:</td><td>\$3,500</td><td>\$2,000</td></tr><tr><td>Maximum 24 Mth. Total:</td><td>\$10,500</td><td>\$12,500</td></tr></table>		Adult	Child	Outpatient Care:	\$2,000	\$2,000	Residential Care:	\$1,000	\$2,500	Inpatient Care:	\$4,000	\$3,000	Combined Inpatient and Residential floating benefit:	\$3,500	\$2,000	Maximum 24 Mth. Total:	\$10,500	\$12,500	Comply with state mandates <table><tr><th></th><th>Adult</th><th>Child</th></tr><tr><td>Outpatient Care:</td><td>\$2,000</td><td>\$2,000</td></tr><tr><td>Residential Care:</td><td>\$1,000</td><td>\$2,500</td></tr><tr><td>Inpatient Care:</td><td>\$4,000</td><td>\$3,000</td></tr><tr><td>Combined Inpatient and Residential floating benefit:</td><td>\$3,500</td><td>\$2,000</td></tr><tr><td>Maximum 24 Mth. Total:</td><td>\$10,500</td><td>\$12,500</td></tr></table>		Adult	Child	Outpatient Care:	\$2,000	\$2,000	Residential Care:	\$1,000	\$2,500	Inpatient Care:	\$4,000	\$3,000	Combined Inpatient and Residential floating benefit:	\$3,500	\$2,000	Maximum 24 Mth. Total:	\$10,500	\$12,500												
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Preferred Providers	N/A	Kaiser Facility	Establish PPO	Kaiser facility																																																																								
Employee Contributions	None	None	Yes, possible in future	Yes, possible in future																																																																								
Sickness Incentives	N/A	N/A	Tie contribution to health risk (Phase-in Schedule?)	Tie contribution to health risk																																																																								
Healthcare FSA	N/A	N/A	Yes	Yes																																																																								
Cash in lieu of benefits	N/A	N/A	38 % of two party premiums	33% of two party premiums																																																																								

MULTI-MEDIA COMMUNITY SERVICES
Summary of Benefits for Exempt Employees

ADDENDUM F (CONT.)

SUGGESTED
DESIGN CHANGES
Eliminate Deductible

DENTAL BENEFITS	ODS HEALTH PLAN	DENTACARE	KAISER	ODS - ONLY																								
Annual Deductible	None	None	None	\$25 Single/\$75 Family																								
Copayment	N/A	\$4 per visit (1st 3 calendar years only)	\$2 per visit	N/A																								
Annual Maximum Benefit	\$1,000/person	None	None	\$1,500/person																								
	<u>Part A Services</u> Cleaning & polishing, fillings, exams, extractions — 70/80/90/100% Services must be received at least once each year	<table><thead><tr><th>Services</th><th>Copayments</th></tr></thead><tbody><tr><td>Gold Crown (each)</td><td>\$55</td></tr><tr><td>Inlay (each)</td><td>\$55</td></tr><tr><td>Root Canal</td><td></td></tr><tr><td> Single</td><td>\$30</td></tr><tr><td> Two</td><td>\$60</td></tr><tr><td> Three</td><td>\$80</td></tr><tr><td>Impacted tooth extraction (per tooth)</td><td>\$50</td></tr><tr><td>Bridge (per tooth/-space affected)</td><td>\$55</td></tr><tr><td>Periodontics (per quadrant)</td><td>\$55</td></tr><tr><td>Dentures (each), full upper/lower</td><td>\$70</td></tr><tr><td>Partial Dentures</td><td>\$70</td></tr></tbody></table>	Services	Copayments	Gold Crown (each)	\$55	Inlay (each)	\$55	Root Canal		Single	\$30	Two	\$60	Three	\$80	Impacted tooth extraction (per tooth)	\$50	Bridge (per tooth/-space affected)	\$55	Periodontics (per quadrant)	\$55	Dentures (each), full upper/lower	\$70	Partial Dentures	\$70	Exams, x-rays, cleaning, fluoride, space maintainers, fillings, plastic/stainless crowns, minor surgery, anesthesia -- \$2/office visit <u>Restorative Services:</u> Gold/porcelain crowns, Inlays, bridge pontics — \$45 each <u>Prosthodontic Services:</u> Full, partial dentures, relines, rebases — Full (upper or lower)—\$65 each Partial (upper or lower)—\$95 each Relines, rebases—\$25 each <u>Periodontic Services:</u> Treatment of gum diseases — No charge <u>Endodontic Services:</u> Root canal treatment -- No charge Rx Drugs — \$1 per prescription <u>Emergency Care:</u> In service area-Use Kaiser facilities; above charges Outside service area- Reimbursed up to \$100 per incident for relief of pain, acute infection, hemorrhage or injury	100% Preventative — deductible waived <u>Part I Services — Preventative</u> 100% — Deductible waived Twice a year: Exam, cleaning, polishing, fluoride, x-rays and space maintainers <u>Part II Services — Restorative — 80%</u> Oral Surgery: Office extraction & anesthesia Restorative: Decay and fillings (plastic and stainless) Endodontic: Pulpal therapy and root canal filling Periodontic: Treatment of tissue supporting teeth <u>Part III Services — Major — 50%</u> Restorative: Crowns, jackets, gold or cast restorations, including inlays & onlays Limitations apply. Prosthodontic: Procedures for construction of fixed bridges, partials & complete dentures Limitations apply.
Services	Copayments																											
Gold Crown (each)	\$55																											
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Root Canal																												
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Dentures (each), full upper/lower	\$70																											
Partial Dentures	\$70																											

ADDENDUM F (Cont.)				
DENTAL BENEFITS	ODS HEALTH PLAN	DENTACARE	KAISER	ODS - ONLY
ORTHODONTIA	Dependents under age 19 only: 50% UCR - \$35 for diagnosis (includes models, photos) once per 5 yrs - \$1,000 Lifetime Maximum per person	Up to age 19 only: <u>Minor or Preventive Orthodontia -</u> \$25 copay per treatment area <u>Partial Orthodontia -</u> Prorated acc. to extent of service <u>Full Orthodontia -</u> \$800 copayment	Up to age 18 \$100 copay + 30% of charges over \$100 to maximum of \$200	Dependents under age 19 only: 50% UCR - \$35 for diagnosis (includes models, photos) once per 5 yrs - \$1,000 Lifetime Maximum per person
Choice of Providers	ODS Dentists	MUST USE WILLAMETTE DENTAL GROUP OFFICES	MUST USE KAISER FACILITY	ODS Dentists

MULTNOMAH COUNTY, OREGON
Summary of Benefits for Exempt Employees

ADDENDUM F (Cont.)

29-Aug-91

VISION BENEFITS	ODS HEALTH PLAN	SUGGESTED DESIGN CHANGES
Annual Deductible	None	None
<u>Eye Examination</u>	Up to \$25/exam One per 24 mos over age 17; one per 12 mos under 17.	Covered at 80% One per 24 mos over age 17; one per 12 mos under 17.
Glasses	One per 24 mos over age 17; one per 12 mos under 17.	One per 24 mos over age 17; one per 12 mos under 17.
Lenses	<p><u>Max Benefit each lens:</u></p> <p>Single \$10.00 Bifocal 16.25 Trifocal 22.50 Lenticular 50.00</p>	<p><u>Max Benefit each lens:</u></p> <p>Single \$40.00 Bifocal 80.00 Trifocal 80.00 Lenticular 125.00</p>
Frames	Up to \$18.75 One per 24 mos over age 17; one per 12 mos under 17.	Up to \$45.00 One per 24 mos over age 17; one per 12 mos under 17.
<u>Contact Lenses</u>		
Medically Necessary	If required for cataract surgery or to correct vision 20/70 or better, \$125 per lens. Lifetime maximum: \$500/person	If required for cataract surgery or to correct vision 20/70 or better, \$125 per lens.
Elective	In lieu of frames/lenses. Covered at single vision lens rate (\$10.00 each lens/\$20.00 pair).	In lieu of frames/lenses. Covered at single vision lens rate (\$40.00 each lens/\$80.00 pair) plus \$45 frame allowance.
PPO	None	Add PPO Non-PPO providers received 70% of what the plan would have paid for a PPO provider

ADDENDUM G
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 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 purpose of enrolling a new domestic partner Statement of Marriage/Domestic Partnership for the 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.*

(continued next page)

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 H

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 _____

ADDENDUM I
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:

- b The bargaining agent has agreed to its terms; or
- b 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 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:
 - b The use of deadly force on the part of an employee (Office of the Sheriff), or
 - b 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.

ADDENDUM L (CONTINUED)
APPENDIX A: RESOURCES FOR ASSISTANCE
WITH DRUG/ALCOHOL CONCERNS
(February 1992)

- b 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:

<u>East Portland</u>	<u>Tigard</u>
7931 NE Halsey #202 233-3841	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.

- b 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:

- b Health Promotion - 248-3477: information on drug health effects and Peer Support Program.
- b Benefits - 248-3477: help in clarifying coverage for substance abuse treatment (you can remain anonymous if you'd like).
- b 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).

- b 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.

ADDENDUM L (CONTINUED)
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 there 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)**
_____ Labor Representative (Date) (if applicable)	_____ (Employee's Immediate 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.

ADDENDUM L (CONTINUED)
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.

ADDENDUM L (CONTINUED)
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: DECEMBER 7, 1994

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to 1992-95 Collective Bargaining Agreement - Deputy Sheriffs Assn.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Wednesday, December 7, 1994

Amount of Time Needed: 2:00 p.m.

DEPARTMENT: Non-Departmental **DIVISION:** Labor Relations

CONTACT: Darrell Murray **TELEPHONE #:** ext. 2595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This would amend the County - Multnomah County Deputy Sheriffs Association collective bargaining agreement in a number of substantive ways, including duration, compensation and pensions. Excepting cost of living increases, changes should be approximately revenue neutral.

12/7/94 originals to Judith / Labor Relations

BOARD OF
COUNTY COMMISSIONERS
1994 DEC - 1 PM 6:11
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

CONTRACT AMENDMENT

I. Parties

The Parties to this contract amendment are Multnomah County, Oregon (hereinafter "County"), the Sheriff of Multnomah County, Oregon (hereinafter "Sheriff"), hereinafter jointly referred to as the "Employer", and the Multnomah County Deputy Sheriffs Association (hereinafter "Association").

II. Recitals

WHEREAS, the parties to this contract amendment are signatories to a 1992-95 collective bargaining agreement scheduled to expire June 30, 1995 (hereinafter "1992-95 agreement"); and

WHEREAS, negotiations for a successor to said agreement are due to begin in February, 1995; and,

WHEREAS, it appears the economic environment is stable and will remain stable for the foreseeable future; and,

WHEREAS, the time and expense of negotiating a successor agreement would be substantial to both sides; and,

WHEREAS, the parties desire to respond to the effects of Oregon 1994 Initiative Measure 8 in light of the parties' history of good faith labor relations and the equitable concerns that Measure 8 involves; and,

WHEREAS, the parties mutually desire to modify and extend the terms of the 1992-95 collective bargaining agreement to forego the time, expense, and potential disruption associated with scheduled contract negotiations; and,

WHEREAS, the parties have briefly discussed and tentatively agreed upon amendments necessary to meet their respective needs in the next labor agreements; and

WHEREAS, language to be deleted from the 1992-95 collective bargaining agreement is overstruck below and new language is shown in boldface;

NOW, therefore, the parties agree as follows:

Section 1. The following shall be added to the 1992-95 agreement as a new Article 16, COMPENSATION, section A, subsection 5:

"Wages Effective July 1, 1995: Effective July 1, 1995 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1994 to March 1995/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%)."

Section 2. The following shall be added to the 1992-95 agreement as a new Article 16, COMPENSATION, section A, subsection 6:

"Wages Effective July 1, 1996: Effective July 1, 1996 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1995 to March 1996/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%)."

Section 3. The following shall be added to the 1992-95 agreement as a new Article 16, COMPENSATION, section A, subsection 7:

"Wages Effective July 1, 1997: Effective July 1, 1997 the straight-time base hourly wage rates of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers

(U.S. all-Cities CPI-W, March 1996 to March 1997/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of five percent (5.0%), plus four tenths of one percent (0.4%) of June 30, 1997 rates. [Example: If the March, 1996 to March, 1997 US CPI-W increase is 5%, the July 1, 1997 increase will be 5.4%]."

Section 4. The following shall be added to the 1992-95 agreement as a new Article 16, COMPENSATION, section A, subsection 8:

"Notwithstanding any term of this agreement to the contrary, effective November 26, 1994 employees who are not members of PERS shall be paid a base wage rate 94.7% of that which they would otherwise be paid under this agreement until they become PERS members. Effective July 1, 1997 employees who are not members of PERS shall be paid a base wage rate of 94.3% of that which they would otherwise be paid under this agreement until they become PERS members."

Section 5. The following shall be added to the 1992-95 agreement as a new Article 16, COMPENSATION, section A, subsection 9:

"Reopener. If the County's estimated general fund resources in the executive budget for fiscal year 1995-96, 1996-97, or 1997-98 falls fifteen percent (15%) or more below the estimated general fund resources in the executive budget of the immediately preceding fiscal year, any general wage increase provided by this agreement for the fiscal year for which such reduced revenue is projected shall not be implemented and negotiations over the terms of a substitute general provision for the affected fiscal year will commence on or before April 15 of the fiscal year preceding that in which the wage increase was to take effect."

Section 6. Article 16, COMPENSATION, section L, subsection 2 of the 1992-95 agreement is amended to read:

"PERS "Pick-Up" and "Pick-up" Under IRC Section 414(h)(2).

The County shall "pick-up" the employee contribution to PERS, six percent (6%), as permitted by ORS 237.051 through November 25, 1994. Effective November 26, 1994

(a) the straight-time base hourly wage rates and ranges of employees shall be increased by five and six-tenths percent (5.6%) and the County shall cease to "pick up" the employee PERS contribution heretofore picked up under the provisions of ORS 237.075; and

(b) to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies. For other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the 6% contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS."

Section 7. Article 16, COMPENSATION, section L, subsection 3 of the 1992-95 agreement is amended to read:

"In accordance with the terms of ORS 237.153, accumulated unused sick leave will be applied to final average salary; provided that effective January 1, 1995, prior portions of this section L, subsection 3 shall not apply to members of this bargaining unit, unless and until a court of competent jurisdiction thereafter declares directly or by negating or limiting the effects of Oregon 1994 Initiative Measure 8, that the benefit provided in this section can be lawfully provided to bargaining unit members, in whole or in part, and all appeals have been exhausted. In the event of such declaration this section shall be reinstated to the extent clearly permitted by such declaration, retroactive to and including January 1, 1995."

Section 8. The following shall be added to Article 23, ENTIRE AGREEMENT, of the 1992-95 agreement:

"In consideration of the wage increase granted employees under Article 16, section L, subsection 2, the Association, on behalf of itself and its members, agrees that any duty of the County or Sheriff to bargain with the Association which might have arisen under the Public Employee Collective Bargaining Act, Article 22 (SAVINGS AND FUNDING) of this agreement, or from any other source by virtue of passage or implementation of 1994 Oregon Initiative Measure 8 or any decision concerning or impact regarding that Measure has been satisfied and fully discharged. This includes but is not limited to bargaining over the applicability of accumulated sick leave to pensions and payment for accumulated sick leave, pensions, wages, tax shelters, and any other subject or proposal related to Measure 8. In further consideration of the wage increase provided employees under Article 16, section 13, subsection B, the Association further voluntarily waives and hereby releases the County and Sheriff from any and all liability and claims that were or might have been made in any forum, whether known or unknown to the Association at the time of this release, concerning the effects or implementation of 1994 Oregon Initiative Measure 8."

Section 9. Article 24, TERMINATION, of the 1992-95 agreement is amended to read:

"This agreement shall be effective as of the 1st day of July, 1992, and shall remain in full force and effect through the 30th day of June, 1995~~8~~. Negotiations for a successor agreement shall commence no later than February 15 of the fiscal year in which the contract expires. The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any."

Section 10. This written instrument constitutes the entire contract amendment. There are no terms or promises except as set forth herein in writing.

Done this _____ day of December, 1994.

FOR THE ASSOCIATION:

FOR THE BOARD OF COUNTY
COMMISSIONERS:

President

Chair

Commissioner

Commissioner

Commissioner

Commissioner

FOR THE MULTNOMAH COUNTY
SHERIFF'S OFFICE:

John Bunnell, Sheriff

REVIEWED: Laurence Kressel
MULTNOMAH COUNTY COUNSEL

NEGOTIATED/LABOR RELATIONS:

By _____

Darrell Murray

CONTRACT AMENDMENT

I. Parties

The Parties to this contract amendment are Multnomah County, Oregon (hereinafter "County"), the Sheriff of Multnomah County, Oregon (hereinafter "Sheriff"), hereinafter jointly referred to as the "Employer", and the Multnomah County Deputy Sheriffs Association (hereinafter "Association").

II. Recitals

WHEREAS, the parties to this contract amendment are signatories to a 1992-95 collective bargaining agreement scheduled to expire June 30, 1995 (hereinafter "1992-95 agreement"); and

WHEREAS, negotiations for a successor to said agreement are due to begin in February, 1995; and,

WHEREAS, it appears the economic environment is stable and will remain stable for the foreseeable future; and,

WHEREAS, the time and expense of negotiating a successor agreement would be substantial to both sides; and,

WHEREAS, the parties desire to respond to the effects of Oregon 1994 Initiative Measure 8 in light of the parties' history of good faith labor relations and the equitable concerns that Measure 8 involves; and,

WHEREAS, the parties mutually desire to modify and extend the terms of the 1992-95 collective bargaining agreement to forego the time, expense, and potential disruption associated with scheduled contract negotiations; and,

WHEREAS, the parties have briefly discussed and tentatively agreed upon amendments necessary to meet their respective needs in the next labor agreements; and

WHEREAS, language to be deleted from the 1992-95 collective bargaining agreement is overstruck below and new language is shown in boldface;

NOW, therefore, the parties agree as follows:

Section 1. The following shall be added to the 1992-95 agreement as a new Article 16, COMPENSATION, section A, subsection 5:

"Wages Effective July 1, 1995: Effective July 1, 1995 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1994 to March 1995/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%)."

Section 2. The following shall be added to the 1992-95 agreement as a new Article 16, COMPENSATION, section A, subsection 6:

"Wages Effective July 1, 1996: Effective July 1, 1996 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1995 to March 1996/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%)."

Section 3. The following shall be added to the 1992-95 agreement as a new Article 16, COMPENSATION, section A, subsection 7:

"Wages Effective July 1, 1997: Effective July 1, 1997 the straight-time base hourly wage rates of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers

(U.S. all-Cities CPI-W, March 1996 to March 1997/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of five percent (5.0%), plus four tenths of one percent (0.4%) of June 30, 1997 rates. [Example: If the March, 1996 to March, 1997 US CPI-W increase is 5%, the July 1, 1997 increase will be 5.4%]."

Section 4. The following shall be added to the 1992-95 agreement as a new Article 16, COMPENSATION, section A, subsection 8:

"Notwithstanding any term of this agreement to the contrary, effective November 26, 1994 employees who are not members of PERS shall be paid a base wage rate 94.7% of that which they would otherwise be paid under this agreement until they become PERS members. Effective July 1, 1997 employees who are not members of PERS shall be paid a base wage rate of 94.3% of that which they would otherwise be paid under this agreement until they become PERS members."

Section 5. The following shall be added to the 1992-95 agreement as a new Article 16, COMPENSATION, section A, subsection 9:

"Reopener. If the County's estimated general fund resources in the executive budget for fiscal year 1995-96, 1996-97, or 1997-98 falls fifteen percent (15%) or more below the estimated general fund resources in the executive budget of the immediately preceding fiscal year, any general wage increase provided by this agreement for the fiscal year for which such reduced revenue is projected shall not be implemented and negotiations over the terms of a substitute general provision for the affected fiscal year will commence on or before April 15 of the fiscal year preceding that in which the wage increase was to take effect."

Section 6. Article 16, COMPENSATION, section L, subsection 2 of the 1992-95 agreement is amended to read:

"PERS "Pick-Up" and "Pick-up" Under IRC Section 414(h)(2).

The County shall "pick-up" the employee contribution to PERS, six percent (6%), as permitted by ORS 237.051 through November 25, 1994. Effective November 26, 1994

(a) the straight-time base hourly wage rates and ranges of employees shall be increased by five and six-tenths percent (5.6%) and the County shall cease to "pick up" the employee PERS contribution heretofore picked up under the provisions of ORS 237.075; and

(b) to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies. For other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the 6% contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS."

Section 7. Article 16, COMPENSATION, section L, subsection 3 of the 1992-95 agreement is amended to read:

"In accordance with the terms of ORS 237.153, accumulated unused sick leave will be applied to final average salary; provided that effective January 1, 1995, prior portions of this section L, subsection 3 shall not apply to members of this bargaining unit, unless and until a court of competent jurisdiction thereafter declares directly or by negating or limiting the effects of Oregon 1994 Initiative Measure 8, that the benefit provided in this section can be lawfully provided to bargaining unit members, in whole or in part, and all appeals have been exhausted. In the event of such declaration this section shall be reinstated to the extent clearly permitted by such declaration, retroactive to and including January 1, 1995."

Section 8. The following shall be added to Article 23, ENTIRE AGREEMENT, of the 1992-95 agreement:

"In consideration of the wage increase granted employees under Article 16, section L, subsection 2, the Association, on behalf of itself and its members, agrees that any duty of the County or Sheriff to bargain with the Association which might have arisen under the Public Employee Collective Bargaining Act, Article 22 (SAVINGS AND FUNDING) of this agreement, or from any other source by virtue of passage or implementation of 1994 Oregon Initiative Measure 8 or any decision concerning or impact regarding that Measure has been satisfied and fully discharged. This includes but is not limited to bargaining over the applicability of accumulated sick leave to pensions and payment for accumulated sick leave, pensions, wages, tax shelters, and any other subject or proposal related to Measure 8. In further consideration of the wage increase provided employees under Article 16, section 13, subsection B, the Association further voluntarily waives and hereby releases the County and Sheriff from any and all liability and claims that were or might have been made in any forum, whether known or unknown to the Association at the time of this release, concerning the effects or implementation of 1994 Oregon Initiative Measure 8."

Section 9. Article 24, TERMINATION, of the 1992-95 agreement is amended to read:

"This agreement shall be effective as of the 1st day of July, 1992, and shall remain in full force and effect through the 30th day of June, 1995. Negotiations for a successor agreement shall commence no later than February 15 of the fiscal year in which the contract expires. The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any."

Section 10. This written instrument constitutes the entire contract amendment. There are no terms or promises except as set forth herein in writing.

Done this 7th day of December, 1994.

FOR THE ASSOCIATION:

K.A. Hatch

President

James A. McNelly

FOR THE BOARD OF COUNTY COMMISSIONERS:

Marilyn Stein

Chair

Gay H.

Commissioner

James

Commissioner

Sharon Kelley

Commissioner

Don Saltzman

Commissioner

FOR THE MULTNOMAH COUNTY SHERIFF'S OFFICE:

By: Thomas B. Bunnell Jr.

John Bunnell, Sheriff

REVIEWED: Laurence Kressel
MULTNOMAH COUNTY COUNSEL

By Laurence Kressel

NEGOTIATED/LABOR RELATIONS:

Darrell Murray

Darrell Murray

MEETING DATE: DECEMBER 7, 1994

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: An Amendment to 1992-95 Collective Bargaining Agreement - Multnomah County Corrections Officers Association

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Wednesday, December 7, 1994

Amount of Time Needed: 2:00 p.m.

DEPARTMENT: Non-Departmental **DIVISION:** Labor Relations

CONTACT: Darrell Murray **TELEPHONE #:** ext. 2595

BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This would amend the current Multnomah County Corrections Officers Association collective bargaining agreement in a variety of substantive ways, including its duration, compensation and pensions. Except cost of living increases, changes should be approximately revenue neutral.

12/7/94 ORIGINALS to JUDITH / LABOR RELATIONS

1994 DEC - 1 PM 6:11
MULTNOMAH COUNTY
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

CONTRACT AMENDMENT

I. Parties

The parties to this contract amendment are Multnomah County, Oregon (hereinafter "County"), the Sheriff of Multnomah County, Oregon (hereinafter "Sheriff"), jointly referred to herein as the "employer," and the Multnomah County Corrections Association (hereinafter "Association").

II. Recitals

WHEREAS, the parties to this contract amendment are signatories to a 1992-95 collective bargaining agreement scheduled to expire June 30, 1995 (hereinafter "1992-95 agreement"); and

WHEREAS, negotiations for a successor to said agreement are due to begin in February, 1995; and,

WHEREAS, it appears the economic environment is stable and will remain stable for the foreseeable future; and,

WHEREAS, the time and expense of negotiating a successor agreement would be substantial to both sides; and,

WHEREAS, the parties desire to respond to the effects of Oregon 1994 Initiative Measure 8 in light of the parties' history of good faith labor relations and the equitable concerns that Measure 8 involves; and,

WHEREAS, the parties mutually desire to modify and extend the terms of the 1992-95 collective bargaining agreement to forego the time, expense, and potential disruption associated with scheduled contract negotiations; and,

WHEREAS, the parties have briefly discussed and tentatively agreed upon amendments necessary to meet their respective needs in the next labor agreements; and

WHEREAS, language to be deleted from the 1992-95 collective bargaining agreement is overstruck below and new language is shown in boldface;

NOW, therefore, the parties agree as follows:

Section 1. Article 10, SICK LEAVE, section 7 of the 1992-95 agreement is amended to read:

"In accordance with the terms of ORS 237.153, accumulated unused sick leave will be applied to final average salary. **Effective January 1, 1995, the prior portion of this section shall not apply to members of this bargaining unit, unless and until a court of competent jurisdiction thereafter declares directly or by negating or limiting the effects of Oregon 1994 Initiative Measure 8, that the benefit provided in this section can be lawfully provided to bargaining unit members, in whole or in part, and all appeals have been exhausted. In the event of such declaration this section shall be reinstated to the extent clearly permitted by such declaration, retroactive to and including January 1, 1995.**"

Section 2. Article 12, Health and Welfare, section 1 is amended to read:

"The County agrees to contribute monthly on behalf of each eligible employee the entire monthly premium for 'C' coverage benefits under the Kaiser Foundation Health Plan of Oregon, or to provide at no cost to the employee a plan of benefits including vision care as set forth in the ODS ASO agreement currently in effect and incorporated herein by reference; **PROVIDED, that effective July 1, 1995 the foregoing plans shall be replaced by the Kaiser and ODS health plan in effect on July 1, 1995 for members of the Deputy Sheriffs bargaining unit.**

Section 3. Article 12, Health and Welfare, section 4, subsection c of the 1992-95 agreement is amended to read:

"The County will make domestic partner coverage available to bargaining unit members either (1) with the increased premium expense borne by the employee electing to procure such coverage, or (2) at the County's expense, if it so elects; **PROVIDED, that premiums for such coverage shall be paid by the County on and after July 1, 1995.**"

Section 4. The following new section 16 shall be added to Article 12, HEALTH AND WELFARE:

"16. Health and Security of Persons and Facilities;
Administrative Search Authorized.

a. To aid the interdiction of illegal drugs, detect and suppress substance abuse, promote the health and safety of corrections employees, MCSO corrections clientele, and the public, further penal and rehabilitative policy objectives, and ensure confidence of the public and other justice service agencies in the integrity of the Corrections Branch, the Sheriff may promulgate and enforce reasonable work rules related to the possession and use of drugs and alcohol, and design and implement a combined or singular urinalysis-based drug and alcohol testing program in which Corrections Deputies and Corrections Sergeants may be required to participate, subject to the limitations described in this section.

b. The program described in this section may provide for testing premised on a reasonable suspicion that the employee is under the influence of regulated drugs or alcohol in violation of employer rules at the time the urine sample is taken. (A "reasonable suspicion" means a belief based on one or more specific articulable facts from which one could reasonably infer that the employee may be under the influence of alcohol or drugs.) Further, to the extent permitted by law, the program described in this section may provide for urinalysis based testing without suspicion or warrant. However, such

suspicionless or warrantless tests may only be performed to monitor compliance of the employee with MCSO abstinence requirements for a period of eighteen (18) months after the employee has been identified as having used or possessed regulated substances in a manner proscribed by MCSO rules.

c. The giving of urine samples as part of the testing program implemented under this section shall be performed by the employee in private in a suitable location designated by the employer.

d. The parties agree that the results of a urinalysis-based test undertaken pursuant to this section without reasons or procedures which would meet constitutional requirements for a search or seizure for purposes of criminal investigation or prosecution may not be used in criminal investigations or prosecutions. However, if the results would evidence possible criminal conduct and simultaneous violation of employer rules, such evidence may be used to establish violation of employer rules even though it cannot be used to investigate or establish criminal conduct with the objective of criminal prosecution for criminal conduct.

e. Prior to implementing a testing program pursuant to this section, the Sheriff or his designee shall give the MCCOA specific notice of the contents of such program and of any substantial changes in the program made pursuant to MCCOA comments thereon and before initial implementation. Thereafter, the Sheriff shall give the MCCOA notice of any substantial revisions of the plan. The MCCOA shall have thirty (30) days to submit comments to the Sheriff or his designee on the program first proposed, and thereafter ten (10) days to submit comments on any amendments to the program first proposed or program revisions following implementation. The MCCOA may initially raise any challenge to the reasonableness of proposed rules or the constitutionality of any proposed rule or program procedure only at this time. The Sheriff may implement the program or program

revision without bargaining after conclusion of the applicable comment period.

f. The employer shall give each present employee and each new hire a copy of the program procedures, related work rules, and of any subsequent revisions and notice that the procedures, rules or revisions may be applied to any Corrections Deputy or Corrections Sergeant.

g. Employees who voluntarily seek and obtain professional help for substance abuse problems, and who thereafter refrain from the violation of employer rules governing the possession or use of drugs shall not be subject to disciplinary action for the previously undisclosed prohibited possession or use of the regulated substance. However, this does not immunize the employee for discipline related to breaches of required conduct that were incidental to such use, or for conduct for which the employer or any criminal justice agency had independent knowledge prior to the employee's disclosure.

h. Disputes concerning the constitutionality of any rule or procedure designed or implemented pursuant to this section shall not be subject to grievance or binding arbitration. It is the parties' intent that such disputes will be resolved through the court system.

i. Work time used for purposes of assessment, evaluation counseling, and treatment of drug or alcohol dependency shall be charged against accrued and available sick leave until exhausted, then against accrued and available vacation leave until exhausted, then against unused personal holidays until exhausted, and then against leave without pay if authorized by the employer.

j. Only a laboratory certified by the State of Oregon may be used to perform test analysis under the program. However, on or after July 1, 1994 the laboratory which performs such analysis shall also

be NIDA certified.

k. A urine sample taken pursuant to the program implemented under this section shall be split in approximately equal parts at the time it is given. This sample shall be stored in a secure refrigerated location for a period ending not sooner than five (5) days after the employee is notified of any urinalysis of the first sample indicating a presence of a regulated substance at a level exceeding the standard set forth in this program (i.e. "tests positive" test result). During this period the employee may request that the second part of the sample be retested and such retest shall be conducted. The retest shall utilize the GCMS methodology, and the refrigerated sample shall be retained for a sufficient period to complete the retest.

l. Notice of a positive test shall be delivered to the employee within seventy-two (72) hours after its receipt by the employer or if notice within that period is not feasible then as soon thereafter as is reasonably practicable."

Section 5. Article 15, HOURS OF WORK, section 4, subsection B, subsection 5 of the 1992-95 agreement is amended to read:

"(5) ~~Bi-weekly~~ **Semi-monthly**. No employee shall be paid less than eighty (80) hours in a bi-weekly ~~or semi-monthly~~ pay period as the result of the application of the provisions of this section; provided further, however, that hours worked in excess of eighty (80) hours in a pay period as the result of the application of this Article shall not be eligible for overtime except as provided in Subsection (2) Break days."

Section 6. Article 16, WAGES AND CLASSIFICATIONS, section 1, first paragraph is amended to read:

"Employees shall be compensated in accordance with the

Wage Schedule attached to this Agreement and marked Addendum "A". The attached Wage Schedule shall be considered a part of this Agreement. However, notwithstanding the foregoing, effective November 26, 1994 employees who are not members of PERS shall be paid a base wage rate 94.7% of that which they would otherwise be paid under this agreement until they become PERS members. Effective July 1, 1997, employees who are not members of PERS shall be paid a base wage rate 94.3% of that which they would otherwise be paid under this agreement until they become PERS members."

Section 7. Article 16, WAGES AND CLASSIFICATIONS, section 2 of the 1992-95 agreement is amended to read as follows:

"Except as provided herein, \mp the salaries and wages of employees shall be paid bi-weekly on Friday of the week following the pay period. In the event the pay day is a holiday, the preceding day shall be the payday. However, the employer may replace the biweekly payroll cycle with a semi-monthly payroll cycle at any time. The parties agree that initial transition from a biweekly cycle to the semi-monthly payroll cycle under this agreement may be implemented by the County in any reasonable manner so long as biweekly leave benefit accrual rates and other benefits provided by this agreement are translated to equivalent semi-monthly accrual rates and benefits. Pay dates under the semi-monthly system, when fully implemented, shall be the same as those for Exempt County employees."

Section 8. Article 16, WAGES AND CLASSIFICATIONS, section 13, subsection B of the 1992-95 agreement is amended to read:

"PERS "Pick-Up" and "Pick-up" Under IRC Section 414(h)(2).
The County shall "pick-up" the employee contribution to PERS, six percent (6%), as permitted by ORS 237.051 through November 25, 1994. Effective November 26, 1994

(1) the straight-time base hourly wage rates and ranges of employees shall be increased by five and six-tenths

percent (5.6%) and the County shall cease to "pick up" the employee PERS contribution heretofore picked up under the provisions of ORS 237.075.

(2) Effective November 26, 1994, to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies. For other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the 6% contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

Section 9. The following new section is added to Article 16, WAGES AND CLASSIFICATIONS, of the 1992-95 agreement:

"14. Reopener. If the County's estimated general fund resources in the executive budget for fiscal year 1995-96, 1996-97, or 1997-98 falls fifteen percent (15%) or more below the estimated general fund resources in the executive budget of the immediately preceding fiscal year, any general wage increase provided by this agreement for the fiscal year for which such reduced revenue is projected shall not be implemented and negotiations over the terms of a substitute general wage provision for the affected fiscal year will commence on or before April 15 of the fiscal year preceding that in which the wage increase was to take effect."

Section 10. The following shall be added to Article 23, ENTIRE AGREEMENT, of the 1992-95 agreement:

"In consideration of the wage increase granted employees under Article 16, section 13, subsec-

tion B, the MCCOA, on behalf of itself and its members, agrees that any duty of the County or Sheriff to bargain with the MCCOA which might have arisen under the Public Employee Collective Bargaining Act, Article 22 (SAVINGS AND FUNDING) of this agreement, or from any other source by virtue of passage or implementation of 1994 Oregon Initiative Measure 8 or any decision concerning or impact regarding that Measure has been satisfied and fully discharged. This includes but is not limited to bargaining over the applicability of accumulated sick leave to pensions and payment for accumulated sick leave, pensions, wages, tax shelters, and any other subject or proposal related to Measure 8. In further consideration of the wage increase provided employees under Article 16, section 13, subsection B, the MCCOA further voluntarily waives and hereby releases the County and Sheriff from any and all liability and claims that were or might have been made in any forum, whether known or unknown to the MCCOA at the time of this release, concerning the effects or implementation of 1994 Oregon Initiative Measure 8."

Section 11. Upon execution of this The following shall be added to ADDENDUM A of the 1992-95 agreement:

"Wages Effective July 1, 1995: Effective July 1, 1995 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all-Cities CPI-W, March 1994 to March 1995/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%), plus twenty-four one hundredths of a percent (0.24%) of June 30, 1995 rates. [Example: if the March 1994 to March 1995 US CPI-W increase is 2.5%, the July 1, 1995 increase will be 2.74% (i.e., 2.5% + 0.24%).]

Wages Effective July 1, 1996: Effective July 1, 1996 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1995 to March 1996/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%).

Wages Effective July 1, 1997: Effective July 1, 1997 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1996 to March 1997/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of five percent (5.0%), plus four-tenths percent (0.40%) of June 30, 1997 straight time base wage rates."

Section 12. Article 24, TERMINATION, of the 1992-95 agreement is hereby amended to read:

"This agreement shall be effective as of the execution date of this agreement and shall remain in full force and effect through the 30th day of June, 1995~~8~~. Negotiations for a successor agreement shall commence no later than February 15, 1995~~8~~. The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

Section 13. This written instrument contains the entire contract amendment of the parties. There are no terms, conditions or promises except as specifically set forth herein in writing.

Done this 7th day of December, 1994.

FOR THE ASSOCIATION:

[Signature]
President

[Signature]
Vice President

[Signature]
Secretary/Treasurer

[Signature]
TRUSTEE

[Signature]
TRUSTEE

FOR THE MULTNOMAH COUNTY BOARD
OF COUNTY COMMISSIONERS:

[Signature]
Chair

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

FOR THE MULTNOMAH COUNTY
SHERIFF'S OFFICE:

BY: [Signature]
John Bunnell, Sheriff

REVIEWED: Laurence Kressel
Multnomah County Counsel

BY [Signature]

Negotiated/Labor Relations:

[Signature]
Darrell Murray, Deputy Labor
Relations Manager

MEETING DATE: DECEMBER 7, 1994

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: An Amendment to the 1993-96 Collective Bargaining Agreement - Multnomah County Prosecuting Attorneys Association

BOARD BRIEFING **Date Requested:** _____

Amount of Time Needed: _____

REGULAR MEETING: **Date Requested:** Wednesday, December 7, 1994

Amount of Time Needed: 2:00 p.m.

DEPARTMENT: Non-Departmental **DIVISION:** Labor Relations

CONTACT: Kenneth Upton **TELEPHONE #:** ext. 5053
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Kenneth Upton

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This would amend the Prosecuting Attorneys Association contract in a number of substantive ways, including compensation, pension, and duration. Fiscal impact should be approximately revenue neutral, excepting cost of living increases.

Postponed indefinitely

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Kenneth Upton*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

BOARD OF
COUNTY COMMISSIONERS
1994 DEC - 1 PM 6:11
MULTNOMAH COUNTY
OREGON

CONTRACT AMENDMENT

I. Parties

The parties to this contract amendment are Multnomah County, Oregon (hereinafter "County") and the Multnomah County District Attorney's Office, jointly referred to herein as the "employer," and the Multnomah County Prosecuting Attorneys Association, referred to herein as the "Association."

II. Recitals

WHEREAS, the parties to this contract amendment are signatories to a 1993-96 collective bargaining agreement scheduled to expire June 30, 1996; and

WHEREAS, negotiations for a successor to said agreement are due to begin on or about February, 1996; and,

WHEREAS, it appears the economic environment is stable and will remain stable for the foreseeable future; and,

WHEREAS, the time and expense of negotiating a successor agreement would be substantial to both sides; and,

WHEREAS, the parties desire to respond to the effects of Oregon 1994 Initiative Measure 8 in light of the parties' history of good faith labor relations and the equitable concerns that Measure 8 involves; and,

WHEREAS, the parties mutually desire to modify and extend the terms of the 1993-96 collective bargaining agreement to forego the time, expense, and potential disruption associated with scheduled contract negotiations; and,

WHEREAS, the parties have briefly discussed and tentatively agreed upon amendments necessary to meet their respective needs in the next labor agreement; and

WHEREAS, language to be deleted from the 1993-96 collective bargaining agreement is overstruck below and new language is shown in boldface;

NOW, therefore, the parties agree as follows:

Section 1. Article 7, section A.2. of the 1993-96 collective bargaining agreement shall be modified to read as follows:

"c. Effective November 26, 1994:

(1) The straight-time base wage rates and ranges in effect as of November 25, 1994 shall be increased by five and six-tenths percent (5.6%), and the County shall cease to "pick up" the employee PERS contribution heretofore picked up under the provisions of ORS 237.075.

(2) To the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be

"picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies. For other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the 6% contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

(3) Any employee who is not a PERS member shall be paid a rate of 94.7% of the base wage rate he or she would otherwise enjoy under the terms of this Agreement until such time as he or she becomes a PERS member. Effective July 1, 1997, the percentage paid under the terms of this subsection shall be 94.3%.

d.e. July 1, 1995. Effective July 1, 1995, the rates and ranges of employees who are members of this bargaining unit shall be increased in accordance with the following formula:

(% increase in)	(% increase)
(wage rates)	(in Consumer)
()	is equal to (Price Index)

Minimum increase: 2.5%

Maximum increase: 4.5%

PROVIDED, that in the event said index increases by more than seven percent (7%), wages shall be increased an additional amount equal to one-half (1/2) the percentage increase in excess of seven percent (7%). In no event, however, shall the wage increase under the terms of this subsection exceed seven and one-half percent (7.5%). For example:

If the March 1994 to	The July 1, 1995
<u>March 1995 CPI increase is:</u>	<u>wage increase is:</u>

2.0%	. . . . .	2.5%
3.0%	. . . . .	3.0%
6.0%	. . . . .	4.5%
6.5%	. . . . .	4.5%
7.0%	. . . . .	4.5%
7.5%	. . . . .	4.75%
9.0%	. . . . .	5.5%
10.0%	. . . . .	6.0%

The consumer price index utilized in this subsection shall be the National Urban Wage Earners and Clerical Index, March 1994 to March 1995.

e. July 1, 1996. Effective July 1, 1996 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula:

(% increase in) (% increase)
(wage rates) (in Consumer)
() is equal to (Price Index)

Minimum increase: 2.0%

Maximum increase: 4.0%

The consumer price index utilized in this subsection shall be the National Urban Wage Earners and Clerical Index, March 1995 to March 1996.

f. July 1, 1997. Effective July 1, 1997 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula, to which four-tenths of a percent (.4%) of June 30, 1997 rates and ranges shall be added, following calculation of the formula and application to the minimum and maximum:

(% increase in) (% increase)
(wage rates) (in Consumer)
() is equal to (Price Index)

Minimum increase: 2.0%

Maximum increase: 5.0%

The consumer price index utilized in this subsection shall be the National Urban Wage Earners and Clerical Index, March 1996 to March 1997.

g.d. Reopeners.

(1) July 1, 1994. If the County's estimated general fund resources in the executive budget for FY 1994-95 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget due to passage of property tax limitation measures, the terms of Subsection A.2.b. above shall not be implemented and negotiations will commence on or before April 15, 1994 for substitute terms for Article 7, Subsection A.2.b.

(2) July 1, 1995. If the County's estimated general fund resources in the executive budget for FY 1995-96 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget due to passage of property tax limitation measures, the terms of Subsection A.2.e- d. above shall not be implemented and negotiations will commence on or before April 15, 1995 for substitute terms for Article 7, Subsection A.2.e- d.

(3) July 1, 1996. If the County's estimated general fund resources in the executive budget for FY 1996-97 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Subsection A.2.e. above shall not be implemented and negotiations will commence on or before April 15, 1996 for substitute terms for Article 7, Subsection A.2.e.

(4) July 1, 1997. If the County's estimated general fund resources in the executive budget for FY 1997-98 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Subsection A.2.f. above shall not be implemented and negotiations will commence on or before April 15, 1997 for substitute terms for Article 7, Subsection A.2.f."

Section 2. Article 7, section B.7. of the 1993-96 collective bargaining agreement shall be modified to read as follows:

"a. Each eligible employee shall be a member of the Oregon Public Employee Retirement System subject to the terms and conditions of the Integration Agreement between PERS and the County. ~~The County shall continue to "pick up" the employee contribution to PERS (6%) as permitted by ORS 237.075.~~

b. For retirement purposes, sick leave in application to final average salary under the terms of ORS 237.153 shall be applied to members of this bargaining unit. **Effective January 1, 1995, the prior portion of this section shall not apply to members of this bargaining unit, unless and until a court of competent jurisdiction thereafter declares directly, or by negating or limiting the effects of Oregon 1994 Initiative Measure 8, that the benefit provided in this section can be lawfully provided to bargaining unit members, in whole or in part, and all appeals have been exhausted. In the event of such declaration, this section shall be reinstated to the extent clearly permitted by such declaration retroactively to and including January 1, 1995.**"

Section 3. Article 8 (Entire Agreement) of the 1993-96 collective bargaining agreement shall be amended to add the following second paragraph:

"In consideration of the wage increase granted employees under Article 7, section A.2.c., the Association, on behalf of itself and its members, agrees that any duty of the County to bargain with the Association which might have arisen under the Public Employee Collective Bargaining Act, Article 9 (SAVINGS CLAUSE AND FUNDING) of this Agreement, or from any other source, by virtue of passage or implementation of 1994 Oregon Initiative Measure 8, or any

decision concerning or impact regarding that Measure, has been satisfied and fully discharged. This includes but is not limited to bargaining over the applicability of accumulated sick leave to pensions and payment for accumulated sick leave, pensions, wages, tax shelters, and any other subject or proposal related to Measure 8. In further consideration of the wage increase provided employees under Article 7, section A.2.c., the Association further voluntarily waives and hereby releases the County from any and all liability and claims that were or might have been made in any forum, whether known or unknown to the Association at the time of this release, concerning the effects or implementation of 1994 Oregon Initiative Measure 8."

Section 4. Article 10 (Termination) of the 1993-96 collective bargaining agreement shall be modified to read:

"This Agreement shall be effective as of July 1, 1993, unless otherwise provided herein, and shall remain in full force and effect until the 30th day of June, ~~1996~~ 1998, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 1, ~~1996~~ 1998, 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 _____ day of December, 1994.

MULTNOMAH COUNTY
DISTRICT ATTORNEY

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS

Chair

MULTNOMAH COUNTY
PROSECUTING ATTORNEYS
ASSOCIATION

BY _____

Commissioner

President

BY _____

Commissioner

Vice-President

BY _____

Commissioner

Secretary-Treasurer

By _____

Commissioner

NEGOTIATED FOR THE COUNTY BY:

KENNETH UPTON
Labor Relations Manager
Multnomah County, Oregon

REVIEWED:

Laurence Kressel
County Counsel
Multnomah County, Oregon

MEETING DATE: DECEMBER 7, 1994

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: An Amendment to the 1992-95 Collective Bargaining Agreement - International Brotherhood of Electrical Workers (IBEW) Local 48

BOARD BRIEFING **Date Requested:** _____

Amount of Time Needed: _____

REGULAR MEETING: **Date Requested:** Wednesday, December 7, 1994

Amount of Time Needed: 2:00 p.m.

DEPARTMENT: Non-Departmental **DIVISION:** Labor Relations

CONTACT: Darrell Murray **TELEPHONE #:** ext. 2595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This would amend current County - Local 48 IBEW labor agreement in a number of respects, including duration, compensation, and pension. Excepting cost of living clauses, the changes in the agreement should be approximately revenue neutral.

12/7/94 ORIGINALS to JUDITH / LABOR RELATIONS

1994 DEC - 1 PM 6:11
CLERK OF
COUNTY COMMISSIONERS
MULTI-JURISDICTIONAL
COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

CONTRACT AMENDMENT

I. Parties

The Parties to this contract amendment are Multnomah County, Oregon (hereinafter "County") and the International Brotherhood of Electrical Workers, Local 48 (hereinafter "Union").

II. Recitals

WHEREAS, the parties to this contract amendment are signatories to a 1992-95 collective bargaining agreement scheduled to expire June 30, 1995 (hereinafter "1992-95 agreement"); and

WHEREAS, negotiations for a successor to said agreement are due to begin in February, 1995; and,

WHEREAS, it appears the economic environment is stable and will remain stable for the foreseeable future; and,

WHEREAS, the time and expense of negotiating a successor agreement would be substantial to both sides; and,

WHEREAS, the parties desire to respond to the effects of Oregon 1994 Initiative Measure 8 in light of the parties' history of good faith labor relations and the equitable concerns that Measure 8 involves; and,

WHEREAS, the parties mutually desire to modify and extend the terms of the 1992-95 collective bargaining agreement to forego the time, expense, and potential disruption associated with scheduled contract negotiations; and,

WHEREAS, the parties have briefly discussed and tentatively agreed upon amendments necessary to meet their respective needs in the next labor agreements; and

WHEREAS, language to be deleted from the 1992-95 collective bargaining agreement is overstruck below and new language is shown in boldface;

NOW, therefore, the parties agree as follows:

Section 1. The following shall be added to the 1992-95 agreement as a new Article 15, WAGES, section 1, subsection h:

"Wages Effective July 1, 1995: Effective July 1, 1995 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1994 to March 1995/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%)."

Section 2. The following shall be added to the 1992-95 agreement as a new Article 15, WAGES, section 1, subsection i:

"Wages Effective July 1, 1996: Effective July 1, 1996 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1995 to March 1996/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%)."

Section 3. The following shall be added to the 1992-95 agreement as a new Article 15, WAGES, section 1, subsection j:

"Wages Effective July 1, 1997: Effective July 1, 1997 the straight-time base hourly wage rates of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all-Cities CPI-W, March 1996 to March 1997/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of five percent (5.0%), plus four tenths of one percent (0.4%) of June 30, 1997 rates. [Example: If the March, 1996 to March, 1997 US CPI-W increase is 2.5%, the July 1, 1997 increase will be 2.9%]."

Section 4. The following shall be added to the 1992-95 agreement as a new Article 15, WAGES, section 1, subsection k:

"Notwithstanding any term of this agreement to the contrary, effective November 26, 1994 employees who are not members of PERS shall be paid a base wage rate 94.7% of that which they would otherwise be paid under this agreement until they become PERS members. Effective July 1, 1997 employees who are not members of PERS shall be paid a base wage rate of 94.3% of that which they would otherwise be paid under this agreement until they become PERS members."

Section 5. Article 15, WAGES, section 1, subsection g of the 1992-95 agreement is amended to read:

"Reopener. In the event that the County's estimated general fund resources in the executive budget for fiscal year 1993-94 or, 1994-95, or 1995-96 fall ten percent (10%) or more below the estimated general fund resources in the preceding year's executive budget, any wage or benefit increase not implemented at the time of such determination shall not be implemented and negotiations will commence within a reasonable period thereafter for substitute terms for such increase not implemented."

Section 6. Article 12, PENSIONS, section 2 of the 1992-95 agreement is amended to read:

"PERS "Pick-Up" and "Pick-up" Under IRC Section 414(h)(2).

The County shall continue to "pick-up" the employee required employee contributions as provided in ORS 237.075 through November 25, 1994. Effective November 26, 1994:

(a) the straight-time base hourly wage rates and ranges of employees shall be increased by five and six-tenths percent (5.6%) and the County shall cease to "pick up" the employee PERS contribution heretofore picked up under the provisions of ORS 237.075; and

(b) to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies. For other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the 6% contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS."

Section 7. Article 12, PENSIONS, section 3 of the 1992-95 agreement is amended to read:

"In accordance with the terms of ORS 237.153, one-half of the value of accumulated sick leave with pay will be applied to final average salary for the purpose of pension benefit determination; provided that effective January 1, 1995, the prior portions of this section 3 shall not apply to members of this bargaining unit, unless and until a court of competent jurisdiction thereafter declares directly or by negating or limiting the effects of Oregon 1994 Initiative Measure 8, that the benefit provided in this section can be lawfully provided to bargaining unit members, in whole or in part, and all appeals have been exhausted. In the event of such

declaration this section shall be reinstated to the extent clearly permitted by such declaration, retroactive to and including January 1, 1995.."

Section 8. The following shall be added to Article 21, ENTIRE AGREEMENT, of the 1992-95 agreement:

"In consideration of the wage increase granted employees under Article 12, section 2, the Union, on behalf of itself and its members, agrees that any duty of the County to bargain with the Union which might have arisen under the Public Employee Collective Bargaining Act, Article 22 (SAVINGS AND FUNDING) of this agreement, or from any other source by virtue of passage or implementation of 1994 Oregon Initiative Measure 8 or any decision concerning or impact regarding that Measure has been satisfied and fully discharged. This includes but is not limited to bargaining over the applicability of accumulated sick leave to pensions and payment for accumulated sick leave, pensions, wages, tax shelters, and any other subject or proposal related to Measure 8. In further consideration of the wage increase provided employees under Article 12, section 2, the Union further voluntarily waives and hereby releases the County from any and all liability and claims that were or might have been made in any forum, whether known or unknown to the Union at the time of this release, concerning the effects or implementation of 1994 Oregon Initiative Measure 8."

Section 9. Article 22, TERMINATION, of the 1992-95 agreement is amended to read:

"This agreement shall be effective as of the 1st day of July, 1992, and shall remain in full force and effect through the 30th day of June, 1995~~8~~ and shall be automatically renewed from year to year thereafter, unless either notifies the other in writing between January 1, 1995~~8~~ and March 1, 1995~~8~~ that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period

of negotiations."

Section 10. This written instrument constitutes the entire contract amendment. There are no terms or promises except as set forth herein in writing.

Done this 7th day of December, 1994.

FOR THE UNION:

Edward H. Barnes

REVIEWED: Laurence Kressel
Multnomah County Counsel

By Laurence Kressel

FOR THE BOARD OF COUNTY
COMMISSIONERS:

Marilyn Stein
Chair

Ray H.
Commissioner

James
Commissioner

Sharon Kelley
Commissioner

Don Saltzman
Commissioner

NEGOTIATED:

Darrell Murray
Darrell Murray
Deputy Labor Relations Manager

MEETING DATE: DECEMBER 7, 1994

AGENDA NO: R-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: An Amendment to 1992-95 Collective Bargaining Agreement - International Union of Operating Engineers (IUOE) Local 87

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Wednesday, December 7, 1994

Amount of Time Needed: 2:00 p.m.

DEPARTMENT: Non-Departmental **DIVISION:** Labor Relations

CONTACT: Darrell Murray **TELEPHONE #:** ext. 2595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This would amend the current County - Local Operating Engineers contract in a number of respects, including duration, compensation and pension. Excepting cost of living increases, the changes should be approximately revenue neutral.

12/7/94 ORIGINALS to JUDITH/LABOR RELATIONS

1994 DEC - 1 PM 6:11
CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

CONTRACT AMENDMENT

I. Parties

The Parties to this contract amendment are Multnomah County, Oregon (hereinafter "County") and the International Union of Operating Engineers, Local 701 (hereinafter "Union").

II. Recitals

WHEREAS, the parties to this contract amendment are signatories to a 1992-95 collective bargaining agreement scheduled to expire June 30, 1995 (hereinafter "1992-95 agreement"); and

WHEREAS, negotiations for a successor to said agreement are due to begin in February, 1995; and,

WHEREAS, it appears the economic environment is stable and will remain stable for the foreseeable future; and,

WHEREAS, the time and expense of negotiating a successor agreement would be substantial to both sides; and,

WHEREAS, the parties desire to respond to the effects of Oregon 1994 Initiative Measure 8 in light of the parties' history of good faith labor relations and the equitable concerns that Measure 8 involves; and,

WHEREAS, the parties mutually desire to modify and extend the terms of the 1992-95 collective bargaining agreement to forego the time, expense, and potential disruption associated with scheduled contract negotiations; and,

WHEREAS, the parties have briefly discussed and tentatively agreed upon amendments necessary to meet their respective needs in the next labor agreements; and

WHEREAS, language to be deleted from the 1992-95 collective bargaining agreement is overstruck below and new language is shown in boldface;

NOW, therefore, the parties agree as follows:

Section 1. The following shall be added to the 1992-95 agreement as a new Article 15, WAGES, section 1, subsection i:

"Wages Effective July 1, 1995: Effective July 1, 1995 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1994 to March 1995/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%)."

Section 2. The following shall be added to the 1992-95 agreement as a new Article 15, WAGES, section 1, subsection j:

"Wages Effective July 1, 1996: Effective July 1, 1996 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1995 to March 1996/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%)."

Section 3. The following shall be added to the 1992-95 agreement as a new Article 15, WAGES, section 1, subsection k:

"Wages Effective July 1, 1997: Effective July 1,

1997 the straight-time base hourly wage rates of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all-Cities CPI-W, March 1996 to March 1997/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of five percent (5.0%), plus four tenths of one percent (0.4%) of June 30, 1997 rates. [Example: If the March, 1996 to March, 1997 US CPI-W increase is 2.5%, the July 1, 1997 increase will be 2.9%]."

Section 4. The following shall be added to the 1992-95 agreement as a new Article 15, WAGES, section 1, subsection 1:

"Notwithstanding any term of this agreement to the contrary, effective November 26, 1994 employees who are not members of PERS shall be paid a base wage rate 94.7% of that which they would otherwise be paid under this agreement until they become PERS members. Effective July 1, 1997 employees who are not members of PERS shall be paid a base wage rate of 94.3% of that which they would otherwise be paid under this agreement until they become PERS members."

Section 5. Article 15, WAGES, section 1, subsection g of the 1992-95 agreement is amended to read:

"Reopener. In the event that the County's estimated general fund resources in the executive budget for fiscal year 1993-94 ~~or~~, 1994-95, or 1997-98 fall ten percent (10%) or more below the estimated general fund resources in the preceding year's executive budget, any wage or benefit increase not implemented at the time of such determination shall not be implemented and negotiations will commence within a reasonable period thereafter for substitute terms for such increase not implemented."

Section 6. Article 12, PENSIONS, section 2 of the 1992-95 agreement is amended to read:

"PERS "Pick-Up" and "Pick-up" Under IRC Section 414(h) (2).

The County shall continue to "pick-up" the employee required employee contributions as provided in ORS 237.075 through November 25, 1994. Effective November 26, 1994:

(a) the straight-time base hourly wage rates and ranges of employees shall be increased by five and six-tenths percent (5.6%) and the County shall cease to "pick up" the employee PERS contribution heretofore picked up under the provisions of ORS 237.075; and

(b) to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h) (2) of the Internal Revenue Code and any related state or federal tax policies. For other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the 6% contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS."

Section 7. Article 12, PENSIONS, section 3 of the 1992-95 agreement is amended to read:

"In accordance with the terms of ORS 237.153, one-half of the value of accumulated sick leave with pay will be applied to final average salary for the purpose of pension benefit determination; provided that effective January 1, 1995, the prior portions of this section 3 shall not apply to members of this bargaining unit, unless and until a court of competent jurisdiction thereafter declares directly or by negating or limiting the effects of Oregon 1994 Initiative Measure 8, that the benefit provided in this section can be lawfully provided to bargaining unit members, in whole or in part, and all appeals have been exhausted. In the event of such declaration this section shall be reinstated to the

extent clearly permitted by such declaration, retroactive to and including January 1, 1995."

Section 8. The following shall be added to Article 20, ENTIRE AGREEMENT, of the 1992-95 agreement:

"In consideration of the wage increase granted employees under Article 12, section 2, the Union, on behalf of itself and its members, agrees that any duty of the County to bargain with the Union which might have arisen under the Public Employee Collective Bargaining Act, Article 22 (SAVINGS AND FUNDING) of this agreement, or from any other source by virtue of passage or implementation of 1994 Oregon Initiative Measure 8 or any decision concerning or impact regarding that Measure has been satisfied and fully discharged. This includes but is not limited to bargaining over the applicability of accumulated sick leave to pensions and payment for accumulated sick leave, pensions, wages, tax shelters, and any other subject or proposal related to Measure 8. In further consideration of the wage increase provided employees under Article 12, section 2, the Union further voluntarily waives and hereby releases the County from any and all liability and claims that were or might have been made in any forum, whether known or unknown to the Union at the time of this release, concerning the effects or implementation of 1994 Oregon Initiative Measure 8."

Section 9. Article 21, TERMINATION, of the 1992-95 agreement is amended to read:

"This agreement shall be effective as of the 1st day of July, 1992, and shall remain in full force and effect through the 30th day of June, 1995~~8~~ and shall be automatically renewed from year to year thereafter, unless either notifies the other in writing between January 1, 1995~~8~~ and March 1, 1995~~8~~ that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations."

Section 10. This written instrument constitutes the entire contract amendment. There are no terms or promises except as set forth herein in writing.

Done this 7TH day of December, 1994.

FOR THE UNION:

Francis Waid

FOR THE BOARD OF COUNTY
COMMISSIONERS:

Barry Stein
Chair

Ray Hunt
Commissioner

James
Commissioner

Sharon Kelly
Commissioner

Don Saltzman
Commissioner

REVIEWED: Laurence Kressel
Multnomah County Counsel

By Laurence Kressel

NEGOTIATED:

Darrell Murray
Deputy Labor Relations Manager

MEETING DATE: DECEMBER 7, 1994

AGENDA NO: R-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: An Amendment to 1992-95 Collective Bargaining Agreement - Paint Makers, Sign, Display, Truck Painters and Allied Trades, Local 1094 of Washington and Oregon

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: Wednesday, December 7, 1994

Amount of Time Needed: 2:00 p.m.

DEPARTMENT: Non-Departmental DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: ext. 2595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [x] APPROVAL [] OTHER

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

This would amend the Paint Makers, Sign, Display, Truck Painters and Allied Trades, Local 1094 collective bargaining agreement in a variety of substantive ways, including compensation, duration and pensions. Excepting cost of living increases, changes should be approximately revenue neutral.

12/7/94 originals to Judith / Labor Relations

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

CONTRACT AMENDMENT

I. Parties

The Parties to this contract amendment are Multnomah County, Oregon (hereinafter "County") and the Brotherhood of Painters and Allied Trades of American Painter District Council 55 (hereinafter "Union").

II. Recitals

WHEREAS, the parties to this contract amendment are signatories to a 1992-95 collective bargaining agreement scheduled to expire June 30, 1995 (hereinafter "1992-95 agreement"); and

WHEREAS, negotiations for a successor to said agreement are due to begin in February, 1995; and,

WHEREAS, it appears the economic environment is stable and will remain stable for the foreseeable future; and,

WHEREAS, the time and expense of negotiating a successor agreement would be substantial to both sides; and,

WHEREAS, the parties desire to respond to the effects of Oregon 1994 Initiative Measure 8 in light of the parties' history of good faith labor relations and the equitable concerns that Measure 8 involves; and,

WHEREAS, the parties mutually desire to modify and extend the terms of the 1992-95 collective bargaining agreement to forego the time, expense, and potential disruption associated with scheduled contract negotiations; and,

WHEREAS, the parties have briefly discussed and tentatively agreed upon amendments necessary to meet their respective needs in the next labor agreements; and

WHEREAS, language to be deleted from the 1992-95 collective bargaining agreement is overstruck below and new language is shown in boldface;

NOW, therefore, the parties agree as follows:

Section 1. The following shall be added to the 1992-95 agreement as a new Article 15, WAGES, section 1, subsection g:

"Wages Effective July 1, 1995: Effective July 1, 1995 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1994 to March 1995/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%)."

Section 2. The following shall be added to the 1992-95 agreement as a new Article 15, WAGES, section 1, subsection h:

"Wages Effective July 1, 1996: Effective July 1, 1996 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1995 to March 1996/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%)."

Section 3. The following shall be added to the 1992-95 agreement as a new Article 15, WAGES, section 1, subsection i:

"Wages Effective July 1, 1997: Effective July 1, 1997 the straight-time base hourly wage rates of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all-Cities CPI-W, March 1996 to March 1997/1982-84 = 100 base) with a minimum increase of two percent (2.0%) and a maximum increase of five percent (5.0%), plus four tenths of one percent (0.4%) of June 30, 1997 rates. [Example: If the March, 1996 to March, 1997

US CPI-W increase is 2.5%, the July 1, 1997 increase will be 2.9%]."

Section 4. The following shall be added to the 1992-95 agreement as a new Article 15, WAGES, section 1, subsection j:

"Notwithstanding any term of this agreement to the contrary, effective November 26, 1994 employees who are not members of PERS shall be paid a base wage rate 94.7% of that which they would otherwise be paid under this agreement until they become PERS members. Effective July 1, 1997 employees who are not members of PERS shall be paid a base wage rate of 94.3% of that which they would otherwise be paid under this agreement until they become PERS members."

Section 5. Article 15, WAGES, section 1, subsection f of the 1992-95 agreement is amended to read:

"Reopener. In the event that the County's estimated general fund resources in the executive budget for fiscal year 1993-94 or, 1994-95, or 1997-98 fall ten percent (10%) or more below the estimated general fund resources in the preceding year's executive budget, any wage or benefit increase not implemented at the time of such determination shall not be implemented and negotiations will commence within a reasonable period thereafter for substitute terms for such increase not implemented."

Section 6. Article 11, PENSIONS, section 2 of the 1992-95 agreement is amended to read:

""PERS "Pick-Up" and "Pick-up" Under IRC Section 414(h)(2). The County shall continue to "pick-up" the employee required employee contributions as provided in ORS 237.075 through November 25, 1994. Effective November 26, 1994:

(a) the straight-time base hourly wage rates and ranges

of employees shall be increased by five and six-tenths percent (5.6%) and the County shall cease to "pick up" the employee PERS contribution heretofore picked up under the provisions of ORS 237.075; and

(b) to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies. For other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the 6% contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS."

Section 7. Article 11, PENSIONS, section 3 of the 1992-95 agreement is amended to read:

"In accordance with the terms of ORS 237.153, one-half of the value of accumulated sick leave with pay will be applied to final average salary for the purpose of pension benefit determination; provided that effective January 1, 1995, prior portions of this section 3 shall not apply to members of this bargaining unit, unless and until a court of competent jurisdiction thereafter declares directly or by negating or limiting the effects of Oregon 1994 Initiative Measure 8, that the benefit provided in this section can be lawfully provided to bargaining unit members, in whole or in part, and all appeals have been exhausted. In the event of such declaration this section shall be reinstated to the extent clearly permitted by such declaration, retroactive to and including January 1, 1995."

Section 8. The following shall be added to Article 20, ENTIRE AGREEMENT, of the 1992-95 agreement:

"In consideration of the wage increase granted

employees under Article 11, section 2, the Union, on behalf of itself and its members, agrees that any duty of the County to bargain with the Union which might have arisen under the Public Employee Collective Bargaining Act, Article 22 (SAVINGS AND FUNDING) of this agreement, or from any other source by virtue of passage or implementation of 1994 Oregon Initiative Measure 8 or any decision concerning or impact regarding that Measure has been satisfied and fully discharged. This includes but is not limited to bargaining over the applicability of accumulated sick leave to pensions and payment for accumulated sick leave, pensions, wages, tax shelters, and any other subject or proposal related to Measure 8. In further consideration of the wage increase provided employees under Article 12, section 2, the Union further voluntarily waives and hereby releases the County from any and all liability and claims that were or might have been made in any forum, whether known or unknown to the Union at the time of this release, concerning the effects or implementation of 1994 Oregon Initiative Measure 8."

Section 9. Article 21, TERMINATION, of the 1992-95 agreement is amended to read:

"This agreement shall be effective as of the 1st day of July, 1992, and shall remain in full force and effect through the 30th day of June, 19958 and shall be automatically renewed from year to year thereafter, unless either notifies the other in writing between January 1, 19958 and March 1, 19958 that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations."

Section 10. This written instrument constitutes the entire contract amendment. There are no terms or promises except as set forth herein in writing.

Done this 7th day of December, 1994.

FOR THE UNION:

Stanley Daniel
Bus. Mgr.

REVIEWED: Laurence Kressel
COUNTY COUNSEL FOR MULTNOMAH
COUNTY, OREGON

By Laurence Kressel

FOR THE BOARD OF COUNTY
COMMISSIONERS:

Marilyn Stein
Chair

Suzanne
Commissioner

Gary
Commissioner

Sharon Hilley
Commissioner

Dan Sullivan
Commissioner

NEGOTIATED:

Darrell Murray
Darrell Murray
Deputy Labor Relations Manager



PRESTON GATES & ELLIS
ATTORNEYS

TIMOTHY J. SERCOMBE

3200 U.S. BANCORP TOWER, 111 S.W. FIFTH AVE., PORTLAND, OR 97204-3688

DIRECT LINE: (503) 226-5726 FACSIMILE: (503) 248-9085

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Meeting Date: DEC 07 1994
Agenda No: R-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Implementation of Measure 8.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 7, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: 248-3113

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [xx] APPROVAL [] OTHER

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

Resolution in the matter of implementing Measure 8; affirming Board policy for granting equal treatment to exempt or nonexempt employees; declaring Board intent to give all employees the benefit of pre-tax treatment of employee PERS contributions; and directing preparation of an implementing ordinance on exempt employee compensation.

Minimal fiscal impact, if any. *12/8/94 copies to BCC, Auditor, DA, Sheriff, Dept. Managers, Timox Harris & Curtis Smith*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1994 DEC - 1 PM 3:26
CLERK OF BOARD OF
COUNTY CLERK
JULY 1994
OREGON



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

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

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Laurence Kressel (106/1530) LK
County Counsel

DATE: December 5, 1994

SUBJECT: Measure 8; Proposed Salary Increases

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

Since my own pay would be affected by some of the Board actions on this week's agenda, I contracted with outside legal counsel to advise the Board on the related Measure 8 questions. The opinion of outside counsel is enclosed for your review.

Mr. Sercomb will attend the wednesday hearing and be available to respond to your questions.

cc Sheriff
District Attorney
Auditor

1994 DEC -5 PM 3:57
MULTNOMAH COUNTY
OREGON



PRESTON GATES & ELLIS
ATTORNEYS

RECEIVED

DEC 05 1994

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OR

MEMORANDUM

To: Multnomah County Chair and Commissioners

From: Timothy J. Sercombe

Date: December 5, 1994

Subject: Compensation of Exempt Employees - Legal Issues

Questions Presented:

1. Can the Multnomah County Board of County Commissioners (Board) increase the salaries of exempt employees in order to offset the requirement of employee PERS contribution imposed by Ballot Measure 8?
2. Can the Board increase the salaries of exempt employees by resolution, as opposed to acting by ordinance?
3. If the County acts by an ordinance and the ordinance contains an emergency clause but is adopted without unanimous consent, when does the ordinance go into effect?
4. Under newly-adopted Oregon Constitution Article IX, Section 10(3) can an ordinance increasing salaries for the purpose of offsetting the mandated employee contribution to retirement plans under Section 10(1) be adopted before January 1, 1995 but not go into effect until after that date and still be effective?

Answers:

1. The Board has charter authority to enact salary increases for its employees. That authority is not preempted or affected by state law until January 1, 1995. On and after that date, Article IX, Section 10(3) of the Oregon Constitution will prevent the Board from taking compensation actions "for the purpose of offsetting or compensating an employee" for the PERS contribution obligation imposed by law.
2. The Board should act by ordinance to increase the salaries of exempt employees.

A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

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3200 U.S. BANCORP TOWER 111 S.W. FIFTH AVENUE PORTLAND, OREGON 97204-3688 PHONE: (503) 228-3200 FACSIMILE: (503) 248-9085

3. An emergency ordinance takes effect immediately upon being signed by the Board Chair. An emergency ordinance may be adopted at a single meeting by unanimous consent or after consideration at two meetings of the Board under Multnomah County Charter Section 5.30(1).

4. An ordinance increasing salaries and adopted before January 1, 1995 may operate to offset the employee contribution to a retirement plan required by Oregon Constitution Article IX, Section 10(1), even if the ordinance does not take effect until after January 1, 1995.

Analysis:

Introduction:

Multnomah County is considering implementation of Measure 8, adopted by the voters at the November 8, 1994 election. The measure amends the Oregon Constitution to require government employees subject to retirement plans to contribute "an amount equal to six percent of their salary or gross wage" to that plan. Oregon Constitution, Article IX, Section 10(1).

The measure restricts the authority of state and local governments to subsidize these retirement plan contributions. It amends Article IX, Section 10 to add the following subsections:

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

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

Measure 8 adds other provisions to Article IX forbidding a guarantee of return on funds in a government retirement system or plan or increasing retirement benefits because of unused sick leave.

Currently, Multnomah County pays or "picks up" the employee contribution to the Public Employees' Retirement System (PERS) for its exempt employees. Multnomah County Ordinance No. 275, adopted July 23, 1981; Ordinance No. 740, Section XVIII(C). Absent any change to the current compensation system, Measure 8 will eliminate this employee benefit and lower the take-home pay for these employees. The Board is considering the form and substance of action to increase employee compensation to offset the new retirement plan contribution obligation and to

keep the compensation of exempt employees comparable to the compensation for employees under agreements not disturbed by the measure.¹

The compensation of exempt employees is set by a number of ordinances. Ordinance No. 740, adopted December 3, 1992, states the benefits of employment for these employees. Section III of that ordinance states that, "[n]o exempt employee shall receive any pay or other employee benefits except as provided by resolution or ordinance." Section XVIII(C) requires the County to assume or "pick up" the PERS 6% of salary contribution.

Ordinance No. 778, adopted December 9, 1993, enacts policies on pay administration for employees not covered by collective bargaining agreements. Section V of the ordinance provides that,

(A) The compensation plan for exempt employees shall include a pay range consisting of a minimum and a maximum base rate for each exempt classification. The ranges and any changes thereto shall be approved by the Board of County Commissioners.

(B) The Personnel Officer shall be responsible for developing and presenting annual compensation plan adjustment recommendations to the Board of County Commissioners. These recommendations shall be based on periodic surveys of comparable employers, internal classification relationships, financial constraints, and/or actual or anticipated pay adjustments for non-exempt employees.

The ordinance provides for a "results-oriented merit evaluation system" and other pay policies. Section IX(A) and (C) state that,

(A) No exempt employee shall be paid at a base rate which is less than the minimum or more than the maximum base rate for the employee's classification.

(C) Range Adjustments. Whenever the Board of County Commissioners adopts changes in the compensation plan for an exempt classification, the implementing Ordinance shall specify the effect upon employees in that classification.

¹ The County is obliged to pay the PERS contribution for certain employees under existing collective bargaining agreements. This obligation continues notwithstanding the operation of Measure 8. The Contracts Clause of the federal constitution limits the authority of states to pass laws that impair obligations of existing contracts. U.S. Constitution, Article I, section 10. One immediate effect of Measure 8 in many jurisdictions is to create a disproportionate impact between employees subject to contracts providing for employer PERS contributions and employees not subject to group or individual contracts.

Under Ordinance No. 778 and its predecessors, the County has for some time set pay ranges for exempt employees by ordinance. The current enactment, Ordinance No. 792, was adopted June 16, 1994. It sets a minimum, maximum and mid-range salary amount for each job title or classification.

Authority to Set Compensation.

You first ask whether the Board is empowered to make individual and group compensation decisions for the County. We advise that the Board has that power.

Multnomah County has reserved authority to itself over "matters of county concern to the fullest extent granted or allowed by the constitutions and laws of the United States and the State of Oregon." Multnomah County Charter (Charter) § 2.10(1). The compensation of county employees is a matter of county concern. Thus, employee compensation is a proper subject of County action.

The Charter vests the "legislative power of the county," as well as "[a]ny other power of the county not vested by the charter elsewhere" in the Board of County Commissioners. Charter § 2.20. *See also*, ORS 203.111 and 203.240. The Charter does not allocate compensation determinations to any other entity or officer of the County. Therefore, the Board is the proper agency of the County to make compensation decisions.²

The only remaining issue, then, is whether this Board authority to set compensation for its employees is limited by state law. State law regulates employee compensation in a variety of ways. The new provisions of Article IX, section 10 of the Oregon Constitution under Measure 8, however, are the relevant limitation on the Board's power to set compensation levels for its employees.

The limitations on the authority of the Board to set or adjust compensation for its employees that are imposed by Measure 8 do not go into effect until January 1, 1995. As noted earlier, the measure amends the state constitution to limit the authority of the County to contract or agree to make retirement plan contributions for its employees or to increase compensation to offset for employee retirement plan contributions. These limitations on authority go into effect

² Section 2.20 of the Charter allows that the Board may delegate non-legislative decision making to other entities or officers. The Charter only mandates that compensation of the board chair and the commissioners be decided by the Board. Charter § 4.30.

"[o]n and after January 1, 1995." Until that time, the authority of the Board to adjust compensation for its employees to offset for the employee contribution mandate is unrestricted.³

Thus, the Board has authority under the Charter to adjust the compensation of its employees.

Form of Action to Increase Salaries of Exempt Employees.

Your second question is whether the Board must act by ordinance in adjusting the compensation for exempt employees to ameliorate the effects of Measure 8. We assume this enactment would increase the salaries of current and future exempt employees to allow employee contribution of this salary increase to PERS.

In order to do this, the ranges presently set by Ordinance No. 792 would need to be adjusted. The adjustment is required because Section IX of Ordinance No. 778 prevents payment of "more than the maximum base rate for the employee's classification" and the maximum base rate is set by Ordinance No. 792. Presumably, some exempt employees are being paid near the top of their range. Without adjustment to these enactments, a uniform raise could require payment to some employees in violation of the current ordinances. Moreover, the minimum base rates would require amendment to adjust the entry level compensation for new employees.

We believe the enactment of these salary adjustments and policies should occur by ordinance for several reasons. First, the enactment operates to change existing ordinances. As noted in 6 *McQuillin on Municipal Corporations* § 21.04, p. 246 (3rd ed. 1989), "[t]he general rule is that an ordinance cannot be amended, repealed or suspended by an order or resolution, or other act by a council of less dignity than the ordinance itself."⁴ The proposed enactment would require revision of Ordinance No. 792 and adoption of a new compensation plan.

Second, Ordinance No. 778 contemplates that salary amounts and ranges are to be adopted by ordinance. Section IX(C) notes that whenever a change in the compensation plan for

³ The measure plainly contemplates that local governments may take action between December 8, 1994 (the date the measure takes effect) and January 1, 1995 to increase or adjust compensation of public employees. Otherwise, the time when this authority is limited would be the same as the time when the employee contribution mandate takes effect (December 8).

⁴ We have found no Oregon decisions applying this "equal dignity" rule. However, it is often cited and used in other jurisdictions. For example, in *City of Panhandle v. Bickle*, 31 SW2d 843 (Tex Civ App 1930) the court notes that, "[i]t is the universal rule that an ordinance can be repealed only by ordinance and not by resolution or order or motion of the city council not passed and published with the same formality as an ordinance."

an exempt classification occurs, the "implementing Ordinance" must specify the effects on employees in that classification.

Third, general precedents on the distinctions between ordinances and resolutions suggest that the proper form of action here is to act by ordinance.⁵ As noted in *McQuillin, supra*, § 15.02, p. 55,

... [A] resolution deals with matters of a special or temporary character; an ordinance prescribes some permanent rule of conduct or government, to continue in force until the ordinance is repealed. An ordinance is distinctively a legislative act; a resolution, generally speaking, is simply an expression of opinion or mind or policy concerning some particular item of business coming within the legislative body's official cognizance, ordinarily ministerial in character and relating to the administrative business of the municipality. Thus, it may be stated broadly that all acts that are done by a municipal corporation in its ministerial capacity and for a temporary purpose may be put in the form of resolutions, and that matters on which the municipal corporation desires to legislate must be put in the form of ordinances. It may further be stated broadly that charters contemplate that all legislation creating liability or affecting in any important or material manner the people of the municipality should be enacted by ordinances

Oregon case law supports these principles: *Baker v. City of Milwaukie*, 271 Or 500, 511, 533 P2d 772 (1975) (quoting with approval portions of the above excerpt); *Rowley v. City of Medford*, 132 Or 405, 414-15, 285 P 1111 (1930); *Campbell v. City of Eugene et al.*, 116 Or 264, 240 P 418 (1925); *Thornton v. Portland Ry. L. & P. Co.*, 63 Or 478, 484, 128 P 850 (1912). See also, *Herbert v. Town of Mendon*, 617 A2d 155 (Vt. 1992); *North Bergen Tp. v. Jersey City*, 232 N.J. Super. 219, 556 A2d 1255 (1989); *Inlet Associates v. Assateague House*, 545 A2d 1296 (Md. 1988).

Applying these principles to the compensation adjustments here, a court would likely find that the action needed to be taken by ordinance because it prescribes permanent rules of

⁵ The form of action determination is contextual however. Merely because Multnomah County may need to take action in this regard by ordinance does not mean that all of its actions affecting compensation must be by ordinance. Nor does it mean that counties with different compensation arrangements must take their compensation actions by ordinance. Our conclusion is more limited - that Multnomah County must take this particular compensation action by adopting an ordinance.

compensation which continue until the ordinance is changed. The compensation arrangements create future liabilities of the County both as to current and future employees.⁶

The conclusion that this type of enactment is required to be done by ordinance is supported by past County practice and decisions. Since 1980, the Board has adopted nearly 40 ordinances affecting the salary ranges and compensation of exempt employees. The Board has acted annually to adjust the range for the exempt classifications. It appears that all actions to adjust the ranges or provide for other generic compensation have been done by ordinance. Ordinances have been used to set the salary for smaller groups of employees such as the clerk and assistant clerk to the Board (Ordinance No. 444), employees in the sheriff's office (Ordinance No. 666) and library employees (Ordinance No. 710).

We recognize that Ordinance No. 740, Section III states that no exempt employee may receive pay or benefits "except as provided by resolution or ordinance." Arguably, this contemplates some aspects of compensation being set by resolution. However, the section may just as easily contemplate that salary determinations are done by ordinance and some other types of compensation are allowed by resolution (e.g., allowing travel allowances for out-of-town functions or events). In view of this construction, and the many reasons suggesting action be

⁶ The conclusion that salary adjustments should be taken by an ordinance does not mean that the ordinance is referable. Cases from other jurisdictions are split on whether a salary ordinance can be referred. As noted in *City of Lawrence v. McArdle*, 214 Kan 862, 522 P2d 420, 425 (1974) the cases "offer no clear guidelines for classifying salary ordinances" as subject to initiative or referendum. The court noted that, "[i]t appears that Illinois, Iowa, Georgia, Ohio and Utah have held that ordinances of this kind are administrative and thus not within the initiative power, while Texas, South Dakota, Washington, Missouri and Alabama taken the opposite view. California courts have gone both ways." An annotator observed that "the decided cases are in confusion on the subject" and that it is "impractical to attempt to reconcile them." Annotation, "Character or subject matter of ordinance within operation of initiative and referendum provisions," 122 ALR 769, 782 (1939). As a matter of Oregon law, whether the ordinance could be referred depends upon whether it implements as opposed to creates policy. *Foster v. Clark*, 309 Or 464, 790 P2d 1 (1990); *United Citizens v. Environmental Quality Comm.*, 104 Or App 51, 799 P2d 655 (1990); *Monahan v. Funk*, 137 Or 580, 584, 3 P2d 778 (1931). If the compensation ordinance implemented policy declared in separate ordinance or resolution, as is proposed here, a court would likely find it not to be referable. It is common to set compensation policy by resolution. As noted by Arp, Hansen and St. Thomas, "Legislation and Governing Body Proceedings" in *Oregon Local Government Law* (OLI 1993) at § 6.42, p. 6-18 in commenting on subjects for resolution as opposed to ordinance, "Examples of subject matter usually suited to the resolution form are policy statements regarding employee salary schedules, setting hearings, and ratifying contracts."

taken by ordinance, it would be improper to take the salary action by resolution because of Ordinance No. 740.

We also understand that some other counties are adjusting compensation ranges by order or resolution. Again, the context of the action is critical. Other counties may not have adopted compensation plans by ordinance.

There is a limited time within which to take ameliorative actions under Measure 8. If the County acted by resolution, that action might be overturned because it was adopted with less than ordinance formalities. It would be too late to adopt an ordinance by then. It seems more prudent to act by ordinance if a substantial argument exists that an ordinance is needed. An ordinance will not be voided because the proper form of action was a resolution.

In sum, the proposed action amends or replaces existing ordinances. Current enactments of the County describe the proposed action as one to be done by "implementing ordinance." The common law distinctions between ordinance and resolution suggest an ordinance form. The County has taken similar actions over 40 times consistently by ordinance. There is some risk in not acting by ordinance. There is little risk in acting by ordinance. For these reasons, we conclude that a generic action affecting the compensation and salary ranges of all current and future exempt employees should be done in ordinance form.

Time of Effect of Compensation Ordinance.

Article IX, Section 10(3) of the Oregon Constitution will prohibit local governments from contracting or otherwise agreeing to increase employee compensation for purposes of offsetting the retirement plan contribution requirement imposed by the article. This restriction applies to local government actions on and after January 1, 1995. Assuming County adoption of a compensation ordinance in December, 1994, you ask whether that ordinance might be effective before the turn of the year if it is adopted with less than unanimous consent.

We believe that it can. The Multnomah County Charter allows an emergency ordinance to be adopted in two meetings by a majority vote of the Board and go into effect immediately upon its signing by the Board Chair. The Multnomah County Charter prescribes two methods to adopt ordinances in Section 5.30. The normal method requires two readings during regular meetings of the Board on two different days at least six days apart. Section 5.30(1). Alternatively, an ordinance to meet an emergency may be adopted at a single meeting by unanimous consent of all present board members. Section 5.30(3).

The Charter, however, does not require unanimous consent to adopt an emergency ordinance, only unanimous consent to adopt an emergency ordinance *at a single meeting*. If an emergency ordinance is adopted with two readings on separate occasions it could go into immediate effect without unanimous consent. Section 5.50(2) provides that,

An emergency ordinance may take effect immediately upon being signed by the chair of the board of commissioners.

Again, this is true whether or not the ordinance is adopted at a single meeting by unanimous consent.

By contrast, some local charters or adopted municipal processes require a super-majority vote or unanimous consent to adopt an emergency clause in an ordinance. These laws distinguish between the unanimity required to consider an ordinance at one sitting and the special vote requirement for an ordinance to take immediate effect. For example, absent a contrary provision in the charter, an emergency ordinance for a city must be approved by a three-quarter vote of the council. ORS 221.310. The Multnomah County Charter, however, does not prescribe this formality for adoption of an emergency clause.⁷

Thus, absent any other applicable procedural requirement, if the compensation ordinance is given first and second readings, and if it contains an emergency clause, it may go into effect immediately upon execution by the Board Chair or at a date in the future.⁸

⁷ Similarly, ORS 198.550(3) requires that "[t]he unanimous approval of all members of the board [of a special district] at the meeting, a quorum being present, is required to adopt an emergency ordinance." Other charters or laws requiring unanimity for the adoption of an emergency ordinance (in addition to or as opposed to adoption of an ordinance at a single meeting) include the City of Portland Charter ("The unanimous vote of all members of the council present, and of not less than four (4) members shall be required to pass an emergency ordinance."), the City of Eugene Charter (ordinance takes effect thirty days after adoption unless emergency clause "is approved by the affirmative vote of two-thirds of the members of the council") and the Metro Charter (immediate effect of ordinance requires approval of emergency clause "by the affirmative vote of two-thirds of all councilors"). The distinction between charter provisions for single meeting ordinance adoption and emergency clause adoption requirements was noted by the Oregon Supreme Court in *Greenberg v. Lee*, 196 Or 157, 178, 248 P2d 324 (1952).

⁸ This reading of the Charter appears to be confirmed by the Board Rules of Procedure for Conduct of Meetings, adopted by order on March 20, 1986. Section 15C of the Rules provides that,

C. Emergency Ordinances. An ordinance to meet an emergency may be introduced, read once as provided in subsection B, a hearing held thereon, and adopted at a single regular or special meeting upon unanimous consent of all board members present. (Charter, 5.30(3)) *An emergency ordinance which fails to receive the unanimous consent of all board members present shall be considered an emergency ordinance requiring two readings, and may be moved to its second*

Adoption of Compensation Ordinance Effective After January 1, 1995.

Assuming that a compensation ordinance is adopted as a nonemergency ordinance, Section 5.50(1) of the Charter states that the ordinance goes into effect on the 30th day after it is signed by the Board Chair unless it prescribes a later date or is referred by the voters. You ask if a salary ordinance goes into effect later than January 1, 1995, and if the ordinance contains salary increases to offset employee retirement plan contributions, will the ordinance be limited by Measure 8?

The answer is not clear. We read Measure 8, however, to limit only government actions taken after January 1, 1995. So long as Board actions on a salary ordinance occur before January 1, 1995, the compensation plan will not offend Measure 8.

The measure amends Article IX, Section 10 of the Oregon Constitution to limit two types of government actions. Both of the actions must occur "[o]n or after January 1, 1995." The measure states that governmental entities shall not "contract or otherwise agree to make payment or contribution to a retirement system or plan" to relieve the employee contribution mandate or "contract or otherwise agree to increase any salary, benefit or other compensation payable to an employee for the purpose of offsetting or compensating an employee" for that obligation.

reading in accordance with the procedures set forth for nonemergency ordinances in subsection B. Emergency ordinances may take effect immediately upon being signed by the county executive (Charter, 5.50(2)) or upon the override of the veto of the county executive.

(Emphasis supplied.) This same distinction was made in the Board's February 7, 1991 procedural rules.

In 1993, however, under Resolution No. 93-358, the Board arguably adopted a restriction on the adoption of emergency ordinances. In Section 11G of the rules of procedure adopted by that resolution, if the vote for adoption at a single meeting for an emergency ordinance is not unanimous, "the proposed ordinance may be scheduled for a second reading and may at that reading be approved *as a non-emergency ordinance* by majority vote." The highlighted language may mean that the two-reading approval process for the emergency ordinance is the same process "as a non-emergency ordinance." Or it may mean that an emergency ordinance cannot be adopted except through a single meeting process. If the Board, however, wishes to adopt an emergency compensation ordinance to affect compensation before 30 days after enactment and unanimity is not possible, it should suspend this procedural rule by resolution.

These provisions appear to limit discrete governmental acts, specific contractual agreements relating to "an employee." By implication, specific or generic actions of a governmental entity prior to January 1, 1995 are not limited. We read the new law to allow contractual actions or legislative acts taken before January 1, 1995 but which go into effect on or after that date and which affect salaries of governmental employees. So long as no affirmative act of the government is necessary on or after January 1, 1995 to increase the salary or salary range of employees, Article IX, Section 10(3) does not affect promises made or laws adopted before that date.

Again, this reading of the constitutional provision is tentative and not without vulnerability to a different construction. The understanding of Measure 8 is evolving. The County would be wise to adopt salary policy which goes into effect prior to January 1, 1995 to avoid any risk on this issue.

Our engagement is to provide advice to both the Board collectively and to individual commissioners personally. To this end, we have reviewed the resolution and ordinance scheduled for consideration on December 7. We advise that if these enactments are adopted, salary increases allowed by the measures will be lawful expenditures of public funds under the mandates of Measure 8.

We appreciate the opportunity to provide advice on these issues. If you have additional questions, or seek a refinement of the analysis set out in this opinion, please do not hesitate to inquire.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Implementing Measure 8;
Affirming Board Policy for Granting
Equal Treatment to Exempt or Non-Exempt
Employees; Declaring Board Intent to
Give All Employees the Benefit of Pre-
Tax Treatment of Employee PERS
Contributions; and Directing Preparation
of an Implementing Ordinance on Exempt
Employee Compensation

RESOLUTION

WHEREAS, Measure 8 requires Multnomah County employees to pay an amount equal to six percent of salaries or gross wages to the Public Employees' Retirement System (PERS) since that is the retirement system offered by the County, and,

WHEREAS, the Measure allows local governments to contract or otherwise agree to pay this mandated contribution or increase salaries to offset the employee PERS contribution if the local government acts before the deadline established in Measure 8; and

WHEREAS, to fully deliver on the promise of the RESULTS campaign to increase government productivity and efficiency, the Board must maintain high employee morale. To be building a high performance work organization and at the same time tell employees they are losing 6% of their compensation for reasons unrelated to their performance is a contradiction; and

WHEREAS, the County started paying the 6% pension contribution to Multnomah County employees in 1981. In return, the County reduced all County salaries by 6%; and

WHEREAS, the County has agreed to amend existing collective bargaining agreements to make them consistent with Measure 8 by requiring employees to pay the employee contribution to PERS and to increase the compensation owed under those agreements in order to offset employee payment of the PERS contribution; and

WHEREAS, it is necessary to declare various County policies in connection with the implementation of Ballot Measure 8 in order to

fully comply with the Measure, obtain favorable tax treatment under federal taxation law, and assure equal and prompt treatment of County employees under the Measure; and

WHEREAS, because the County has to pay additional federal taxes on additional wages, a 5.6% wage increase until July 1, 1997, to all employees will avoid a financial impact on the County; and

WHEREAS, without action by the Board, Ballot Measure 8 would impact employee groups at different times throughout the next three years, creating salary inequities. This would cause serious problems in filling vacancies and would create salary compression situations which would impede efficient operations; and

WHEREAS, Ballot Measure 8 will be subject to legal challenge. Without this action, the County would have to segregate the salary savings in a separate account and could not prudently spend the money until the legal challenges have been resolved. This action allows County business to proceed without that uncertainty; and

WHEREAS, the Attorney General's office indicates that the County can set up a mechanism to shelter from current taxes employee contributions to pensions. This will avoid additional income taxes going to the federal government and have the potential of keeping valuable investment funds in Oregon; and

WHEREAS, the Board has received legal counsel on the policies and measures that can be adopted to mitigate the impact of Measure 8 on employees, and is acting in conformance with that counsel and advice;

NOW THEREFORE, BE IT RESOLVED THAT the following policies are adopted:

Section 1. Equal Treatment of Employees

(a) Ballot Measure 8 should not be implemented to cause a substantially disproportionate impact on one group of County employees. More particularly, employees should not lose compensation solely because they are not parties to long-term employment contracts or collective bargaining agreements with the County.

(b) To whatever extent collective bargaining agreements are amended to mitigate the effects of Ballot Measure 8, that same

mitigation should be provided to exempt employees by appropriate ordinance, resolution or other action;

(c) County employees should not suffer immediate and substantial reduction in compensation because of the operation of Ballot Measure 8.

(d) Current County policy (Ordinance No. 778, Section V(B) requires the compensation of exempt employees to be based upon the compensation paid to comparable employees by other employers, as well as the compensation paid to non-exempt employees;

(e) Prompt County action is needed to implement Ballot Measure 8 and its allowance of offsetting actions by the County.

Section 2. Exempt Employee Pay Increases to Mitigate Measure 8 Impacts; Exceptions

The Board has granted pay increases to represented employees in order to offset the impacts of Measure 8. In order to equalize treatment between these employees and those covered by the exempt compensation plan, the following policies shall be implemented as soon as permitted by law:

(a) Effective at the close of business on December 7, 1994, and except as provided in subparagraphs (b) and (c) below, any existing pay rates or ranges for exempt employees as that term is defined in this Section shall be increased by 5.6%, and the pay of such exempt employees shall be increased by the same percentage in lieu of the PERS pickup provided under prior county policy;

(b) The increases referred to in the preceding paragraph shall not apply to the Board of County Commissioners and the Auditor, whose salary is set by formula in the Home Rule Charter of Multnomah County;

(c) Any exempt employee on the effective date of this Resolution who is not then a member of PERS shall receive a salary increase of 5.6% on the date the employee becomes a member of PERS.

(d) Unless otherwise provided by Board action, the base pay and ranges for all exempt employees entitled to a 5.6% pay increase under subparagraph (a) or (c) of this Section shall be increased on July 1, 1997 by .4% of the base pay and ranges in effect on June

30, 1997.

(e) As used in this Section, the term "exempt employee(s)" has the meaning stated in Section II (A), Ordinance No. 740, but shall also include any employee not covered by collective bargaining agreement, such as less-than-part-time, on-call and temporary exempt employees.

Section 3. Employer Contribution to PERS; Tax Status

The following policy shall apply to all county employees who are PERS members or who shall become PERS members:

(a) The expenditures for each employee previously treated as gross salary and PERS contribution shall be combined into a single salary expense and is the "salary" for that employee;

(b) The employee's PERS contribution, together with other required withholdings, shall be withheld from salary;

(c) The employee's PERS contribution withheld from salary shall be paid by Multnomah County in lieu of payment to PERS by the employee, and the employee shall have no option to receive the contributed amount directly; and

(d) For the limited purposes of Internal Revenue Code Section 414(h)(2) and any related federal or state tax policies, the employee's PERS contribution shall be considered "picked up" by Multnomah County as the term "picked up" is used in the Internal Revenue Code. For other purposes, the contribution shall be considered to have been made by the employee.

(e) The W-2 forms for employees shall exclude the PERS contribution mentioned above for tax purposes.

Section 4. Implementation

(a) The deadlines in Measure 8 require prompt action by Multnomah County to carry out these policies and decisions. Any ordinance to amend or repeal existing pay and benefit provisions shall be structured and adopted so that it can go into effect as soon as legally allowed by the Home Rule Charter. Any procedure, policy, practice or custom preventing this immediate effect, including provisions in Resolution 93-358 (Procedural Rules) relating to adoption and time of effect of ordinances, is suspended and shall not apply to actions taken under this Resolution.

12/02/94:1

(b) The Personnel Officer is directed to take all actions necessary to implement this Resolution, including preparation and submission of any appropriate ordinance and notification of appropriate authorities with respect to the county's election under 26 USC Section 414(h)(2).

APPROVED this _____ day of _____, 1994.

MULTNOMAH COUNTY, OREGON

Beverly Stein
Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel
For Multnomah County, Oregon

By _____

Laurence Kressel


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RECEIVED
DEC 06 1994
BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

M E M O R A N D U M

TO: Bill Farver, Assistant to Chair

FROM: Laurence Kressel (106/1530) 
County Counsel

DATE: December 6, 1994

SUBJECT: Measure 8; Technical Amendments to
Proposed Resolution and Salary Ordinance

Since filing of the Resolution and Ordinance last week, a few technical problems have surfaced. These should be addressed by amendments proposed by a member of the BCC. Perhaps Curtis could present them first.

1. The Resolution (R-12)

Evidently, the prosecuting attorneys have decided not to accept the county's contract proposal. If so, the Resolution ought to be amended as follows:

1. Amend Section 3, the first two lines to read:

"Except as otherwise provided by collective bargaining agreement, the following policy shall apply to all county employees who are PERS members or who shall become PERS members: [underlined words are new]"

This change in language will make clear that the prosecuting attorneys continue to receive the PERS pickup during the life of their contract; the county will continue to treat the benefit as a pickup, not as salary.

The amendment is unnecessary if the prosecuting attorneys decide at the last minute to accept the county's contract amendment proposal.

2. The Ordinance (R-13)

Two technical amendments to R-13 should be made at the first reading. Here they are:

1. Amend the first sentence in Section II (page 1, line 24-25) to read as follows:

[words in brackets are deleted; underlined words are new]

"[Effective December 16, 1994,] Sections XVIII (C), (D) and (E) of Ordinance No. 740 are repealed. The effective date for this repeal is (1) the close of business on December 7, 1994 with respect to exempt employees as that term is defined in Section III (E) of this Ordinance, and (2) December 10, 1994 for temporary employees."

There are two reasons for this change. First, the filed ordinance had December 16, 1994 as the effective date. That date was a mistake.

The correct date is December 7, 1994, at least for most exempt employees.

The second reason for the change, however, is that the Payroll Division has found a glitch with respect to temporary employees. Because of the way they are paid, it makes more sense to make the ordinance effective for them on December 10, not December 7.

This has to do with automated payroll and the special setup for this group of employees. Mindy Harris can explain.

2. Amend Section III (page 2, line 24) to add the following:

"However, the effective date for the increase to temporary employees shall be December 10, 1994, to facilitate automated pay administration for such employees."

This change is for the same reason discussed immediately above.

I do not think the Resolution must be amended to change the effective dates for temporary employees. The specific dates in the ordinance will control. (The ideal would be total consistency between R-12 and R-13. But in this context, it is also probably true that the fewer amendments the BCC must make the better.)



MULTNOMAH COUNTY OREGON

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STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

M E M O R A N D U M

TO: Clerk of the Board

FROM: Laurence Kressel (106/1530) *LK*
County Counsel

DATE: December 8, 1994

SUBJECT: Exempt Pay Ordinance; Resolution

Enclosed is the exempt pay ordinance as amended at the first reading on 12/7/94. This should be on next week's regular agenda for second reading.

Also enclosed is the amended Resolution adopted 12/7/94. This is now ready for signature. Note also that, according to the Resolution, section 4(b), the Resolution must be sent to PERS by the Personnel Officer (Chair). I would recommend that this task be delegated to Curtis Smith, and would request that Curtis send me a copy of his transmittal letter to PERS. This must be done promptly for tax reasons, and in no event later than January 5, 1995.

BOARD OF
COUNTY COMMISSIONERS
1994 DEC - 8 PM 12:01
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Implementing Measure 8;
Affirming Board Policy for Granting
Equal Treatment to Exempt or Non-Exempt
Employees; Declaring Board Intent to
Give All Employees the Benefit of Pre-
Tax Treatment of Employee PERS
Contributions; and Directing Preparation
of an Implementing Ordinance on Exempt
Employee Compensation

RESOLUTION

No. 94-232

WHEREAS, Measure 8 requires Multnomah County employees to pay an amount equal to six percent of salaries or gross wages to the Public Employees' Retirement System (PERS) since that is the retirement system offered by the County, and,

WHEREAS, the Measure allows local governments to contract or otherwise agree to pay this mandated contribution or increase salaries to offset the employee PERS contribution if the local government acts before the deadline established in Measure 8; and

WHEREAS, to fully deliver on the promise of the RESULTS campaign to increase government productivity and efficiency, the Board must maintain high employee morale. To be building a high performance work organization and at the same time tell employees they are losing 6% of their compensation for reasons unrelated to their performance is a contradiction; and

WHEREAS, the County started paying the 6% pension contribution to Multnomah County employees in 1981. In return, the County reduced all County salaries by 6%; and

WHEREAS, the County has agreed to amend existing collective bargaining agreements to make them consistent with Measure 8 by requiring employees to pay the employee contribution to PERS and to increase the compensation owed under those agreements in order to offset employee payment of the PERS contribution; and

WHEREAS, it is necessary to declare various County policies in connection with the implementation of Ballot Measure 8 in order to fully comply with the Measure, obtain favorable tax treatment under

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federal taxation law, and assure equal and prompt treatment of County employees under the Measure; and

WHEREAS, because the County has to pay additional federal taxes on additional wages, a 5.6% wage increase until July 1, 1997, to all employees will avoid a financial impact on the County; and

WHEREAS, without action by the Board, Ballot Measure 8 would impact employee groups at different times throughout the next three years, creating salary inequities. This would cause serious problems in filling vacancies and would create salary compression situations which would impede efficient operations; and

WHEREAS, Ballot Measure 8 will be subject to legal challenge. Without this action, the County would have to segregate the salary savings in a separate account and could not prudently spend the money until the legal challenges have been resolved. This action allows County business to proceed without that uncertainty; and

WHEREAS, the Attorney General's office indicates that the County can set up a mechanism to shelter from current taxes employee contributions to pensions. This will avoid additional income taxes going to the federal government and have the potential of keeping valuable investment funds in Oregon; and

WHEREAS, the Board has received legal counsel on the policies and measures that can be adopted to mitigate the impact of Measure 8 on employees, and is acting in conformance with that counsel and advice;

NOW THEREFORE, BE IT RESOLVED THAT the following policies are adopted:

Section 1. Equal Treatment of Employees

(a) Ballot Measure 8 should not be implemented to cause a substantially disproportionate impact on one group of County employees. More particularly, employees should not lose compensation solely because they are not parties to long-term employment contracts or collective bargaining agreements with the County.

(b) To whatever extent collective bargaining agreements are amended to mitigate the effects of Ballot Measure 8, that same mitigation should be provided to exempt employees by appropriate ordinance, resolution or other action;

(c) County employees should not suffer immediate and substantial reduction in compensation because of the operation of Ballot Measure 8.

(d) Current County policy (Ordinance No. 778, Section V(B)) requires the compensation of exempt employees to be based upon the compensation paid to comparable employees by other employers, as well as the compensation paid to non-exempt employees;

(e) Prompt County action is needed to implement Ballot Measure 8 and its allowance of offsetting actions by the County.

Section 2. Exempt Employee Pay Increases to Mitigate Measure 8 Impacts; Exceptions

The Board has granted pay increases to represented employees in order to offset the impacts of Measure 8. In order to equalize treatment between these employees and those covered by the exempt compensation plan, the following policies shall be implemented as soon as permitted by law:

(a) Effective at the close of business on December 7, 1994, and except as provided in subparagraphs (b) and (c) below, any existing pay rates or ranges for exempt employees as that term is defined in this Section shall be increased by 5.6%, and the pay of such exempt employees shall be increased by the same percentage in lieu of the PERS pickup provided under prior county policy;

(b) The increases referred to in the preceding paragraph shall not apply to the Board of County Commissioners and the Auditor, whose salary is set by formula in the Home Rule Charter of Multnomah County;

(c) Any exempt employee on the effective date of this Resolution who is not then a member of PERS shall receive a salary increase of 5.6% on the date the employee becomes a member of PERS.

(d) Unless otherwise provided by Board action, the base pay and ranges for all exempt employees entitled to a 5.6% pay increase under subparagraph (a) or (c) of this Section shall be increased on July 1, 1997 by .4% of the base pay and ranges in effect on June 30, 1997.

(e) As used in this Section, the term "exempt employee(s)" has the meaning stated in Section II (A), Ordinance No. 740, but shall also

include any employee not covered by collective bargaining agreement, such as less-than-part-time, on-call and temporary exempt employees.

Section 3. Employer Contribution to PERS; Tax Status

Except as otherwise provided by collective bargaining agreement, the following policy shall apply to all county employees who are PERS members or who shall become PERS members:

(a) The expenditures for each employee previously treated as gross salary and PERS contribution shall be combined into a single salary expense and is the "salary" for that employee;

(b) The employee's PERS contribution, together with other required withholdings, shall be withheld from salary;

(c) The employee's PERS contribution withheld from salary shall be paid by Multnomah County in lieu of payment to PERS by the employee, and the employee shall have no option to receive the contributed amount directly; and

(d) For the limited purposes of Internal Revenue Code Section 414(h)(2) and any related federal or state tax policies, the employee's PERS contribution shall be considered "picked up" by Multnomah County as the term "picked up" is used in the Internal Revenue Code. For other purposes, the contribution shall be considered to have been made by the employee.

(e) The W-2 forms for employees shall exclude the PERS contribution mentioned above for tax purposes.

Section 4. Implementation

(a) The deadlines in Measure 8 require prompt action by Multnomah County to carry out these policies and decisions. Any ordinance to amend or repeal existing pay and benefit provisions shall be structured and adopted so that it can go into effect as soon as legally allowed by the Home Rule Charter. Any procedure, policy, practice or custom preventing this immediate effect, including provisions in Resolution 93-358 (Procedural Rules) relating to adoption and time of effect of ordinances, is suspended and shall not apply to actions taken under this Resolution.

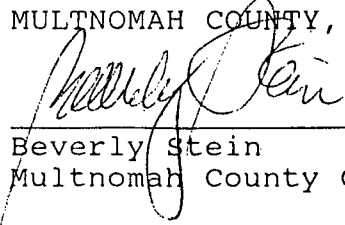
(b) The Personnel Officer is directed to take all actions necessary to implement this Resolution, including preparation and

submission of any appropriate ordinance and notification of appropriate authorities with respect to the county's election under 26 USC Section 414(h)(2).

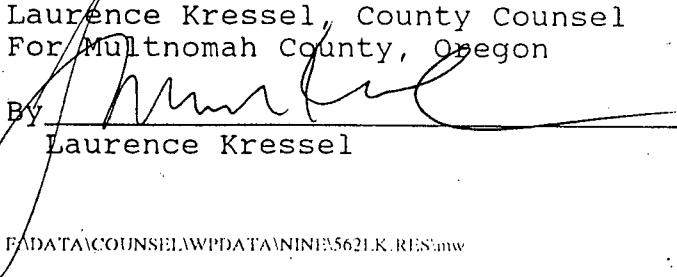


APPROVED this 7th day of December, 1994.

MULTNOMAH COUNTY, OREGON


Beverly Stein
Multnomah County Chair

Laurence Kressel, County Counsel
For Multnomah County, Oregon

By 
Laurence Kressel

F:\DATA\COUNSEL\WPDATA\NINE\5621.K.RES:mw

12/07/94:2

#1

PLEASE PRINT LEGIBLY!

MEETING DATE Dec 7, 1994

NAME

Bill Sizemore, OTU

ADDRESS

8304 SE Stark

STREET

Portland OR 97216

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-3

SUPPORT

OPPOSE

✓ oppose raise

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 12-7-94

NAME

Frank Gearhart

ADDRESS

2103 NE 24th Ct

STREET

Gresham, Or 97030

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-1,2,3 ~

SUPPORT _____

OPPOSE _____

X

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE 12-7-94

NAME JORGE R. GONZALEZ

ADDRESS 322 S.W. 11 #301

STREET

PORTLAND 97205

CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO. R-13

SUPPORT ✓ **OPPOSE**

SUBMIT TO BOARD CLERK

#4

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MEETING DATE 12-7-94

NAME Earl Demersseman

ADDRESS 3869 SW Canby

STREET

CITY PDx

97219
ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

SUPPORT OPPOSE ✓

SUBMIT TO BOARD CLERK

#5

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MEETING DATE 12-7-94

STATION

NAME

ERIC STACHON

ADDRESS

2406 SE FUON

STREET

PDX

97202

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. 8 ^{measure} _{proposed}

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#6

PLEASE PRINT LEGIBLY!

MEETING DATE

12/7/94

NAME

Jim PESCHKA (PESKA)

ADDRESS

5205 SE LAMBERT
STREET

PORT OR 97206

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#7

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MEETING DATE 12-9-94
Whitcomb

NAME

D. Patrick Whitcomb

ADDRESS

8530 S.E. 84th, #707

STREET

Portland, Ore. 97266

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. _____

SUPPORT ☒ **OPPOSE** _____

SUBMIT TO BOARD CLERK

#8

PLEASE PRINT LEGIBLY!

MEETING DATE

12/7/94

NAME

Nancy Beckerman

BETHURM-
um

ADDRESS

1725 N. Schofield St

STREET

D+ld. OR.

CITY

97217

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

#8

SUPPORT

OPPOSE

#8

SUBMIT TO BOARD CLERK

#9

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MEETING DATE 12-7-94

NAME JAMES E. Smith

ADDRESS 1606 NE BOSTON ST

PORTLAND Oregon 97211

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # _____

SUPPORT ☒ _____ OPPOSE _____

SUBMIT TO BOARD CLERK

#10

PLEASE PRINT LEGIBLY!

MEETING DATE 12-7-94

NAME

Tom O'Connor

ADDRESS

2632 SE Salmon

STREET

Port

CITY

Ore

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-1, R-2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 12.07.94

NAME

DAVID J. REDLICH

ADDRESS

3944 S.W. CONDOR AVE.

STREET

PORTLAND OR
CITY

97201
ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. Measure 8
SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

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#12

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MEETING DATE

12/7/94

NAME

GARY BIAZZO

ADDRESS

PO BOX 90264

STREET

PORTLAND, OR. 97290

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#13

PLEASE PRINT LEGIBLY!

MEETING DATE Dec 7-1994

NAME

JOE Devaemnick

ADDRESS

4945 NE 37

STREET

Portland OR 97211

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R12

SUPPORT X **OPPOSE**

SUBMIT TO BOARD CLERK

#14

PLEASE PRINT LEGIBLY!

MEETING DATE 12/7/94

NAME

Lorna Schilling

ADDRESS

2930 SE Woodward

STREET

Portland

CITY

97202

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. _____

SUPPORT ☒

OPPOSE ☐

SUBMIT TO BOARD CLERK

#15

PLEASE PRINT LEGIBLY!

MEETING DATE 12-7-94

NAME

DOUGLAS G. ELLIS

ADDRESS

6227 N LOVELY ST
STREET

PORTLAND 97203
CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO. _____

SUPPORT ✓ **OPPOSE** _____

SUBMIT TO BOARD CLERK

#16

PLEASE PRINT LEGIBLY!

MEETING DATE 12/7/94

NAME John Niemeyer NIEMEYER

ADDRESS 6342 S.W Macadam

STREET

Portland 97201

CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO.

SUPPORT **OPPOSE** ✓

SUBMIT TO BOARD CLERK

Meeting Date: DEC 07 1994
Agenda No: R-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Exempt employee wages and benefits.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 7, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: 248-3113

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

An ordinance adjusting exempt employee wages and benefits in order to carry out Measure 8, and to equalize benefits for exempt and non-exempt employees; repealing certain provisions in Ordinance 740 relating to pension benefits, increasing salaries and salary ranges for exempt employees, and declaring an emergency.

Minimal fiscal impact, if any. Salary increase will replace PERS pickup currently granted to employees.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steen

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

CLERK OF
COUNTY COMMISSIONERS
1994 DEC - 1 PM 3:28
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

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

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Laurence Kressel (106/1530) *LK*
County Counsel

DATE: December 5, 1994

SUBJECT: Measure 8; Proposed Salary Increases

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

Since my own pay would be affected by some of the Board actions on this week's agenda, I contracted with outside legal counsel to advise the Board on the related Measure 8 questions. The opinion of outside counsel is enclosed for your review.

Mr. Sercomb will attend the wednesday hearing and be available to respond to your questions.

cc Sheriff
District Attorney
Auditor

1994 DEC - 5 PM 3:57
MULTNOMAH COUNTY
OREGON



PRESTON GATES & ELLIS
ATTORNEYS

RECEIVED

DEC 05 1994

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OR

MEMORANDUM

To: Multnomah County Chair and Commissioners

From: Timothy J. Sercombe

Date: December 5, 1994

Subject: Compensation of Exempt Employees - Legal Issues

Questions Presented:

1. Can the Multnomah County Board of County Commissioners (Board) increase the salaries of exempt employees in order to offset the requirement of employee PERS contribution imposed by Ballot Measure 8?
2. Can the Board increase the salaries of exempt employees by resolution, as opposed to acting by ordinance?
3. If the County acts by an ordinance and the ordinance contains an emergency clause but is adopted without unanimous consent, when does the ordinance go into effect?
4. Under newly-adopted Oregon Constitution Article IX, Section 10(3) can an ordinance increasing salaries for the purpose of offsetting the mandated employee contribution to retirement plans under Section 10(1) be adopted before January 1, 1995 but not go into effect until after that date and still be effective?

Answers:

1. The Board has charter authority to enact salary increases for its employees. That authority is not preempted or affected by state law until January 1, 1995. On and after that date, Article IX, Section 10(3) of the Oregon Constitution will prevent the Board from taking compensation actions "for the purpose of offsetting or compensating an employee" for the PERS contribution obligation imposed by law.
2. The Board should act by ordinance to increase the salaries of exempt employees.

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3. An emergency ordinance takes effect immediately upon being signed by the Board Chair. An emergency ordinance may be adopted at a single meeting by unanimous consent or after consideration at two meetings of the Board under Multnomah County Charter Section 5.30(1).
4. An ordinance increasing salaries and adopted before January 1, 1995 may operate to offset the employee contribution to a retirement plan required by Oregon Constitution Article IX, Section 10(1), even if the ordinance does not take effect until after January 1, 1995.

Analysis:

Introduction:

Multnomah County is considering implementation of Measure 8, adopted by the voters at the November 8, 1994 election. The measure amends the Oregon Constitution to require government employees subject to retirement plans to contribute "an amount equal to six percent of their salary or gross wage" to that plan. Oregon Constitution, Article IX, Section 10(1).

The measure restricts the authority of state and local governments to subsidize these retirement plan contributions. It amends Article IX, Section 10 to add the following subsections:

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

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

Measure 8 adds other provisions to Article IX forbidding a guarantee of return on funds in a government retirement system or plan or increasing retirement benefits because of unused sick leave.

Currently, Multnomah County pays or "picks up" the employee contribution to the Public Employees' Retirement System (PERS) for its exempt employees. Multnomah County Ordinance No. 275, adopted July 23, 1981; Ordinance No. 740, Section XVIII(C). Absent any change to the current compensation system, Measure 8 will eliminate this employee benefit and lower the take-home pay for these employees. The Board is considering the form and substance of action to increase employee compensation to offset the new retirement plan contribution obligation and to

keep the compensation of exempt employees comparable to the compensation for employees under agreements not disturbed by the measure.¹

The compensation of exempt employees is set by a number of ordinances. Ordinance No. 740, adopted December 3, 1992, states the benefits of employment for these employees. Section III of that ordinance states that, "[n]o exempt employee shall receive any pay or other employee benefits except as provided by resolution or ordinance." Section XVIII(C) requires the County to assume or "pick up" the PERS 6% of salary contribution.

Ordinance No. 778, adopted December 9, 1993, enacts policies on pay administration for employees not covered by collective bargaining agreements. Section V of the ordinance provides that,

(A) The compensation plan for exempt employees shall include a pay range consisting of a minimum and a maximum base rate for each exempt classification. The ranges and any changes thereto shall be approved by the Board of County Commissioners.

(B) The Personnel Officer shall be responsible for developing and presenting annual compensation plan adjustment recommendations to the Board of County Commissioners. These recommendations shall be based on periodic surveys of comparable employers, internal classification relationships, financial constraints, and/or actual or anticipated pay adjustments for non-exempt employees.

The ordinance provides for a "results-oriented merit evaluation system" and other pay policies. Section IX(A) and (C) state that,

(A) No exempt employee shall be paid at a base rate which is less than the minimum or more than the maximum base rate for the employee's classification.

(C) Range Adjustments. Whenever the Board of County Commissioners adopts changes in the compensation plan for an exempt classification, the implementing Ordinance shall specify the effect upon employees in that classification.

¹ The County is obliged to pay the PERS contribution for certain employees under existing collective bargaining agreements. This obligation continues notwithstanding the operation of Measure 8. The Contracts Clause of the federal constitution limits the authority of states to pass laws that impair obligations of existing contracts. U.S. Constitution, Article I, section 10. One immediate effect of Measure 8 in many jurisdictions is to create a disproportionate impact between employees subject to contracts providing for employer PERS contributions and employees not subject to group or individual contracts.

Under Ordinance No. 778 and its predecessors, the County has for some time set pay ranges for exempt employees by ordinance. The current enactment, Ordinance No. 792, was adopted June 16, 1994. It sets a minimum, maximum and mid-range salary amount for each job title or classification.

Authority to Set Compensation.

You first ask whether the Board is empowered to make individual and group compensation decisions for the County. We advise that the Board has that power.

Multnomah County has reserved authority to itself over "matters of county concern to the fullest extent granted or allowed by the constitutions and laws of the United States and the State of Oregon." Multnomah County Charter (Charter) § 2.10(1). The compensation of county employees is a matter of county concern. Thus, employee compensation is a proper subject of County action.

The Charter vests the "legislative power of the county," as well as "[a]ny other power of the county not vested by the charter elsewhere" in the Board of County Commissioners. Charter § 2.20. *See also*, ORS 203.111 and 203.240. The Charter does not allocate compensation determinations to any other entity or officer of the County. Therefore, the Board is the proper agency of the County to make compensation decisions.²

The only remaining issue, then, is whether this Board authority to set compensation for its employees is limited by state law. State law regulates employee compensation in a variety of ways. The new provisions of Article IX, section 10 of the Oregon Constitution under Measure 8, however, are the relevant limitation on the Board's power to set compensation levels for its employees.

The limitations on the authority of the Board to set or adjust compensation for its employees that are imposed by Measure 8 do not go into effect until January 1, 1995. As noted earlier, the measure amends the state constitution to limit the authority of the County to contract or agree to make retirement plan contributions for its employees or to increase compensation to offset for employee retirement plan contributions. These limitations on authority go into effect

² Section 2.20 of the Charter allows that the Board may delegate non-legislative decision making to other entities or officers. The Charter only mandates that compensation of the board chair and the commissioners be decided by the Board. Charter § 4.30.

"[o]n and after January 1, 1995." Until that time, the authority of the Board to adjust compensation for its employees to offset for the employee contribution mandate is unrestricted.³

Thus, the Board has authority under the Charter to adjust the compensation of its employees.

Form of Action to Increase Salaries of Exempt Employees.

Your second question is whether the Board must act by ordinance in adjusting the compensation for exempt employees to ameliorate the effects of Measure 8. We assume this enactment would increase the salaries of current and future exempt employees to allow employee contribution of this salary increase to PERS.

In order to do this, the ranges presently set by Ordinance No. 792 would need to be adjusted. The adjustment is required because Section IX of Ordinance No. 778 prevents payment of "more than the maximum base rate for the employee's classification" and the maximum base rate is set by Ordinance No. 792. Presumably, some exempt employees are being paid near the top of their range. Without adjustment to these enactments, a uniform raise could require payment to some employees in violation of the current ordinances. Moreover, the minimum base rates would require amendment to adjust the entry level compensation for new employees.

We believe the enactment of these salary adjustments and policies should occur by ordinance for several reasons. First, the enactment operates to change existing ordinances. As noted in 6 *McQuillin on Municipal Corporations* § 21.04, p. 246 (3rd ed. 1989), "[t]he general rule is that an ordinance cannot be amended, repealed or suspended by an order or resolution, or other act by a council of less dignity than the ordinance itself."⁴ The proposed enactment would require revision of Ordinance No. 792 and adoption of a new compensation plan.

Second, Ordinance No. 778 contemplates that salary amounts and ranges are to be adopted by ordinance. Section IX(C) notes that whenever a change in the compensation plan for

³ The measure plainly contemplates that local governments may take action between December 8, 1994 (the date the measure takes effect) and January 1, 1995 to increase or adjust compensation of public employees. Otherwise, the time when this authority is limited would be the same as the time when the employee contribution mandate takes effect (December 8).

⁴ We have found no Oregon decisions applying this "equal dignity" rule. However, it is often cited and used in other jurisdictions. For example, in *City of Panhandle v. Bickle*, 31 SW2d 843 (Tex Civ App 1930) the court notes that, "[i]t is the universal rule that an ordinance can be repealed only by ordinance and not by resolution or order or motion of the city council not passed and published with the same formality as an ordinance."

an exempt classification occurs, the "implementing Ordinance" must specify the effects on employees in that classification.

Third, general precedents on the distinctions between ordinances and resolutions suggest that the proper form of action here is to act by ordinance.⁵ As noted in *McQuillin, supra*, § 15.02, p. 55,

... [A] resolution deals with matters of a special or temporary character; an ordinance prescribes some permanent rule of conduct or government, to continue in force until the ordinance is repealed. An ordinance is distinctively a legislative act; a resolution, generally speaking, is simply an expression of opinion or mind or policy concerning some particular item of business coming within the legislative body's official cognizance, ordinarily ministerial in character and relating to the administrative business of the municipality. Thus, it may be stated broadly that all acts that are done by a municipal corporation in its ministerial capacity and for a temporary purpose may be put in the form of resolutions, and that matters on which the municipal corporation desires to legislate must be put in the form of ordinances. It may further be stated broadly that charters contemplate that all legislation creating liability or affecting in any important or material manner the people of the municipality should be enacted by ordinances

Oregon case law supports these principles: *Baker v. City of Milwaukie*, 271 Or 500, 511, 533 P2d 772 (1975) (quoting with approval portions of the above excerpt); *Rowley v. City of Medford*, 132 Or 405, 414-15, 285 P 1111 (1930); *Campbell v. City of Eugene et al.*, 116 Or 264, 240 P 418 (1925); *Thornton v. Portland Ry. L. & P. Co.*, 63 Or 478, 484, 128 P 850 (1912). See also, *Herbert v. Town of Mendon*, 617 A2d 155 (Vt. 1992); *North Bergen Tp. v. Jersey City*, 232 N.J. Super. 219, 556 A2d 1255 (1989); *Inlet Associates v. Assateague House*, 545 A2d 1296 (Md. 1988).

Applying these principles to the compensation adjustments here, a court would likely find that the action needed to be taken by ordinance because it prescribes permanent rules of

⁵ The form of action determination is contextual however. Merely because Multnomah County may need to take action in this regard by ordinance does not mean that all of its actions affecting compensation must be by ordinance. Nor does it mean that counties with different compensation arrangements must take their compensation actions by ordinance. Our conclusion is more limited - that Multnomah County must take this particular compensation action by adopting an ordinance.

compensation which continue until the ordinance is changed. The compensation arrangements create future liabilities of the County both as to current and future employees.⁶

The conclusion that this type of enactment is required to be done by ordinance is supported by past County practice and decisions. Since 1980, the Board has adopted nearly 40 ordinances affecting the salary ranges and compensation of exempt employees. The Board has acted annually to adjust the range for the exempt classifications. It appears that all actions to adjust the ranges or provide for other generic compensation have been done by ordinance. Ordinances have been used to set the salary for smaller groups of employees such as the clerk and assistant clerk to the Board (Ordinance No. 444), employees in the sheriff's office (Ordinance No. 666) and library employees (Ordinance No. 710).

We recognize that Ordinance No. 740, Section III states that no exempt employee may receive pay or benefits "except as provided by resolution or ordinance." Arguably, this contemplates some aspects of compensation being set by resolution. However, the section may just as easily contemplate that salary determinations are done by ordinance and some other types of compensation are allowed by resolution (e.g., allowing travel allowances for out-of-town functions or events). In view of this construction, and the many reasons suggesting action be

⁶ The conclusion that salary adjustments should be taken by an ordinance does not mean that the ordinance is referable. Cases from other jurisdictions are split on whether a salary ordinance can be referred. As noted in *City of Lawrence v. McArdle*, 214 Kan 862, 522 P2d 420, 425 (1974) the cases "offer no clear guidelines for classifying salary ordinances" as subject to initiative or referendum. The court noted that, "[i]t appears that Illinois, Iowa, Georgia, Ohio and Utah have held that ordinances of this kind are administrative and thus not within the initiative power, while Texas, South Dakota, Washington, Missouri and Alabama taken the opposite view. California courts have gone both ways." An annotator observed that "the decided cases are in confusion on the subject" and that it is "impractical to attempt to reconcile them." Annotation, "Character or subject matter of ordinance within operation of initiative and referendum provisions," 122 ALR 769, 782 (1939). As a matter of Oregon law, whether the ordinance could be referred depends upon whether it implements as opposed to creates policy. *Foster v. Clark*, 309 Or 464, 790 P2d 1 (1990); *United Citizens v. Environmental Quality Comm.*, 104 Or App 51, 799 P2d 655 (1990); *Monahan v. Funk*, 137 Or 580, 584, 3 P2d 778 (1931). If the compensation ordinance implemented policy declared in separate ordinance or resolution, as is proposed here, a court would likely find it not to be referable. It is common to set compensation policy by resolution. As noted by Arp, Hansen and St. Thomas, "Legislation and Governing Body Proceedings" in *Oregon Local Government Law* (OLI 1993) at § 6.42, p. 6-18 in commenting on subjects for resolution as opposed to ordinance, "Examples of subject matter usually suited to the resolution form are policy statements regarding employee salary schedules, setting hearings, and ratifying contracts."

taken by ordinance, it would be improper to take the salary action by resolution because of Ordinance No. 740.

We also understand that some other counties are adjusting compensation ranges by order or resolution. Again, the context of the action is critical. Other counties may not have adopted compensation plans by ordinance.

There is a limited time within which to take ameliorative actions under Measure 8. If the County acted by resolution, that action might be overturned because it was adopted with less than ordinance formalities. It would be too late to adopt an ordinance by then. It seems more prudent to act by ordinance if a substantial argument exists that an ordinance is needed. An ordinance will not be voided because the proper form of action was a resolution.

In sum, the proposed action amends or replaces existing ordinances. Current enactments of the County describe the proposed action as one to be done by "implementing ordinance." The common law distinctions between ordinance and resolution suggest an ordinance form. The County has taken similar actions over 40 times consistently by ordinance. There is some risk in not acting by ordinance. There is little risk in acting by ordinance. For these reasons, we conclude that a generic action affecting the compensation and salary ranges of all current and future exempt employees should be done in ordinance form.

Time of Effect of Compensation Ordinance.

Article IX, Section 10(3) of the Oregon Constitution will prohibit local governments from contracting or otherwise agreeing to increase employee compensation for purposes of offsetting the retirement plan contribution requirement imposed by the article. This restriction applies to local government actions on and after January 1, 1995. Assuming County adoption of a compensation ordinance in December, 1994, you ask whether that ordinance might be effective before the turn of the year if it is adopted with less than unanimous consent.

We believe that it can. The Multnomah County Charter allows an emergency ordinance to be adopted in two meetings by a majority vote of the Board and go into effect immediately upon its signing by the Board Chair. The Multnomah County Charter prescribes two methods to adopt ordinances in Section 5.30. The normal method requires two readings during regular meetings of the Board on two different days at least six days apart. Section 5.30(1). Alternatively, an ordinance to meet an emergency may be adopted at a single meeting by unanimous consent of all present board members. Section 5.30(3).

The Charter, however, does not require unanimous consent to adopt an emergency ordinance, only unanimous consent to adopt an emergency ordinance *at a single meeting*. If an emergency ordinance is adopted with two readings on separate occasions it could go into immediate effect without unanimous consent. Section 5.50(2) provides that,

An emergency ordinance may take effect immediately upon being signed by the chair of the board of commissioners.

Again, this is true whether or not the ordinance is adopted at a single meeting by unanimous consent.

By contrast, some local charters or adopted municipal processes require a super-majority vote or unanimous consent to adopt an emergency clause in an ordinance. These laws distinguish between the unanimity required to consider an ordinance at one sitting and the special vote requirement for an ordinance to take immediate effect. For example, absent a contrary provision in the charter, an emergency ordinance for a city must be approved by a three-quarter vote of the council. ORS 221.310. The Multnomah County Charter, however, does not prescribe this formality for adoption of an emergency clause.⁷

Thus, absent any other applicable procedural requirement, if the compensation ordinance is given first and second readings, and if it contains an emergency clause, it may go into effect immediately upon execution by the Board Chair or at a date in the future.⁸

⁷ Similarly, ORS 198.550(3) requires that "[t]he unanimous approval of all members of the board [of a special district] at the meeting, a quorum being present, is required to adopt an emergency ordinance." Other charters or laws requiring unanimity for the adoption of an emergency ordinance (in addition to or as opposed to adoption of an ordinance at a single meeting) include the City of Portland Charter ("The unanimous vote of all members of the council present, and of not less than four (4) members shall be required to pass an emergency ordinance."), the City of Eugene Charter (ordinance takes effect thirty days after adoption unless emergency clause "is approved by the affirmative vote of two-thirds of the members of the council") and the Metro Charter (immediate effect of ordinance requires approval of emergency clause "by the affirmative vote of two-thirds of all councilors"). The distinction between charter provisions for single meeting ordinance adoption and emergency clause adoption requirements was noted by the Oregon Supreme Court in *Greenberg v. Lee*, 196 Or 157, 178, 248 P2d 324 (1952).

⁸ This reading of the Charter appears to be confirmed by the Board Rules of Procedure for Conduct of Meetings, adopted by order on March 20, 1986. Section 15C of the Rules provides that,

C. Emergency Ordinances. An ordinance to meet an emergency may be introduced, read once as provided in subsection B, a hearing held thereon, and adopted at a single regular or special meeting upon unanimous consent of all board members present. (Charter, 5.30(3)) *An emergency ordinance which fails to receive the unanimous consent of all board members present shall be considered an emergency ordinance requiring two readings, and may be moved to its second*

Adoption of Compensation Ordinance Effective After January 1, 1995.

Assuming that a compensation ordinance is adopted as a nonemergency ordinance, Section 5.50(1) of the Charter states that the ordinance goes into effect on the 30th day after it is signed by the Board Chair unless it prescribes a later date or is referred by the voters. You ask if a salary ordinance goes into effect later than January 1, 1995, and if the ordinance contains salary increases to offset employee retirement plan contributions, will the ordinance be limited by Measure 8?

The answer is not clear. We read Measure 8, however, to limit only government actions taken after January 1, 1995. So long as Board actions on a salary ordinance occur before January 1, 1995, the compensation plan will not offend Measure 8.

The measure amends Article IX, Section 10 of the Oregon Constitution to limit two types of government actions. Both of the actions must occur "[o]n or after January 1, 1995." The measure states that governmental entities shall not "contract or otherwise agree to make payment or contribution to a retirement system or plan" to relieve the employee contribution mandate or "contract or otherwise agree to increase any salary, benefit or other compensation payable to an employee for the purpose of offsetting or compensating an employee" for that obligation.

reading in accordance with the procedures set forth for nonemergency ordinances in subsection B. Emergency ordinances may take effect immediately upon being signed by the county executive (Charter, 5.50(2)) or upon the override of the veto of the county executive.

(Emphasis supplied.) This same distinction was made in the Board's February 7, 1991 procedural rules.

In 1993, however, under Resolution No. 93-358, the Board arguably adopted a restriction on the adoption of emergency ordinances. In Section 11G of the rules of procedure adopted by that resolution, if the vote for adoption at a single meeting for an emergency ordinance is not unanimous, "the proposed ordinance may be scheduled for a second reading and may at that reading be approved *as a non-emergency ordinance* by majority vote." The highlighted language may mean that the two-reading approval process for the emergency ordinance is the same process "as a non-emergency ordinance." Or it may mean that an emergency ordinance cannot be adopted except through a single meeting process. If the Board, however, wishes to adopt an emergency compensation ordinance to affect compensation before 30 days after enactment and unanimity is not possible, it should suspend this procedural rule by resolution.

These provisions appear to limit discrete governmental acts, specific contractual agreements relating to "an employee." By implication, specific or generic actions of a governmental entity prior to January 1, 1995 are not limited. We read the new law to allow contractual actions or legislative acts taken before January 1, 1995 but which go into effect on or after that date and which affect salaries of governmental employees. So long as no affirmative act of the government is necessary on or after January 1, 1995 to increase the salary or salary range of employees, Article IX, Section 10(3) does not affect promises made or laws adopted before that date.

Again, this reading of the constitutional provision is tentative and not without vulnerability to a different construction. The understanding of Measure 8 is evolving. The County would be wise to adopt salary policy which goes into effect prior to January 1, 1995 to avoid any risk on this issue.

Our engagement is to provide advice to both the Board collectively and to individual commissioners personally. To this end, we have reviewed the resolution and ordinance scheduled for consideration on December 7. We advise that if these enactments are adopted, salary increases allowed by the measures will be lawful expenditures of public funds under the mandates of Measure 8.

We appreciate the opportunity to provide advice on these issues. If you have additional questions, or seek a refinement of the analysis set out in this opinion, please do not hesitate to inquire.

ORDINANCE FACT SHEET

Ordinance Title: Ordinance adjusting exempt employee wages and benefits and declaring an emergency.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefitted, other alternatives explored):

An ordinance adjusting exempt employee wages and benefits in order to carry out Measure 8, and to equalize benefits for exempt and non-exempt employees; repealing certain provisions in Ordinance 740 relating to pension benefits, increasing salaries and salary ranges for exempt employees, and declaring an emergency.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Marion, Lane, and Yamhill counties; various other public employers, such as School District, Metro, and Clackamas County are considering this type of action.

What has been the experience in other areas with this type of legislation?

N/A.

What is the fiscal impact, if any?

Minimal fiscal impact, if any. Salary increase will replace PERS pickup currently granted to employees.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Curtis Smith by SSA


Planning & Budget Division (if fiscal impact): B. Brown

Department Manager/Elected Official: _____

RECEIVED
DEC 06 1994
BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

M E M O R A N D U M

TO: Bill Farver, Assistant to Chair

FROM: Laurence Kressel (106/1530) 
County Counsel

DATE: December 6, 1994

SUBJECT: Measure 8; Technical Amendments to
Proposed Resolution and Salary Ordinance

Since filing of the Resolution and Ordinance last week, a few technical problems have surfaced. These should be addressed by amendments proposed by a member of the BCC. Perhaps Curtis could present them first.

1. The Resolution (R-12)

Evidently, the prosecuting attorneys have decided not to accept the county's contract proposal. If so, the Resolution ought to be amended as follows:

1. Amend Section 3, the first two lines to read:

"Except as otherwise provided by collective bargaining agreement, the following policy shall apply to all county employees who are PERS members or who shall become PERS members:
[underlined words are new]

This change in language will make clear that the prosecuting attorneys continue to receive the PERS pickup during the life of their contract; the county will continue to treat the benefit as a pickup, not as salary.

The amendment is unnecessary if the prosecuting attorneys decide at the last minute to accept the county's contract amendment proposal.

2. The Ordinance (R-13)

Two technical amendments to R-13 should be made at the first reading. Here they are:

1. Amend the first sentence in Section II (page 1, line 24-25) to read as follows:

[words in brackets are deleted; underlined words are new]

"[Effective December 16, 1994,] Sections XVIII (C), (D) and (E) of Ordinance No. 740 are repealed. The effective date for this repeal is (1) the close of business on December 7, 1994 with respect to exempt employees as that term is defined in Section III (E) of this Ordinance, and (2) December 10, 1994 for temporary employees."

There are two reasons for this change. First, the filed ordinance had December 16, 1994 as the effective date. That date was a mistake.

The correct date is December 7, 1994, at least for most exempt employees.

The second reason for the change, however, is that the Payroll Division has found a glitch with respect to temporary employees. Because of the way they are paid, it makes more sense to make the ordinance effective for them on December 10, not December 7.

This has to do with automated payroll and the special setup for this group of employees. Mindy Harris can explain.

2. Amend Section III (page 2, line 24) to add the following:

"However, the effective date for the increase to temporary employees shall be December 10, 1994, to facilitate automated pay administration for such employees."

This change is for the same reason discussed immediately above.

I do not think the Resolution must be amended to change the effective dates for temporary employees. The specific dates in the ordinance will control. (The ideal would be total consistency between R-12 and R-13. But in this context, it is also probably true that the fewer amendments the BCC must make the better.)

cc Curtis Smith
Mindy Harris
Ken Upton

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance adjusting exempt employee wages and benefits in order to carry out Measure 8 and to equalize benefits for nonexempt and exempt employees; repealing certain provisions in ordinance No. 740 relating to pension benefits; increasing salaries and salary ranges for exempt employees; and declaring an emergency.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section I. Purpose.

A. Measure 8 was adopted by the voters at the November 8, 1994 general election.

B. In response to Measure 8, the Board has adopted a Resolution setting forth policy for carrying out the measure.

C. This ordinance carries out the policy stated in the Resolution and is a part of the plan to mitigate the measure's impact on employees.

Section II. Repeal.

Effective December 16, 1994, Sections XVIII (C), (D) and (E) of Ordinance No. 740 are repealed. (The entire section is reprinted below for reader convenience. Shaded language is to be

12/02/94:1

1 deleted).

2 Section XVIII. Pensions.

3 (A) This ordinance does not affect any benefits
4 which Library exempt employees may have been previously
5 awarded under the Library Association of Portland pension
6 plan.

7 (B) Exempt employees shall be eligible for
8 participation in the Oregon Public Employees Retirement
9 System (PERS) pursuant to ORS 237.

10 (C) In addition to the salaries paid to exempt
11 employees, and in lieu of employee contributions to PERS
12 required by ORS 237.071, the County shall assume or "pick
13 up" the uniform six percent (6%) of salary contribution
14 as provided by ORS 237.075.

15 (D) The full amount of required contributions
16 "picked up" as provided in this section shall be
17 considered as salary under ORS 237.003(8) only for the
18 purpose of computing an employee member's final average
19 salary under ORS 237.003(12).

20 (E) The full amount of required contributions
21 "picked up" in this section shall be added to an
22 employee's individual account balance for his/her annuity
23 and shall be considered to be employee contributions for
24 all other purposes of ORS 237.

25 Section III. Pay Range Adjustments; Effect on Employees.

26 (A). Effective at the close of business on December 7, 1994, and
except as provided in subparagraphs (B) and (C) below, any existing
pay rates or ranges for exempt employees as that term is defined in
this Section shall be increased by 5.6%, and the pay of such exempt
employees shall be increased by the same percentage in lieu of the
PERS pickup provided under prior county policy.

(B). The increases referred to in the preceding paragraph shall

12/02/94:1

(B). The increases referred to in the preceding paragraph shall not apply to the Board of County Commissioners and the Auditor, whose salary is set by formula in the Home Rule Charter of Multnomah County.

(C) Any exempt employee on the effective date of this Resolution who is not then a member of PERS shall receive a salary increase of 5.6% on the date the employee becomes a member of PERS.

(D) Unless otherwise provided by Board action, the base pay and ranges for all exempt employees granted a 5.6% pay increase under paragraphs (A) or (C) of this Section shall be increased on July 1, 1997 by .4% of the base pay and ranges in effect on June 30, 1997.

(E) As used in this section, the term "exempt employee(s)" has the meaning stated in Section II (A), Ordinance No. 740, but shall also include any employee not covered by collective bargaining agreement, such as less-than-part time, on-call and temporary exempt employees.

Section V. Emergency Clause.

This Ordinance, being necessary for the health, safety, and welfare of the people of Multnomah County, an emergency is declared, and the Ordinance shall take effect December 7, 1994, pursuant to Section 5.50 of the Charter of Multnomah County.

Section VI Savings Clause

In the event this ordinance is for any reason declared by a

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1 court of competent jurisdiction to be ineffective as an emergency
2 ordinance, the ordinance shall be deemed a nonemergency ordinance
3 and shall take effect in accordance with section 5.50 of the
4 Charter of Multnomah County; provided, however, that sections II
5 through V shall be retroactive to the close of business on December
6 7, 1994.

7
8 APPROVED this _____ day of _____, 1994, being
9 the date of its _____ reading before the Board of County
10 Commissioners of Multnomah County, Oregon.

11 MULTNOMAH COUNTY, OREGON

12
13 _____
14 Beverly Stein
Multnomah County Chair

15 REVIEWED:

16 Laurence Kressel, County Counsel
17 For Multnomah County, Oregon

18 By _____

19 Laurence Kressel

20 F:\DATA\COUNSEL\WPDATA\NINE\557LK.ORD\mw
21
22
23
24
25
26

12/02/94:1



MULTNOMAH COUNTY OREGON

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1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

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

M E M O R A N D U M

TO: Clerk of the Board

FROM: Laurence Kressel (106/1530) *LK*
County Counsel

DATE: December 8, 1994

SUBJECT: Exempt Pay Ordinance; Resolution

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

Enclosed is the exempt pay ordinance as amended at the first reading on 12/7/94. This should be on next week's regular agenda for second reading.

Also enclosed is the amended Resolution adopted 12/7/94. This is now ready for signature. Note also that, according to the Resolution, section 4(b), the Resolution must be sent to PERS by the Personnel Officer (Chair). I would recommend that this task be delegated to Curtis Smith, and would request that Curtis send me a copy of his transmittal letter to PERS. This must be done promptly for tax reasons, and in no event later than January 5, 1995.

BOARD OF
COUNTY COMMISSIONERS
1994 DEC - 8 PM 12:01
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance adjusting exempt employee wages and benefits in order to carry out Measure 8 and to equalize benefits for nonexempt and exempt employees; repealing certain provisions in ordinance No. 740 relating to pension benefits; increasing salaries and salary ranges for exempt employees; and declaring an emergency.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section I. Purpose.

A. Measure 8 was adopted by the voters at the November 8, 1994 general election.

B. In response to Measure 8, the Board has adopted a Resolution setting forth policy for carrying out the measure.

C. This ordinance carries out the policy stated in the Resolution and is a part of the plan to mitigate the measure's impact on employees.

D. The Board has received legal counsel on the policies and measures that can be adopted to mitigate the impact on employees. This Ordinance is in conformance with that legal counsel and advice.

Section II. Repeal.

Sections XVIII (C), (D) and (E) of Ordinance No. 740 are

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MULTNOMAH COUNTY COUNSEL
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P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

1 repealed. The effective date for this repeal is (1) the close of
2 business on December 7, 1994 with respect to exempt employees as
3 that term is defined in Section III (E) of this Ordinance, and (2)
4 December 10, 1994 for temporary employees. (The entire section is
5 reprinted below for reader convenience. Shaded language is to be
6 deleted).

7 Section XVIII. Pensions.

8 (A) This ordinance does not affect any benefits
9 which Library exempt employees may have been previously
10 awarded under the Library Association of Portland pension
11 plan.

12 (B) Exempt employees shall be eligible for
13 participation in the Oregon Public Employees Retirement
14 System (PERS) pursuant to ORS 237.

15 (C) In addition to the salaries paid to exempt
16 employees, and in lieu of employee contributions to PERS
17 required by ORS 237.071, the County shall assume or "pick
18 up" the uniform six percent (6%) of salary contribution
19 as provided by ORS 237.075.

20 (D) The full amount of required contributions
21 "picked up" as provided in this section shall be
22 considered as salary under ORS 237.003(8) only for the
23 purpose of computing an employee member's final average
24 salary under ORS 237.003(12).

25 (E) The full amount of required contributions
26 "picked up" in this section shall be added to an
employee's individual account balance for his/her annuity
and shall be considered to be employee contributions for
all other purposes of ORS 237.

27 Section III. Pay Range Adjustments; Effect on Employees.

28 (A). Effective at the close of business on December 7, 1994,
29 and except as provided in subparagraphs (B) and (C) below, any
30 existing pay rates or ranges for exempt employees as that term is

12/07/94:2

1 defined in this Section shall be increased by 5.6%, and the pay of
2 such exempt employees shall be increased by the same percentage in
3 lieu of the PERS pickup provided under prior county policy.
4 However, the effective date for the increase to temporary employees
5 shall be December 10, 1994 to facilitate automated pay
6 administration for such employees.

7 (B). The increases referred to in the preceding paragraph
8 shall not apply to the Board of County Commissioners and the
9 Auditor, whose salary is set by formula in the Home Rule Charter of
10 Multnomah County.

11 (C) Any exempt employee on the effective date of this
12 Resolution who is not then a member of PERS shall receive a salary
13 increase of 5.6% on the date the employee becomes a member of PERS.

14 (D) Unless otherwise provided by Board action, the base pay
15 and ranges for all exempt employees granted a 5.6% pay increase
16 under paragraphs (A) or (C) of this Section shall be increased on
17 July 1, 1997 by .4% of the base pay and ranges in effect on June
18 30, 1997.

19 (E) As used in this section, the term "exempt employee(s)"
20 has the meaning stated in Section II (A), Ordinance No. 740, but
21 shall also include any employee not covered by collective
22 bargaining agreement, such as less-than-part time, on-call and
23 temporary exempt employees.

24
25 Section V. Emergency Clause.

26 This Ordinance, being necessary for the health, safety, and

12/07/94:2

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welfare of the people of Multnomah County, an emergency is declared, and the Ordinance shall take effect December 7, 1994, pursuant to Section 5.50 of the Charter of Multnomah County.

Section VI Savings Clause

In the event this ordinance is for any reason declared by a court of competent jurisdiction to be ineffective as an emergency ordinance, the ordinance shall be deemed a nonemergency ordinance and shall take effect in accordance with section 5.50 of the Charter of Multnomah County; provided, however, that sections II through V shall be retroactive to the close of business on December 7, 1994.

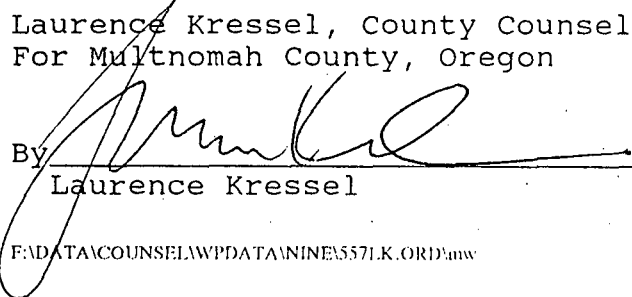
APPROVED this _____ day of _____, 1994, being the date of its _____ reading before the Board of County Commissioners of Multnomah County, Oregon.

MULTNOMAH COUNTY, OREGON

Beverly Stein
Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel
For Multnomah County, Oregon

By 
Laurence Kressel

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12/07/94:2

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Beverly Stein, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
P.O. Box 14700
Portland, Oregon 97204
(503) 248-3308

Statment of Multnomah County Chair Beverly Stein Regarding Implementation of Ballot Measure 8 December 7, 1994

Allowing Measure 8 to reduce salaries is business as usual. I was not elected to do business as usual. I believe I received 70% of the vote in Multnomah County because I promised that we would transform government -- making it more responsive, increasing its productivity and quality and getting rid of unnecessary bureaucracy.

We have just started to make the changes which will accomplish these goals. We have far to go. We have to examine the civil service system; we have to evaluate the myraid of narrow job descriptions we have; we have to dramatically increase our ability to measure the effects of what we're doing and get rid of what's not working.

These things cannot be done without the enthusiasm of workers and the cooperation of unions. Neither will be forthcoming if we reduce salaries by 6%. I think our labor force is well aware that the action we are taking today is controversial and is taken at significant political peril by those of us voting for it. And I expect that this recognition will translate into a level of cooperative effort which will allow us to radically transform how government works.

I have heard many comments about Measure 8 over the last week. Two capture my viewpoint in a brief sentence. Bonnie Hays, the Chair of Washington County, stated that she was elected to do what is right for the county and this is right for the county. I agree. Dave Frohnmayer, President of University of Oregon, remarked last week that no organization has succeeded by making war on its employees. I will not make war, but I am absolutely committed to making change.



Multnomah County's Proposed Implementation of Ballot Measure 8

Questions and Answers

What is the proposal that Multnomah County is considering?

The proposal is to increase wages for county workers by 5.6% at the same time that wages will be reduced by 6% to make the pension contribution required by Measure 8. At the same time, new 3 year contracts with county labor unions will be executed which will limit raises to the increase in the cost of living.

Will the proposal cost the County anything?

No. The 5.6% increase is revenue neutral. The money which the county is currently contributing to PERS will be applied to wages. The difference between the 6% reduction and the 5.6% increase will cover the additional federal taxes that must be paid. No additional funds are required.

Why did Multnomah County start making the 6% pension contribution?

In the 1970's Multnomah County was not part of the PERS system. Multnomah County had its own pension system that was underfunded and a huge liability to county taxpayers. The Multnomah County Board of Commissioners tried unsuccessfully for some time to get county bargaining units to agree to switch over to PERS. Finally, in 1981, the state legislature passed a bill that facilitated the 6% pick-up. Over the objections of many employees, the switch was made. The county pay ordinance for exempt and management employees was repealed and a new one passed to reduce pay by 6% to offset the pension contribution.

Have other jurisdictions taken similar actions?

Yes. More than 50 local governments have made changes in contracts or salaries to prevent wage reductions. For example, every school district in Multnomah County has already taken such action. Washington, Lane and Marion counties, the cities of Salem, Gresham and Troutdale are among those taking similar steps.

How will the proposal effect lawsuits filed against Measure 8

In exchange for the wage increase Multnomah County will gain protection from the litigation that will be filed to overturn Measure 8. The County will therefore avoid legal costs which could be quite substantial.

How will the County benefit by taking this action?

Avoiding random wage reductions will maintain good will and employee motivation that will allow us to aggressively streamline government, increase productivity and improve quality.

Measure 8 Pay Cuts Would Hurt Progress Toward Better Government

By Beverly Stein

I am the CEO of a \$600 million business with 4,000 employees. As the top manager it is my responsibility to assure that our customers receive top quality service which is responsive to their needs and to produce that service efficiently at a reasonable cost.

The organization I manage is Multnomah County. Multnomah County is in the business of producing services for children, families, mentally ill, disabled, the homeless, and the general public who take advantage of our fine library system. We also are in the business of protecting public safety through our jails, community corrections and juvenile corrections activities. Our customers are both the people who receive our services and the taxpayers.

I take my management role very seriously. I have studied the management practices which produce the highest gains in productivity, streamlining bureaucracy and in quality service. My experience and study confirms what many private businesses have recognized. Productivity and quality are closely linked to the skill level and motivations of employees.

My commitment to the voters who elected me was to produce results, not excuses, and to fundamentally reshape the relationship of government to its citizens. I have spent the first 15 months of my administration quietly working with our employees, unions, management and the governing Board of County Commissioners on radically changing the way we do business as government.

I have asked our employees to learn new skills and new ways of thinking. I have challenged them to seek information from their customers, redesign outmoded processes, focus on outcomes not inputs and leverage government resources with private, non-profit and community resources.

To get the added value which comes from workers improving their skills and adopting a real commitment to

quality and customer service, requires fundamentally changing the culture of an organization and that is what we have been doing.

We are changing the culture of Multnomah County from top to bottom. In doing this we are becoming a national model for a customer-driven, outcome oriented government. In the long term I believe this is the best way to reclaim confidence in government.

The passage of Measure 8 placed me in a very difficult position. My commitment to redesigning government in a dramatic way is so strong that I could not stand by passively and watch Measure 8 undercut the work we have done to start us on the path to a high performance government.

If I expect employees to put in the extra effort it requires to change the way they work, to learn new skills and to go the extra mile to provide quality service I could not allow their salaries to be reduced by 6% for reasons that are entirely unrelated to job performance.

Together with colleagues on the County Board, I made the very difficult policy and political decision to use the legal window of opportunity provided by Measure 8 to honor the bargain struck with employees in the early 1980's when they traded salary for a contribution to the PERS fund. In the long term, I believe this decision will result in substantial improvements to the quality of county services. Improving services should produce increased customer satisfaction. And increased customer satisfaction is the key, I believe, to improving confidence in government.

We would all like to be able to spend less money and get better services, but, in government as in every other aspect of life, you get what you pay for.

Beverly Stein is the Chair of the Multnomah County Board of Commissioners

COMMISSIONER TANYA COLLIER
Remarks at Special Meeting on Ballot Measure 8
December 7, 1994

I want to say a few words about why I ran for public office because I think it will clarify for some of you why I would even consider trying to remedy Measure 8. Obviously it is not the politically expedient or popular thing to do. But one of the reasons why there is so little faith in elected officials -- why we had 15 initiatives on the ballot in the last election -- is that few people are willing to take a stand that might be difficult or damaging to their political future. I ran for office to do my best for Multnomah County, to make change that would ensure efficient and effective service delivery to County residents; to work in partnership with my colleagues, staff and County employees to build a team of committed, motivated workers.

I believe in my heart that making County employees whole is keeping that pledge. This is not an end run around the democratic process. Measure 8 was written with a window of opportunity in it -- like it or not -- which allows us legally and morally to make the administrative adjustments we feel we need to be able to carry out our mission under the full legal umbrella of Measure 8 when it goes into effect January 1. I was elected to use my brain and my heart to make the best decisions I can for my district and for the entire County. I believe that I am doing that and that time will prove me right. And I am not about to be bullied into submission by threats of recall.

Here is what I am advocating: Multnomah County will eliminate the 6% PERS pick-up as mandated by Measure 8 and give our employees a one time 5.6% increase to contribute to their own pension. 5.6% will mean no additional, unbudgeted funds will have to be taken from the General Fund to pay for this adjustment.

There is much misinformation about Ballot Measure 8. There are many who voted for it who do not understand what it really does, but who are angry at government in general. The proponents did a good job at writing a measure it was easy to vote "yes" on. What they didn't do is tell you is that public employees *already* contribute 6% to their pensions. They began doing that in 1981 when the County asked them to join PERS and promised them they would lose nothing if they did. The County had an outdated pension system that was in shambles and had a large unfunded liability that was paid for every year right out of the General Fund. The taxpayers in Multnomah County actually *saved* money by having County employees join PERS, and further, since the 6% was in lieu of a salary increase, it was a tax benefit to both the County and the employees. The proponents of Measure 8 did not explain that to the public, and it is a mistake to call the 6% the "PERS pick-up." It really is "the employer's contribution in lieu of wages."

The agreement to accept the 6% PERS contribution in lieu of wages was achieved through the collective bargaining process which became law in Oregon on October 5, 1973. Collective bargaining is the structure we use in Oregon to handle all public personnel activities. It is based on trust and is a process by which people work together in good faith to create a contract which is then voted on by both the employees and, in our case, the Board of County Commissioners. Every government in Oregon uses collective bargaining. It is mandated by Oregon Statute.

In Multnomah County alone, we have nine contracts that have been collectively bargained. The 6% in lieu of wages contract that was ratified in 1981 has been re-negotiated and re-ratified

at least six times since 1981. Employees have had no reason to believe that their wages or benefits could be taken away without going through the collective bargaining process. If we do not rectify this situation, we will lose all credibility with our employees. Why should they believe anything we say?

And we haven't even begun to address the issue of what the courts will decide about the legality of the measure. There's a good chance we won't know for two to three years. So, the argument that we can use the money for new programs is false. We may have to pay back employees with interest once the courts decide. Where will that money come from?

I do not take any of this lightly. I have agonized over this decision. I know that the voters have spoken on Measure 8. I will uphold its mandate when it takes effect and becomes legally binding January 1, 1995. I ask you to understand the major conflict over my duty to bargain in good faith with my employees, to uphold employee contracts as I am bound to do by law, and to continue our team effort to become a more effective and efficient service provider.

I am very distressed to see the growing popularity of brutalizing public employees in the media and in the minds of the public. Measure 8 has demoralized an already vulnerable workforce -- the very one we are asking to work harder and better with fewer resources. These are real people who also pay taxes, vote, are parents and sons and daughters, your neighbors. Most of them work very hard and are committed to what they do. And what they do for you is varied and terribly important. They immunize our children, patrol our streets, prosecute criminals, put them

in jail and supervise them when they get out. They control misquitos and rats, pick up dead animals, find owners for lost pets, build and repair our roads and bridges, inspect our restaurants to keep them clean and safe. They run our libraries, take care of our elderly, our mentally ill, those who are the most vulnerable in our community. The list goes on.

Might some of them do their job poorly and waste your money? Of course. But any citizen who witnesses this happening needs only to bring it to our attention, and we will take immediate action. Might there be problems with the PERS pension system? Yes, and the appropriate way to deal with reviewing pension policies is in the legislature through a rational process.

Many of the calls we received about this issue said we do not have the right to do this. One of my obligations as a County Commissioner is to uphold contracts. It is stated very clearly in the *Handbook for County Commissioners*.

"Local governments that enter into contracts within their power are bound like private parties to honor those contracts. They are liable, private parties, in breaches of contracts to judgments for damages or to comply with their contractual duty by performance of the contract terms."

I do not take this lightly. I ask you to understand this major conflict over my duty to bargain in good faith with my employees and uphold the subsequent contract as I am bound to do by law.

I hope these remarks have shown what a complex dilemma we are faced with. Simple solutions do not work for complex problems. I work very hard to serve you well as a County Commissioner. As a leader I have an obligation to make thoughtful decisions based on all the information at hand. Some decisions, like this one, are very difficult. They bring on blackmail "if you do this, we'll recall you." I hope that you wouldn't want your elected representatives to buckle under to personal threats. And that you will give me the opportunity to serve out my term of office and then run someone against me if you are dissatisfied with the work I have done.

Neighborhoods Protective Association
P.O. Box 19224, Portland, Oregon 97219

REGARDING: Ballot Measure 8
Support raises of 6% and retention
of sick leave benefits.

Beverly Stein, Chair

Members of the County Commission
Multnomah County Court House
1021 S.W. 5th Avenue, 6th Floor
Portland, Oregon 97201

December 7, 1994
"Remember Pearl Harbor"

Dear Chair Stein, Commissioner Saltzman, Commissioner Hansen,
Commissioner Collier, and Commissioner Kelly,

Today is "Remember Pearl Harbor" Day! December 7th, 1941! Looking back, if you are old enough, you might recall the day. Personally I was in college, and one of my roommates had a twin brother on the Arizona, which was hit hard, sunk, and it was several days before they knew whether he was alive or dead. He was dead, however, trapped below deck. Ironically, it looks as if the Japanese are coming out the winners now, importing cars, T.V.'s, stereos, etc. while our work force is finding its jobs being shipped off-shore and overseas!

However, the subject today is ballot measure 8, which gives a large wage reduction to public employees, unfairly. Ballot measure 8 should not have been on the ballot, and we are sure that it was not fully understood by the public. None of those voting for it would want to have their wages cut, and lose their sick leave retirement benefits that they have earned by being dependable employees who show up for work every day and do their jobs! It is questionable that the negotiations should probably have not been handled the way it was, but it did lead to misunderstandings.

Here is a quote from the Lincoln Year Book, copyright by J.T. Hobson in 1907:

The leaders of this people cause them to err. Isaiah 9:10.

JULY 6 Danger in Being Misled.

(Said to a correspondent of the Boston Journal in July, 1864.)

I have faith in the people. They will not consent to disunion. The danger is in their being misled. Let them know the truth, and the country is safe. . . . I can't work less, but it isn't that—work never troubles me. Things look badly, and I can't avoid anxiety. Personally, I care nothing about a reelection; but if our divisions defeat us, I fear for the country.

"My great concern is not whether God is on our side; my great concern is to be on God's side." Abraham Lincoln

This can work hardships on public employees. Inflation is here, and the passing of the two bonding measures adds to it. Also, it may be used as a deceptive device to cause havoc, with a large number of dependable, loyal employees to retire early. Is it so to bring earlier consolidation of Portland and Multnomah County against the vote of the citizens some years ago now? Sheriff Skipper is one example, showing a large loss especially in retirement income too.

Foreclosure of a large number of tax foreclosed properties have been given away-- over \$500,000 in taxes given to non-profit agencies to provide housing for low-income people, and more. How much should be disclosed and investigated! It should be unconstitutional, as should a number of other ballot measures been made clearer, with price tags included with the philosophy or intent of the measure. Why should these properties be given away to non-profit corporations or agencies, to provide housing for low-income people? Housing is skyrocketing in cost, with interest rates predicted to go up too!

Enclosed is a copy of the Bill of Rights. Look under Article 4, regarding "The right of the people to be secure . . ."

In closing, Ballot measure 8 is said to be passing by approximately 705 votes, according to the Dec. 6th Oregonian. Hardly a mandate! Please keep faith with your employees, and do not betray them!

Earnestly yours,

Louise Weidlich
(Mrs) Louise Weidlich, Director
Also former County Commission Candidate

OUR AMERICAN HERITAGE

The Bill of Rights

As provided in the FIRST TEN AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES
Effective December 15, 1791

Preamble

The conventions of a number of the States having at the time of their adopting the Constitution, expressed a desire, in order to prevent misconstruction or abuse of its powers, that further declaratory and restrictive clauses should be added: And as extending the ground of public confidence in the Government, will best insure the beneficent ends of its institution.

- 1 **Right to Freedom of Religion, Speech, Press, Assembly, Petition.**
Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.
- 2 **Right to Keep and Bear Arms.**
A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.
- 3 **Rights on Quartering of Soldiers.**
No Soldier shall, in time of peace, be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.
- 4 **Right against Unreasonable Search and Seizure.**
The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.
- 5 **Right to Protection of Persons and Property.**
No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service, in time of War or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any Criminal Case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.
- 6 **Rights of Persons Accused of Crime.**
In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which districts shall have been previously ascertained by law; and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining Witnesses in his favor, and to have the Assistance of Counsel for his defense.
- 7 **Right of Trial by Jury.**
In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.
- 8 **Right to Protection Against Excessive Fines, Bail, Punishment.**
Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishment inflicted.
- 9 **Rights not enumerated retained by the people.**
The enumeration in the Constitution of certain rights, shall not be construed to deny or disparage others retained by the people.
- 10 **Rights reserved to the States and the People.**
The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

Neighborhoods

Protective Ass'n

THE BILL OF RIGHTS COMMEMORATION COMMITTEE—Joe Crail, Chairman. P.O. Box 19224
GOD IS LOVE — NOT HATE (RACISM) Portland, Oregon

Dear Members of the Board of Multnomah County Commissioners: Chairperson McCoy, Commissioners Anderson, Bauman, Hansen, and Kelley,

We are here this morning in regard to the public hearing regarding "Notice of Intent to Transfer the following tax foreclosed properties to Northeast Community Development Corp. for a public purpose. Legal Description and Location:" The list, as advertised in The Oregonian, is very long! It looks like approximately sixty properties being foreclosed on for taxes! What is the tax value placed on these properties?? What hardship, economically, caused them to be here? Is not part of it...confiscatory taxation, which is why Bailot Measure 5 was passed by the voters?? Who is this Community.. Development Corp. representing? How do they get the right to this property for a PUBLIC PURPOSE? What are their credentials and why do they want it...and for what PUBLIC PURPOSE?? The taking of private property for a PUBLIC PURPOSE violates our Constitution and Bill of Rights. Taxes only for necessary basic services needed to keep an orderly society! We feel that this violates the Bill of Rights: Articles 4, 5, 6, 7, 8, 9, & 10! Earnest EXCESSIVE TAXATION? YES! In a declining economy? Yes! *Joe Crail* Louise Weidlich, Director