

## **ANNOTATED MINUTES**

Tuesday, November 22, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### **REGULAR MEETING**

Chair Beverly Stein convened the meeting at 9:34 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley and Dan Saltzman present.

### **CONSENT CALENDAR**

**COMMISSIONER KELLEY PULLED ITEMS C-8, C-10, C-11, C-13, C-14, C-16, C-17 AND C-18 FROM THE CONSENT CALENDAR.**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, THE REMAINING CONSENT CALENDAR ITEMS (C-1 THROUGH C-7, C-9, C-12, C-15, C-19 AND C-20) WERE UNANIMOUSLY APPROVED.**

### **NON-DEPARTMENTAL**

- C-1 In the Matter of the Appointments of Sarah Mahler, Robert Correll, Lynette Stinson and Paul Mackey to the 1995 BOARD OF EQUALIZATION, BOARD 1
- C-2 In the Matter of the Appointments of Toni Sunseri, Doug Cowley, Joan Larsell and Paul Bonar to the 1995 BOARD OF EQUALIZATION, BOARD 2
- C-3 In the Matter of the Appointments of Charles Sauvie, Donna Kelly, Cora Smith and Sharon Cowley to the 1995 BOARD OF EQUALIZATION, BOARD 3
- C-4 In the Matter of the Appointments of Peter Reader, Scott Liebenguth, Christopher Eykamp, Robert Wiley, Irwin Mandel and Dick Wegner to the CITIZEN BUDGET ADVISORY COMMITTEE
- C-5 In the Matter of the Re-Appointments of Jerry Penk, Mary Schwoerfferman, Mark Jones, Winzel Hamilton, Sara Lamb, Pat Bozanich, Richard Pomeroy, Margaret Boyles, Mark Cvetko and Jane Gordon to the CITIZEN BUDGET ADVISORY COMMITTEE
- C-6 In the Matter of the Appointment of Ed Lyle to the CITIZEN

## **INVOLVEMENT COMMITTEE**

- C-7      In the Matter of the Re-Appointment of Yolanda Valdes-Rementeria to the METROPOLITAN ARTS COMMISSION

### **SHERIFF'S OFFICE**

- C-9      Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for BIG BEARS CROWN POINT MARKET, 31815 E CROWN POINT HIGHWAY, TROUTDALE
- C-12     Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for ORIENT COUNTRY STORE, 29822 SE ORIENT DRIVE, GRESHAM
- C-15     Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for WEECE'S MARKET, 7310 SE PLEASANT HOME ROAD, GRESHAM

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

- C-19     RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

## **RESOLUTION 94-218.**

### **DEPARTMENT OF HEALTH**

- C-20     Ratification of Intergovernmental Agreement Contract 201115 Between Multnomah County and Washington County, Wherein the Multnomah County Medical Examiner's Office Will Continue to Provide Washington County with Morgue Pathology Services

Commissioner Gary Hansen arrived at 9:30 a.m.

### **REGULAR AGENDA**

#### **SHERIFF'S OFFICE**

- C-8      Dispenser Class A OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for THE PINK FEATHER, 14154 SE DIVISION STREET, PORTLAND
- C-10     Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for DAVID'S MARKET, 12217 SE FOSTER ROAD, PORTLAND

- C-11     Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for FOSTER FOOD MART, 12918 SE FOSTER ROAD, PORTLAND
- C-13     Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for POWELL SUNSHINE MARKET, 13580 SE POWELL, PORTLAND
- C-14     Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for 7-ELEVEN FOOD STORE #16535C, 14725 SE DIVISION, PORTLAND
- C-16     Retail Malt Beverage OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for DOTTY'S #004, 16353 SE DIVISION, #116, PORTLAND
- C-17     Retail Malt Beverage OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for ROSE BOWL, 3800 SE 164TH AVENUE, PORTLAND
- C-18     Restaurant OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for PIZZA BARON, 2604 SE 122ND, PORTLAND

AT THE REQUEST OF COMMISSIONER KELLEY, BOB BARNHART EXPLAINED THAT DUE TO RECENT ANNEXATION PROCEDURES THE COUNTY NO LONGER HAS JURISDICTION OVER LOCATIONS OF THE CAPTIONED ESTABLISHMENTS. SGT. BARNHART ADVISED THAT THE OREGON LIQUOR CONTROL COMMISSION AND THE CITY OF PORTLAND HAS REQUESTED COUNTY APPROVAL IN ORDER TO EXPEDITE THESE LICENSE RENEWAL APPLICATIONS AND FUTURE APPLICATIONS WILL BE SUBMITTED TO THE CITY OF PORTLAND. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, APPLICATION ITEMS C-8, C-10, C-11, C-13, C-14, C-16, C-17 AND C-18 WERE UNANIMOUSLY APPROVED.

**NON-DEPARTMENTAL**

- R-1     Metro Councilor Sandi Hansen Presentation of a Partners for Livable Communities "MOST LIVABLE COMMUNITY" Award to Multnomah County, Oregon

**COUNCILOR SANDI HANSEN AWARD  
PRESENTATION AND ACKNOWLEDGEMENT.**

- R-2**      Consideration on Whether to Hold a Hearing to Accept Evidence and Argument, or Decide Appeal on the Record, in the Matter of the Appeal of Lydia Mann from Hearings Officer Decision Revoking Appellant's Adult Care Home License

**PETE KASTING EXPLANATION. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, THE HEARINGS OFFICER DECISION WAS UNANIMOUSLY ACCEPTED. MR. KASTING ADVISED HE WOULD PREPARE A FINAL ORDER OF THE BOARD'S DECISION FOR BOARD APPROVAL.**

- R-3**      RESOLUTION in the Matter of Designating the Tax Supervising and Conservation Commission to Oversee the Tax Coordination Plan for 1995-96

**DAVE WARREN EXPLANATION. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 94-219 WAS UNANIMOUSLY APPROVED.**

**DEPARTMENT OF HEALTH**

- R-4**      Ratification of Intergovernmental Agreement Contract 201155 Between Linn County and Multnomah County, dba 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 HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. AMY GREDLER EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.**

- R-5**      Request for Approval of a Notice of Intent to Apply for a \$986,500 Grant from the Public Health Service for Ryan White Title I - HIV Services Funds, to Purchase Medical Care and Support Services for Persons with HIV Disease Living in the Metro Area and Clark County, Washington

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. TOM FRONK EXPLANATION AND REQUEST FOR BOARD CLARIFICATION ON WHETHER BOARD WANTS PRE-NOTIFICATION OF**

**FUTURE GRANT APPLICATIONS. BOARD CONSENSUS THAT STAFF PROVIDE EARLY NOTIFICATION. MR. FRONK AND LOREEN NICHOLS COMMENTS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-6 RESOLUTION Setting a Hearing Date [December 29, 1994] in the Matter of Surrendering Jurisdiction to the City of Portland All County Roads Annexed to the City of Portland Effective June 30, 1994**

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. BOB PEARSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 94-220 SETTING HEARING FOR THURSDAY, DECEMBER 29, 1994 UNANIMOUSLY APPROVED.**

- R-7 ORDER in the Matter of the Sale [at Public Auction or at Private Sale if Not Sold at Public Auction] of Surplus County Land at the Multnomah County Farm in Section 26, Township 1 North, Range 3 East, W.M., City of Troutdale, Multnomah County, Oregon**

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. BOB OBERST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 94-221 UNANIMOUSLY APPROVED.**

**DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-8 Budget Modification DCC 3 Requesting Authorization to Increase the DCC Budget by \$62,709 and the Community and Family Services Budget by \$17,105 in Support of the Portland Multi-Agency DUII Enforcement Project through a Grant from the Oregon Department of Transportation to the City of Portland Police Bureau for October 1, 1994 through June 30, 1995**

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. GRANT NELSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**DISTRICT ATTORNEY'S OFFICE**

- R-9 Budget Modification DA 3 Requesting Authorization to Transfer .50 Legal Assistant Position from the General Fund to the Support Enforcement Division to Serve as the Child Support Liaison to the Neighborhood Based DA Units Throughout Multnomah County
- R-10 Budget Modification DA 5 Requesting Authorization to Reduce the Victims of Crime Act (VOCA) Grant Revenue to Match the Actual 1994/95 Grant Award
- R-11 Budget Modification DA 6 Requesting Authorization to Delete Carryover Funds from the 1994/95 Support Enforcement Division Budget
- R-12 Budget Modification DA 7 Requesting Authorization to Amend the Adopted Budget Appropriation to Conform to the ROCN Anti-Drug Grant Award for 1994/95
- R-13 Budget Modification DA 8 Requesting Authorization to Amend the Adopted Budget Appropriation to Conform to the Finvest Grant Award for 1994/95

**FOLLOWING EXPLANATION BY MICHAEL SCHRUNK AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, BUDGET MODIFICATIONS R-9 THROUGH R-13 WERE UNANIMOUSLY APPROVED.**

**SHERIFF'S OFFICE**

- R-14 ORDER in the Matter of Granting a Monthly Pension to Chaplain Ed Steele

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-14. LARRY AAB EXPLANATION. ORDER 94-222 UNANIMOUSLY APPROVED.**

- R-15 Ratification of Intergovernmental Agreement Contract 800605 Between Multnomah County, the City of Portland, and the Housing Authority of Portland, Providing Law Enforcement and Prevention Services to Housing Authority Properties, for the Period May 21, 1994 through June 30, 1995

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-15. LARRY AAB EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.**

- R-16 Budget Modification MCSO 3 Requesting Authorization to Add \$11,500 to the Sheriff's Office Budget to Cover DUII Overtime Funded by a City of Portland Grant

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-16. LARRY AAB EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-17 Budget Modification MCSO 4 Requesting Authorization to Transfer \$93,741 from General Fund Contingency to the Sheriff's Office to Fund Two Civil Deputy Positions to Handle the Increase in Mental Health Transports**

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-17. GLEN POST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ERIC LEE AND JUDGE ELIZABETH WELCH TESTIMONY IN SUPPORT AND RESPONSE TO BOARD QUESTIONS. LARRY AAB RESPONSE TO BOARD QUESTIONS AND DISCUSSION. FOLLOWING DISCUSSION AND CLARIFICATION, COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, TO AMEND THE BUDGET MODIFICATION TO ONLY FUND TWO FULL-TIME TEMPORARY CIVIL DEPUTY POSITIONS FOR SIX MONTHS, WITHOUT THE VEHICLES AND WITH THE CAVEAT THAT A LONG TERM SOLUTION BE EXPLORED WITHIN THAT SIX MONTH PERIOD. BOARD DISCUSSION AND COMMENTS REGARDING MERITS OF SEEKING QUALIFIED EMPLOYEES FOR TEMPORARY VERSUS PERMANENT POSITIONS. LARRY AAB, GLEN POST AND BOARD DISCUSSION AND COMMENTS. BUDGET MODIFICATION UNANIMOUSLY APPROVED, AS AMENDED.**

- R-18 Budget Modification MCSO 5 Requesting Authorization to Add \$51,344 to the Sheriff's Office Budget to Fund One Work Crew Officer on the Solid Waste Enforcement Team, with Funding to be Repaid by Metro**

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-18. LARRY AAB EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-19 Budget Modification MCSO 6 Requesting Authorization to Reclassify a Sheriff's Operations Technician Position to a Sheriff's Operations Technician Supervisor, and a Sheriff's Operations Technician to an Office Assistant 2, within the Corrections Division Budget**

**COMMISSIONER KELLEY MOVED AND  
COMMISSIONER HANSEN SECONDED, APPROVAL  
OF R-19. LARRY AAB EXPLANATION. BUDGET  
MODIFICATION UNANIMOUSLY APPROVED.**

**PUBLIC COMMENT**

R-20 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

**NO ONE WISHED TO COMMENT.**

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Tuesday, November 22, 1994 - 11:35 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**BOARD BRIEFING**

B-1 Presentation 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 SUBMIT  
AMENDED RFP FOR PUBLIC HEARING AND BOARD  
REVIEW AND ACTION ON THURSDAY, DECEMBER  
22, 1994.**

There being no further business, the meeting was adjourned at 12:25 p.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

  
Deborah L. Bogstad

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Tuesday, November 22, 1994 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**PLANNING ITEMS**

Chair Beverly Stein convened the meeting at 1:40 p.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.



- P-1      C 21-94      Second Reading and Possible Adoption of a Proposed ORDINANCE Amending the Zoning Code Text to Repeal Code Sections That Are No Longer in Use [Due to Annexation of Urban Areas]

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 805 WAS UNANIMOUSLY APPROVED.**

- P-2      RESOLUTION in the Matter of Reviewing METRO's Region 2040 Preferred Alternative and Recommending Amendments to be Forwarded to the METRO Regional Council for Their Consideration.

**COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF P-2. MARK TURPEL, GORDON HOWARD AND SCOTT PEMBLE EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF AMENDMENTS PROPOSED BY CHAIR STEIN UNDER MEMORANDUM DATED NOVEMBER 18, 1994, ADDING LANGUAGE SUPPORTING THE GENERAL DIRECTION OF THE 2040 PLAN; THE DEVELOPMENT OF AFFORDABLE HOUSING PURSUANT TO THE CHAS PLAN; AND RECOMMENDING THAT ALL LANDS SHOWN AS RURAL RESERVES IN MULTNOMAH COUNTY ON THE REGION 2040 PREFERRED ALTERNATIVE MAP REMAIN SO DESIGNATED AND ALL LANDS EAST OF THE SANDY RIVER IN MULTNOMAH COUNTY ALSO BE DESIGNATED RURAL RESERVES. (AMENDMENT #1). STAFF AND BOARD COMMENTS AND DISCUSSION. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, AN AMENDMENT REQUESTING THAT METRO CREATE AND IMPLEMENT POLICIES THAT FACILITATE AND ENCOURAGE REGIONAL COOPERATION AND COORDINATION BY LOCAL GOVERNMENT AGENCIES AND OTHER ORGANIZATIONS THAT PROVIDE AFFORDABLE HOUSING OPPORTUNITIES IN THEIR COMMUNITIES OR IN THE REGION. (AMENDMENT #2). BOARD COMMENTS AND DISCUSSION. AMENDMENT #2 UNANIMOUSLY APPROVED.**

**AMENDMENT #1 UNANIMOUSLY APPROVED.  
RESOLUTION 94-223 UNANIMOUSLY APPROVED, AS  
AMENDED.**

- P-3 Report to Board on Educational Program Proposals Concerning Erosion Control Management of Agricultural Lands. Presented by Steve Fedje, Soil Conservation.**

**SCOTT PEMBLE, GORDON HOWARD, STEVE FEDJE  
AND DIANA POE PRESENTATION AND RESPONSE  
TO BOARD QUESTIONS AND DISCUSSION.**

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**Tuesday, November 22, 1994 - 2:36 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland**

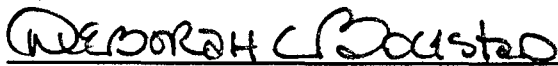
**EXECUTIVE SESSION**

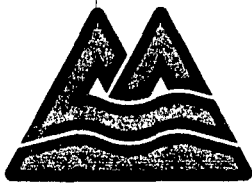
- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Deliberations with Labor Relations Staff Regarding Labor Negotiations.**

**EXECUTIVE SESSION HELD.**

**There being no further business, the meeting was adjourned at 4:20 p.m.**

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

  
**Deborah L. Bogstad**



# MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK  
SUITE 1510, PORTLAND BUILDING  
1120 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

NOVEMBER 21, 1994 - NOVEMBER 25, 1994

*Tuesday, November 22, 1994 - 9:30 AM - Regular Meeting . . . . . Page 2*

*Tuesday, November 22, 1994 - 11:15 AM - Board Briefing . . . . . Page 6*

*Tuesday, November 22, 1994 - 1:30 PM - Planning Items . . . . . Page 6*

*Thursday, November 24, 1994 - THANKSGIVING HOLIDAY - OFFICES CLOSED*

*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, November 22, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

**CONSENT CALENDAR**

**NON-DEPARTMENTAL**

- C-1      *In the Matter of the Appointments of Sarah Mahler, Robert Correll, Lynette Stinson and Paul Mackey to the 1995 BOARD OF EQUALIZATION, BOARD 1*
- C-2      *In the Matter of the Appointments of Toni Sunseri, Doug Cowley, Joan Larsell and Paul Bonar to the 1995 BOARD OF EQUALIZATION, BOARD 2*
- C-3      *In the Matter of the Appointments of Charles Sauvie, Donna Kelly, Cora Smith and Sharon Cowley to the 1995 BOARD OF EQUALIZATION, BOARD 3*
- C-4      *In the Matter of the Appointments of Peter Reader, Scott Liebenguth, Christopher Eykamp, Robert Wiley, Irwin Mandel and Dick Wegner to the CITIZEN BUDGET ADVISORY COMMITTEE*
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- C-6      *In the Matter of the Appointment of Ed Lyle to the CITIZEN INVOLVEMENT COMMITTEE*
- C-7      *In the Matter of the Re-Appointment of Yolanda Valdes-Rementeria to the METROPOLITAN ARTS COMMISSION*

**SHERIFF'S OFFICE**

- C-8      *Dispenser Class A OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for THE PINK FEATHER, 14154 SE DIVISION STREET, PORTLAND*
- C-9      *Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for BIG BEARS CROWN POINT MARKET, 31815 E CROWN POINT HIGHWAY, TROUTDALE*
- C-10     *Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for DAVID'S MARKET, 12217 SE*

## FOSTER ROAD, PORTLAND

- C-11     Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for FOSTER FOOD MART, 12918 SE FOSTER ROAD, PORTLAND
- C-12     Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for ORIENT COUNTRY STORE, 29822 SE ORIENT DRIVE, GRESHAM
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## COMMUNITY AND FAMILY SERVICES DIVISION

- C-19     RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

## DEPARTMENT OF HEALTH

- C-20     Ratification of Intergovernmental Agreement Contract 201115 Between Multnomah County and Washington County, Wherein the Multnomah County Medical Examiner's Office Will Continue to Provide Washington County with Morgue Pathology Services

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### **NON-DEPARTMENTAL**

- R-1      *Metro Councilor Sandi Hansen Presentation of a Partners for Livable Communities "MOST LIVABLE COMMUNITY" Award to Multnomah County, Oregon*
- R-2      *Consideration on Whether to Hold a Hearing to Accept Evidence and Argument, or Decide Appeal on the Record, in the Matter of the Appeal of Lydia Mann from Hearings Officer Decision Revoking Appellant's Adult Care Home License (9:30 AM TIME CERTAIN, 15 MINUTES REQUESTED)*
- R-3      *RESOLUTION in the Matter of Designating the Tax Supervising and Conservation Commission to Oversee the Tax Coordination Plan for 1995-96*

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- R-4      *Ratification of Intergovernmental Agreement Contract 201155 Between Linn County and Multnomah County, dba CareOregon, Providing Immunizations, Diagnosis and Treatment of Sexually Transmitted Diseases, Tuberculosis and Other Communicable Diseases, for the Period Upon Execution through June 30, 1995*
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- R-6      *RESOLUTION Setting a Hearing Date [December 29, 1994] in the Matter of Surrendering Jurisdiction to the City of Portland All County Roads Annexed to the City of Portland Effective June 30, 1994*
- R-7      *ORDER in the Matter of the Sale [at Public Auction or at Private Sale if Not Sold at Public Auction] of Surplus County Land at the Multnomah County Farm in Section 26, Township 1 North, Range 3 East, W.M., City of Troutdale, Multnomah County, Oregon*

### **DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-8      *Budget Modification DCC 3 Requesting Authorization to Increase the DCC Budget by \$62,709 and the Community and Family Services Budget by \$17,105 in Support of the Portland Multi-Agency DUII Enforcement Project through a Grant from the Oregon Department of Transportation to the City of Portland Police Bureau for October 1, 1994 through June 30, 1995*

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- R-14      *ORDER in the Matter of Granting a Monthly Pension to Chaplain Ed Steele*
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## **PUBLIC COMMENT**

*Tuesday, November 22, 1994 - 11:15 AM  
(Or Immediately Following Regular Meeting)*

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

**BOARD BRIEFING**

- B-1      Presentation 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. 45 MINUTES TO 1 HOUR REQUESTED.*
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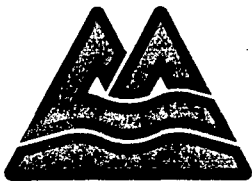
*Tuesday, November 22, 1994 - 1:30 PM*

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

**PLANNING ITEMS**

- P-1      C 21-94      Second Reading and Possible Adoption of a Proposed ORDINANCE Amending the Zoning Code Text to Repeal Code Sections That Are No Longer in Use [Due to Annexation of Urban Areas]*
- P-2      RESOLUTION in the Matter of Reviewing METRO's Region 2040 Preferred Alternative and Recommending Amendments to be Forwarded to the METRO Regional Council for Their Consideration. 30 MINUTES REQUESTED.*
- P-3      Report to Board on Educational Program Proposals Concerning Erosion Control Management of Agricultural Lands. Presented by Steve Fedje, Soil Conservation. 15 MINUTES REQUESTED.*
-





# 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

## SUPPLEMENTAL AGENDA

*Tuesday, November 22, 1994 - 2:30 PM  
(Or Immediately Following Planning Items)*

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

### EXECUTIVE SESSION

*E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Deliberations with Labor Relations Staff Regarding Labor Negotiations. 1 HOUR REQUESTED.*

SHARRON KELLEY  
Multnomah County Commissioner  
District 4



Portland Building  
1120 S.W. Fifth Avenue, Suite 1500  
Portland, Oregon 97204  
(503) 248-5213

TO: Clerk of the Board  
Board of County Commissioners

FROM: Sharron Kelley

RE: Early Departure from Executive Session

DATE: November 18, 1994

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I will need to leave during the Executive Session on November 22nd, because of a previous scheduled meeting on Russellville School at the Portland City Hall.

SEK/ya  
Corr94-1

BOARD OF  
COUNTY COMMISSIONERS  
1994 NOV 18 AM 11:44  
MULTNOMAH COUNTY  
OREGON

MEETING DATE: NOVEMBER 22, 1994

AGENDA NO: E-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: EXECUTIVE SESSION PURSUANT TO ORS 192.660(1)(d)

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: TUESDAY, NOVEMBER 22, 1994

Amount of Time Needed: 1 HOUR

DEPARTMENT: NON-DEPARTMENTAL DIVISION: EMPLOYEE RELATIONS

CONTACT: KENNETH UPTON TELEPHONE #: 248-5135, ext 2168  
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: KENNETH UPTON

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

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

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION PURSUANT TO ORS 192.660(1)(d) FOR DELIBERATIONS WITH LABOR RELATIONS STAFF REGARDING LABOR NEGOTIATIONS.

BOARD OF  
COUNTY COMMISSIONERS  
1994 NOV 17 AM 10:16  
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

## CONFIDENTIAL MEMORANDUM

TO: Board of County Commissioners

FROM: Kenneth Upton, Labor Relations Manager 

DATE: November 20, 1994

SUBJECT: Measure 8 and Collective Bargaining

### I. Introduction.

Measure 8 has passed (Attachment 1). The Board is now faced with what action, if any, to take with respect to its collective bargaining agreements responsive to this measure. The pros and cons of the varying options with respect to this measure are in good part familiar to the Board, as a result of both our June 7, 1994 executive session discussion of these matters and subsequent informal dialogue. Labor Relations now needs the Board's direction. An executive session has thus been scheduled for approximately an hour on November 22, at 2:30 p.m., or immediately following planning items. If much discussion is forthcoming, there would appear to be a significant likelihood that we will run over this hour. To assist in reminding the Board of the basic options, I have sequenced in III. below a series of issues which need to be addressed. These issues are essentially ones already discussed on June 7. It is hoped that the brief written background analysis will allow the Board to spend more time in dialogue and less in receiving staff input.

### II. An Aside: The History of Collective Bargaining Regarding the Pick-up in Multnomah County.

Before delving into the technicalities of options, it is critical to set the historical context. Much of the heated debate and argument concerning the "Pick-up" has had an air of unreality to those who were actually present at the bargaining of these matters here in Multnomah County. Focusing on the history of our bargaining with Local 88 for simplicity's sake:

- It was the County which was the moving party to go into PERS.

The County was a very late entrant into the PERS system. In 1980, we had a grossly underfunded Multnomah County pension system, were making large payments each year in attempting to fund the unfunded liability of our system, and were spending an inordinate amount of political and administrative energy on an outmoded pension plan. We wanted out and approached the Union.

- **The "Pick-up" was the tool which allowed the movement to PERS to be sold to the Union and its membership.**

We were facing fiscal constraints at the time of conversion in 1981 which could not have allowed movement into PERS without the "Pick-up." With the "Pick-up" as part of an explicit wage and benefit package, we were able to show the Union that a conversion was possible with a positive rather than a negative effect on take-home pay. This was thanks to the tax sheltering effects of the "Pick-up" mechanism. It was thus truly a "win/win" for our workers and the County.

### **III. The Options.**

In offering positive and negative arguments concerning the options below, I do not offer only arguments which I find valid, but credible arguments offered by others.

#### **A. Do Nothing.**

The Board has no obligation to take any action with regard to the passage of Ballot Measure 8. Unlike certain other labor contracts, such as those of Parkrose and the Portland School District, there is no automatic change in compensation levels as a result of the passage of the ballot measure. As with all of the options, however, there are distinct positive and negative implications associated with the "Do Nothing" option:

##### **1. Positive.**

- a. If not set aside as contingency for possible law suits, the 6% in salary savings could assist with possible fiscal problems in FY 95-96, i.e., serve to maintain public service.
- b. The public may view doing nothing as the "will of the people" as expressed in at least statewide results. Efforts which may be labeled "sidestepping the vote" may lead to more negative initiative measures.
- c. This option is compatible with a public image of fiscal austerity.
- d. Measure 8 proponents may sue unless you do nothing.

e. There is little evidence that such a pay cut will significantly affect the market-related aspects of attraction and retention of the needed quality of workers.

f. Most private pension plans provide for employee contributions.

g. The strict "make up" prohibitions of the measure may move the Unions to "sell language," i.e. remove restrictive practices, upon expiration of their respective contracts.

## **2. Negative.**

a. Money saved as a result of this measure may be tied up at least in the short run in law suit contingency funds.

b. The people of Multnomah County did not approve of Measure 8.

c. The morale effects of this measure are extreme and are already being felt.

d. One particular group, employees very near to retirement but not yet ready or eligible, are particularly adversely affected. For example, an employee with three years left until retirement will not only face a reduction in pay for his/her final years, but a reduction in retirement benefits of 6% due to the final average salary calculations of the PERS formula. This penalty will be added to a potential loss of as much as 16%\* of his her pension as a result of the sick leave provisions of Measure 8. The worst case scenario for such an employee is thus a loss of pension benefits in excess of 20% for the remainder of the employee's life.

e. The sour atmosphere which may result from a "Do Nothing" approach does not bode well for labor management cooperation needed in the RESULTS Campaign, and almost surely will result in contentious and litigious bargaining with all units open this coming Spring.

f. "Doing Nothing" would appear to be a violation of good faith with our Unions, given the particular history of our bargaining regarding the "Pick-up" as detailed in II. above.

## **B. Do Something.**

If the Board decides to do something, it is faced with two basic approaches which are currently being tried elsewhere, although there are a number of possible alternatives and compromise mixes. The basic options are:

---

\* Full career employee with 2,088 hours of sick leave accrued. This assumes that no sick leave can be utilized for the purpose of pension calculation, a matter in legal contention.

**1. Contract Extension.**

The contract extension approach envisions simply extending all existing contracts to some date certain, e.g., the expiration of the ONA Contract, June 30, 1998. This amounts to a three-year extension to most existing contracts. The basic notion behind this approach is that one doesn't sidestep "the will of people" but simply avoids the immense litigious turmoil of the intervening years. The "people's will" would be effected July 1, 1998.

**a. Positive.**

(1) While possible highly litigated savings in the interim are lost, any resulting savings July 1, 1998 and thereafter are likely to be predictable.

(2) In terms of public perception, this is a "put off" approach which allows the full impact of the measure to be felt upon contract expiration. However, if subsequent initiative measures modify the effects of Measure 8, only such potentially rationalized effects will be felt.

(3) In terms of morale, while the extension does not cure the final effects of the measure, it would be viewed as a very positive measure by employees.

(4) Such a measure would be of specific assistance to employees facing retirement in a few years, as discussed in the "Do Nothing" option above.

(5) Such an extension would be positive for labor relations and morale at least in the short to medium term.

(6) If expiration dates are harmonized, it would at least afford a possibility of dealing coherently with the pension problem upon expiration of the contracts.

**b. Negative.**

(1) Three years of 6% savings are lost to public service.

(2) A "put off" is still at variance with the January 1 effective date of the measure approved by the people.

(3) A "put off" may result in a law suit from Measure 8 supporters.

(4) The negative morale and labor relations effects of this measure may all be waiting for us at the end of the extended contracts. Such an approach may thus force us to deal with this measure twice.

(5) While a decision regarding exempt employees is not properly before the Board for decision in executive session, if the desire for consistency is a Board goal, the extension of contract approach to exempt employees is, at the very least, a strange instrumentality with awkward consequences. Lane School District 4J utilized an individual contract approach (Attachment 2) with a contract with exempt employees as a "backup" (Attachment 3). While the individual contracts would appear to be legal, absent a group contract, we would have a two tier exempt compensation system, i.e. new employees would not receive the pick-up and thus would receive substantially less compensation than employees hired prior to January 1. There are other anomalies and difficulties of a contract approach for exempts which are perhaps best left to the decisional process relative to that group, but a few examples are:

- The process of entering into individual contracts with employees could be argued to be the beginning of exempt unionization, a process the Board has wanted to avoid.
- Employee promotions from union to exempt might be discouraged, since employees would go from "Pick-up" to "non-Pick-Up" status, because of the two tier approach.
- New "confidential employees," who are among the lowest paid of exempt employees, would be particularly adversely affected by a two tier approach.

## **2. Revenue Neutral Approach: Elimination of the Pick-up.**

This approach envisions raising wages approximately 6% and pulling out of the "pick-up." While not absolutely necessary, this approach also envisions a contract extension to harmonize reaction to pension matters as of July 1, 1998.

### **a. Positive.**

(1) This option is essentially revenue neutral. (See sub-options below and Attachment 4, June fiscal analysis.) The County would thus not be perceived as providing services with employee wages.

(2) If the intention of positive "Measure 8" votes was solely to lower wages, this measure doesn't do it, but "true" wages are revealed by this approach and employees do explicitly pay into their retirement plans.

(3) This solution would be the most positive alternative for morale and labor relations, particularly if (6) below is true. Employees would be held harmless from adverse effects.



(4) This solution appears to be a permanent solution to the problem, so we will not be back in a few years as we would with the contract extension approach.

(5) This solution has already been entered into by a number of other employers (Attachment 5), and this list has grown.

(6) A long awaited Attorney General's opinion holds the hope that employee contributions may be tax sheltered.

(7) This solution keeps faith with the bargain that got us into PERS in the first place. This should have a positive effect on labor relations in a RESULTS environment directed toward enhancing public service.

**b. Negative.**

(1) All savings resulting from the measure are permanently lost.

(2) The proponents may view this option as directly opposed to the will of the people.

(3) Measure 8 proponents may sue.

(4) Further initiatives may be encouraged to meet Measure 8's goals.

**c. Sub-Options.**

**(1) Option 1.**

This involves raising wages 6%. This is a clear offset but does have some associated payroll cost. Other employers have favored this option.

**(2) Option 2.**

This is the true "no additional cost to the County option" and offsets our additional payroll costs. The employee pay increase is thus approximately 5.8% (Attachment 4).

**III. Consideration: What Do We Get For It?**

There are three approaches which we have examined to answer the question, "What do we get for it?" These are offered here in simple form. Obviously there are variations possible between these approaches.

**A. The Basic Approach.**

The basic approach for both "Do Something" options considered above is three years of labor peace, i.e., we would not have to react to Union demands for this period. Both approaches also envision CPI clauses for all three years as follows:

1995-96	CPI-W National Minimum 2% Maximum 4%	(Same as Nurses Contract)
1996-97	CPI-W National Minimum 2% Maximum 4%	(Same as Nurses Contract)
1997-98	CPI-W National Minimum 2% Maximum 5%	(Nurses have a reopener; this would lock contracts)

(Note: For the Multnomah County Prosecuting Attorney's Association this would be a two-year extension, since their contract expires next year.)

**B. Maximization of Power.**

This option views the outcome of the election as simply another event in the bargaining environment. It takes the Basic Approach as a floor and further asks, "What is the maximum we can obtain for such a trade?" This option views the Measure 8 environment as perhaps the only time in bargaining history that very major changes in labor contracts positive to management interests are likely to be obtained. The key disadvantage of this approach is that the resentments stirred by taking advantage of power with a cornered Union appears incompatible with the RESULTS model calling for cooperation. Alternatively, if short-term business interest is the sole motivator, simply using the six percent cash available by doing nothing would appear the more rational option.

**C. We Have Needs Too.**

This approach views the primary motivator as "doing the right thing," but asserts that management has needs too, particularly for achieving harmonization of certain terms across contracts, elimination of glitches and incoherencies, and achieving particular operationally required flexibilities. These goals are viewed as proper supplements to that which is obtained in the three-year Basic Approach. Examples only:

## **1. RESULTS**

Movement in the RESULTS environment would at least appear to call for a clause declaring principles and commitment, and perhaps enabling language.

## **2. Harmonization.**

MCCOA does not have:

- Same medical plan as rest of County;
- The Drug and Alcohol Policy which is incorporated in other contracts;
- Semimonthly payroll.

## **3. Incoherencies.**

Local 88 has numerous anachronisms and incoherencies as language designed for one purpose was supplanted by other language, or the law developed, making language confusing at best. For example, employees have the option for an employee paid STD policy for 26 weeks, but the new LTD plan kicks in at 90 days.

## **4. Operational Language.**

Local 88:

- Has very confusing language for holiday observance in dealing with an organization such as the Library, which is closed on Mondays. (They patch around it.)
- Does not have language for dealing with the move to night clinics for CareOregon.

County Managers have become masters of administrative devices to patch over and get around contractual inadequacies. In this sense, there is no problem discovered in our review which couldn't be lived with at some degree of cost and administrative incoherence. There are also costs in pursuing these matters.

- While they are relatively few in number, time constraints are very tight;
- Pressing very far along these channels risks spoiling the very expensive good will obtained by pursuing an action option in the first place;

- To the degree money is saved by any such changes, one is faced with the question of whether to make monetary adjustments to make such changes "revenue neutral."

#### **IV. What Labor Relations Will Need.**

Because of the tight time lines facing the Board, if it should choose a "Do Something" option, there is a need for clear direction as to any matters of key importance to the Board and broad delegation with respect to tone with respect to other matters. For example, with no advocacy intended:

- "Movement of MCCOA into the new Health Plan is good, but the savings should go to the salary of CO's" (clear direction); or
- "With respect to more minor matters, keep them limited, so bargaining unit members won't be overwhelmed with changes which they don't understand" (tone and scope).

#### **V. Concluding Remarks.**

All the decisions outlined above are difficult and raise complex questions of our relationship to the citizenry and our employees. I trust the outline is at least preliminarily helpful in assisting your decision process. Please call if you have any preliminary questions, concerns, or needs. Unfortunately, I will be tied up as a trainer much of the time prior to our meeting, so if your needs are pressing, call one of my staff:

- Darrell Murray                      x2595
- Ellen Ullrick                        x2340
- Michelle DeWeese                  x2866

As a final piece of "information," a long awaited Attorney General's opinion, or at least a PERS summary, may be available by Monday. If so, it will be provided immediately for your review prior to the executive session.

N:\DATA\WP\CENTER\LABREL\LBKU143

Attachments



## OFFICE OF THE SECRETARY OF STATE

NEWS RELEASE

Attachment 1

PHIL KEISLING

For Immediate Release:  
June 9, 1993

Contact: Donna Birkey  
378-4144

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

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

The certified ballot title is as follows:

### AMENDS CONSTITUTION: PUBLIC EMPLOYEES PAY

#### PART OF SALARY FOR PENSION

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

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

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

- OVER -

AN ACT

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

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

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

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

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

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

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

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

1/1/94

SCHOOL DISTRICT NO. 4J, LANE COUNTY, OREGON  
 EUGENE PUBLIC SCHOOLS  
 200 North Monroe Street  
 Eugene, Oregon 97402-4295

DRAFT 7/7/94

## EMPLOYMENT CONTRACT

It is agreed between the School Board of School District No. 4J, Lane County, State of Oregon (hereinafter District), and the undersigned Employee that:

1. The employee shall perform assigned duties in the District and so long as the employee continues to be employed as assigned or is laid off from his/her District position and then recalled to a District position or is on leave from a District position and returns from the leave to a District position under the terms of the approved leave, the term of this contract shall be:

Through June 30, 2004 and will continue thereafter, as provided in Paragraph 2 below.

2. The District wants to maintain a long term stable employment relationship with the employee and therefore, enters into this contract to maintain the employment relationship described herein. After June 30, 2004, either party can give six months written notice to terminate this contract.
3. The undersigned employee will be covered by the terms of this contract while he/she is employed under the terms of this contract in a District position, which is not included in a District employee bargaining unit under ORS 243.650 to 243.782 and is .25 FTE or greater.
4. This contract shall continue in full force and effect for its term on the condition that the employee continue to be employed in or have rights to a position covered by this contract.
5. The employee shall possess the qualifications required by law for his/her position.
6. Professional Compensation - The professional compensation for the employee shall include the District continuing to pay the six percent (6%) employee contribution to the Public Employee Retirement System (System) for the employee participating in the Public Employee Retirement System. Such payment of the employee's monthly contributions to the System shall continue as provided by the terms of this contract and as permitted by ORS 237.075.

The full amount of required employee contributions paid by the District on behalf of employees shall be considered as "salary" within the meaning of ORS 237.003(8) for the purpose of computing an employee's "final average salary" within the meaning of ORS 237.003(12) but shall not be considered as "salary" for the purposes of determining the amount of employee contribution required to be contributed pursuant to ORS 237.071. Such paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071(2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

7. The employee's resignation, retirement, or termination during the period of service covered by this contract shall terminate this contract.
8. This contract shall be executed in duplicate, the original filed with the District clerk, the duplicate to be retained by the employee. To be valid, this contract must be authorized at a regular school board meeting and signed by the chairman of the board, the school district clerk, and the employee.
9. This instrument is intended by the parties as an expression of their contract and as a complete and exclusive statement of its terms. No representations, understandings or agreements have been made or relied upon in the making of this contract other than those specifically set forth or otherwise referred to herein. This contract can only be modified in writing signed by both parties or their duly authorized agent.

Employment authorized at school board meeting of June 29, 1994.

SCHOOL DISTRICT NO. 4J

EMPLOYEE

Name: 1 ~

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

Social Security No.: 2 ~

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

Signature

| Date Signed

## Attachment 3

DRAFT 9/23/94

CONTRACT  
between  
EUGENE SCHOOL DISTRICT NO. 4J, LANE COUNTY, OREGON  
and  
THE EUGENE SCHOOL DISTRICT NON-REPRESENTED EMPLOYEES

This Agreement made the 1st day of \_\_\_\_\_, 1994, by and between the EUGENE SCHOOL DISTRICT NON-REPRESENTED EMPLOYEES herein called "Association," and the Board of Directors on behalf of EUGENE SCHOOL DISTRICT NO. 4J, Lane County, Oregon, herein called "Board" or "District."

## PREAMBLE

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

In accordance with these principles, the parties have reached the following articles of agreement.

The parties to this Agreement agree as follows:

## ARTICLE I - RECOGNITION

1.1 The Board hereby recognizes the Eugene School District Non-Represented Employees as the representative of all District employees who are not represented by a labor organization under the terms of ORS 243.650 to 243.782 and who are employed at .25 FTE or more.

1.1.1 The term "covered employee" includes employees employed in positions generally described as director, administrator, classified supervisor, professional and confidential and like positions, but not the Superintendent, who are not represented by a labor organization and who are employed at least .25 FTE or more.

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

1.1.3 The term "Superintendent" shall include the Superintendent or his/her designee.

## ARTICLE II - STATUS OF AGREEMENT



- 2.1 COPIES OF THE AGREEMENT: There shall be two signed copies of this Agreement for the purpose of records. One shall be retained by the District and one by the Association.
- 2.2 MODIFICATION: This Agreement shall not be modified in whole or in part except by mutual consent of the parties.
- 2.3 EFFECTIVE DATE:
- 2.3.1 This Agreement shall take effect on July 1, 1994 and shall be implemented on that date.
- 2.3.2 This Agreement shall remain in full force through June 30, 2004 and thereafter shall continue in full force and effect, except as provided in Section 2.4 below.
- 2.4 NEGOTIATING A SUCCESSOR AGREEMENT: After January 1, 2004, the parties may enter into negotiations over a successor agreement upon receipt of written notice from either party of the intent to enter into such negotiations. The terms of this Agreement shall continue in full force and effect for six (6) months following the notice of intent to renegotiate.

#### ARTICLE III - NON-DISCRIMINATION

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

#### ARTICLE IV - SALARIES AND RELATED COMPENSATION

PROFESSIONAL SALARY PLAN: The professional salary plan for all covered employees, shall include the following:

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

The full amount of required covered employee contributions paid by the district on behalf of covered employees shall be considered as "salary" within the meaning of ORS 237.003(8) for the purpose of computing a covered employee's "final average salary" within the meaning of ORS 237.003(12) but shall not be considered as "salary" for the purposes of determining the amount of covered employee contribution required to be contributed pursuant to ORS 237.071. Such paid covered employee contributions shall be credited to covered employee accounts pursuant to ORS 237.071(2) and shall be considered to be covered employee contributions for the purposes of ORS 237.001 to 237.320.

#### ARTICLE V - GRIEVANCE PROCEDURE

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

#### 5.2 DEFINITIONS:

5.2.1 GRIEVANCE: A "grievance" is a claim based on an interpretation, application or violation of provisions of this Agreement.

5.2.2 AGGRIEVED PERSON: An "aggrieved person" is the person or persons making the claim. The Association may be an "aggrieved person" in instances where an alleged contract violation affects the Association.

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

#### 5.3 PROCEDURE:

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

5.3.2 INFORMAL LEVEL: Before presenting a written grievance, the aggrieved party should attempt to resolve the matter by informal conference with the administrator who has jurisdiction in the matter within ten (10) days of the aggrieved person's

knowledge of an act, omission or event giving rise to the grievance. The covered employee shall notify the Association, and a representative of the Association shall be given the opportunity to be present at any meeting under this section. In instances where the Association does not represent the grievant, a representative of the Association may express the views of the Association, if the Association representative believes that the adjustment proposed is inconsistent with the terms of the collective bargaining agreement.

**5.3.3****LEVEL ONE - SUPERINTENDENT:**

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

**5.3.4****LEVEL TWO - ARBITRATION:**

- a. The Association may submit a qualified grievance to arbitration by notifying the Superintendent within twenty (20) days of the Level Two decision.

A dispute qualifies for arbitration if it is a dispute about the interpretation or application of this agreement between the parties.

- b. Within ten (10) days after such a written notice of submission to arbitration, the Superintendent and Association shall attempt to agree upon a mutually acceptable

arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties cannot reach agreement on an arbitrator or obtain such a commitment within the ten (10) day period, as they have in the past, they shall submit the selection of the arbitrator to AAA and be bound by the rules of that agency.

- c. The arbitrator so selected shall hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date that the final statements and briefs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasonings, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. Costs for the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

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

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

EUGENE SCHOOL DISTRICT  
NON-REPRESENTED EMPLOYEES

EUGENE SCHOOL DISTRICT No. 4J  
LANE COUNTY, OREGON

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

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

ATTEST:

ATTEST:

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

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

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

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



# MULTNOMAH COUNTY, OREGON

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**BOARD OF COUNTY COMMISSIONERS**

BEVERLY STEIN

DAN SALTZMAN

GARY HANSEN

TANYA COLLIER

SHARRON KELLEY

**PLANNING & BUDGET**

PORTLAND BUILDING

1120 S.W. FIFTH - ROOM 1400

P. O. BOX 14700

PORTLAND, OR 97214

PHONE (503)248-3883

TO: Ken Upton, Labor Relations Manager

FROM: Dave Warren, Principal Budget Analyst *dcw*

DATE: June 6, 1994

SUBJECT: Substituting Base Pay for PERS Pick Up.

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## COST NEUTRAL PROPOSAL

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

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

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

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

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

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

Substituting Base Pay for PERS Pickup  
June 6, 1994

## OTHER DISCUSSION

### Other Rollup Costs

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

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

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

### Impact on employee disposable income

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

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

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

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

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

Substituting Base Pay for PERS Pickup  
June 6, 1994

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

Cost of "Making Employees Whole"

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

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



## Attachment 5

**PICK UP REVOCATION RECEIVED IN PERS AS OF 10/31/94**

<u>EMPLOYER</u>	<u>REVOCATION DATE</u>	<u>EES</u>
CITY OF ASTORIA	OCTOBER 1, 1994	37
CITY OF PENDLETON	JULY 1, 1994	48
CITY OF PRAIRIE CITY	NOVEMBER 1, 1994	4
CITY OF TUALATIN	SEPTEMBER 1, 1994	26
CITY OF DEPOE BAY	JULY 1, 1994	11
CITY OF BAKER CITY	NOVEMBER 1, 1994	58
CITY OF SANDY	NOVEMBER 1, 1994	40
CITY OF HEPPNER	NOVEMBER 1, 1994	10
BLAVK BUTTE RANCH RFPD	NOVEMBER 1, 1994	10
OREGON COMMUNITY COLLEGE ASSOC	JULY 1, 1994	4
CLACKAMAS WATER DISTRICT	JULY 1, 1994	28
TREASURE VALLEY COMM COLL	JULY 1, 1994	154
MOUNT HOOD COMM COLL	SEPTEMBER 1, 1994	554
LINN BENTON COMM COLL	DECEMBER 1, 1994	555
CHEMEKETA COMM COLL	JULY 1, 1994	933
CLATSOP COMMUNITY COLLEGE	JULY 1, 1994	130
SOUTHWESTERN OREGON COMM COLL	OCTOBER 1, 1994	225
UMPUQUA COMMUNITY COLLEGE	NOVEMBER 1, 1994	715
JOSEPHINE CTY SCH DIST	JULY 1, 1994	399
POLK COUNTY SCH DIST #2	OCTOBER 1, 1994	278
HILLSBORO UNION HIGH	SEPTEMBER 1, 1994	697
DOUGLAS ESD	SEPTEMBER 1, 1994	147
VERNONIA SCHOOL DISTRICT 47J	SEPTEMBER 1, 1994	76
DALLAS SCHOOL DISTRICT	OCTOBER 1, 1994	278
ARLINGTON SCHOOL DISTRICT	NOVEMBER 1, 1994	17
DAVID DOUGLAS SCHOOL DISTRICT	JULY 1, 1994	692
NEAH-KAH-NIE SCH DIST #56	AUGUST 1, 1994	92
ROSEBURG SCHOOL DISTRICT	OCTOBER 1, 1994	620
ASTORIA SCHOOL DISTRICT	OCTOBER 1, 1994	188
LINCOLN COUNTY SCHOOL DISTRICT	NOVEMBER 1, 1994	782
AMITY SCHOOL DISTRICT	NOVEMBER 1, 1994	74



DAN SALTZMAN, Multnomah County Commissioner, District One

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

## M E M O R A N D U M

TO: Board of County Commissioners

FROM: Dan Saltzman

DATE: November 21, 1994

SUBJECT: Response to Ballot Measure 8

I was a strong opponent of Ballot Measure 8. While PERS does need some reform, I believe that Measure 8 was an inequitable and ham-fisted way to do it. We need to fix the PERS system; Measure 8 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.

Measure 8 as it stands has great problems. There are several approaches I would ask we consider to help address them. Some options:

- Increase pay by the 5.8% envisioned by the Chair's proposal, but freeze non-cola pay increases for two years. This would ease the transition, shield employees from losing ground due to inflation, and preserve the spirit of Measure 8.
- Extend all current contracts for one year (June 30, 1996) to allow for the legal wrangling that is sure to ensue. This would also ease the transition for our employees.
- If it can be clearly documented that Multnomah County employees took *real dollar* pay cuts at the time of the PERS pick-up, increase pay commensurate with those actual reductions.

I am also willing to consider other proposals that are respectful of both our employees and the voters. However, while I am in sympathy with the motivation behind it, I cannot

support the Chair's proposal. It can too easily be construed as a direct contradiction of the will of the electorate as expressed just two weeks ago. In addition, we are not proposing any cost-saving measures to our bargaining units in exchange for the 6% salary increase. One example: The county could probably save a lot of money on health insurance premiums if we were to consolidate our coverage to one insurance carrier.

As much as I might disagree with the outcome of the election, I am bound to recognize the result. I have heard several arguments for simply circumventing the verdict and boosting pay before the legal deadline:

- At a 5.8% increase, it is revenue neutral. Clearly, revenue neutrality was not a goal or consideration of Ballot Measure 8. If it were, the petitions would never have been circulated. The goal was to reduce expenditures on the PERS pick-up so that the money could be re-directed to other purposes.
- Other jurisdictions have made similar moves, without public outcry. Leaving aside for a moment that the defeat of a Lake Oswego school bond measure has been laid at the feet of such a move, this argument could be restated as "we could get away with it." I would maintain that the recent national election results are evidence that, in the long run, you can't.
- It is legal. It is legal. But I believe that completely misses the point. Voters on both sides of the issue would be rightly offended that their local government availed itself of a legal loophole to contravene a state law approved by the people two weeks ago. We all took an oath of office to uphold the constitution and the laws of Oregon.
- Ballot Measure 8 failed in Multnomah County. This is perhaps the most tempting argument. However, whether we like it or not, Ballot Measure 8 has become a state law that applies statewide. We embark down a very slippery slope when we begin to decide which state laws we will comply with based on pretexts that have no force of law behind them.

As someone who ran for office in part to help restore government's credibility, I cannot turn around and take an action which essentially tells voters that we don't care what they said, and that since the law provides us a legal loophole, we're going to do it. Such action worsens an already strained relationship between government and those it serves.

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